

## **RULES AND REGULATIONS**

### **of the open verbal tender for the sale of**

**FOBOS INVEST Sp. z o.o. in liquidation, ul. Żeromskiego 6, 82-400 Sztum**

#### **§ 1 Tender organiser**

The Tender Organiser is FOBOS INVEST Sp. z o.o. in liquidation (limited liability company in liquidation) with its registered seat in Sztum, ul. Żeromskiego 6, 82-400 Sztum, entered into the Register of Entrepreneurs of the National Court Register under KRS no.: 0000102430, REGON no.: 002790555, NIP no.: 5790008865, with share capital of PLN 50,000, whose registration files are stored in the District Court Gdańsk-Północ in Gdańsk, VII Economic Division of the National Court Register (hereinafter referred to as **FOBOS INVEST**)

#### **§ 2 Subject of the tender**

1. The subject of the tender is a company, within the meaning of Article 551 of the Civil Code, FOBOS INVEST Sp. z o.o. in liquidation, ul. Żeromskiego 6, 82-400 Sztum (excluding receivables and cash), with the assumption of all employees (pursuant to Article 23 of the Labour Code) - hereinafter referred to as the **Company**.
2. Any liabilities of FOBOS INVEST existing as of the date of the sale will be paid directly from the sale price.
3. The company consists of two compact complexes of 13 separate properties with a total land area of 5.0716 ha with buildings of a total built-up area of 9,372 m<sup>2</sup> and a usable area of 8,524 m<sup>2</sup>, located on both sides of Żeromskiego Street in Sztum, modern production lines for food packaging and fully equipped modern office and social facilities.
4. A detailed list of the tangible and intangible components comprising the Company covered by this tender (hereinafter referred to as the **List**) shall be available at the Company's office after prior arrangements with the liquidators.
5. The Components of the Company not expressly included in the List are not included in this tender and are not subject to sale.

#### **§ 3 Date and place of the tender**

The verbal part of the tender will take place on 29th April 2021 at 1 p.m. at the office of notary public

Piotr Lis, which operates at:

80-221 Gdańsk, ul. Romualda Traugutta 111

#### **§ 4 Asking price and tender bond**

1. The asking price is set at **PLN 19,999,100.00 (nineteen million nine hundred ninety nine thousand one hundred zlotys)**, the tender bond at **PLN 500,000.00 ( five hundred thousand zlotys)**, the bid increment at **PLN 50,000 (fifty thousand zlotys)**.
2. The starting price, the bid increment and the final price determined during the tender are net values. The final amount is not subject to **VAT**.

#### **§ 5 Tenderers**

1. The tender is open to natural and legal persons, as well as organisational units that are not legal persons to which, in accordance with the provisions of Article 33 of the Civil Code, the relevant provisions on legal persons apply.
2. In order to participate in the tender, proxies and representatives of participants who are not listed in the National Court Register or the Register of Business Activity must submit a power of attorney with a notarised signature.

#### **§ 6 Conditions of admission to the tender**

The conditions for admission to the tender are as follows:

- 1) Application sent by e-mail to the following address: [przetargi@fobosinvest.com.pl](mailto:przetargi@fobosinvest.com.pl), including the name, registered office and documents regarding the participation in legal transactions (excerpt from the National Court Register or Business Activity Register - not applicable to natural persons who are not entrepreneurs, REGON, NIP), or their foreign equivalents (in the case of foreigners) translated into Polish or English,
- 2) A statement included in the application that the tenderer has familiarised themselves with and agrees to the Rules and Regulations of the Tender. In the absence of said statement in the application form, it may be submitted verbally to the written record of the tender,
- 3) Payment of the tender bond to the following account: **PKO BP: 12 1020 1778 0000 2202 0154 4303**, which means crediting the above account with the payment no later than on the day preceding the verbal auction,
- 4) Attendance at the verbal tender in person or by a duly authorised representative.

#### **§ 7 The auction**

1. As part of the tender process, the auction will be conducted by the liquidator of FOBOS INVEST.
2. After the opening of the auction, the liquidator shall check the attendance of the participants and verify their eligibility to participate in the auction, including the payment of the tender bond.
3. The bidding starts with the price being called and the starting price being offered by any one of the participants.

4. The price offered ceases to bind the bidder when another bidder offers a price higher by at least one bid increment.
5. When the bids cease to be made, the liquidator shall, after giving notice to those present, close the invitation to tender and shall adjudicate the auction to the highest bidder.
6. The presence of one bidder shall be sufficient for the tender to take place. In such case, after the price has been called, the bidder may join the auction by agreeing to purchase auctioned items for the starting price or by offering a higher price.
7. A record of the auction shall be drawn up by the notary public.
8. The official record shall be signed by the liquidator and the successful bidder as the buyer of the Company

### **§ 8 Tender bond forfeiture**

1. The tender bond shall be forfeited to FOBOS INVEST if none of the Tenderers offer a purchase price at least equal to the starting price.
2. The tender bond shall be forfeited to FOBOS INVEST if the Participant, whose offer has been accepted, refuses to enter into the Contract.
3. The tender bond is not subject to interest.
4. The tenderer winning the tender shall have the tender bond credited towards the purchase price, while the tenderers whose bids have not been accepted will have their tender bonds returned within 7 days of the auction adjudication.
5. Failure to accept the offer, withdrawal from the tender process or invalidation of the tender shall not give rise to a right to charge interest on the deposit paid or any other legal consequences or claims of the participants towards FOBOS INVEST.

### **§ 9 Contract conclusion**

1. The contract shall be concluded within 30 days from the date of the offer selection in the Notary Office of Piotr Lis, 80-221 Gdańsk, ul. Romualda Traugutta 111.
2. By the date of the conclusion of the Agreement, the liquidators of FOBOS INVEST shall obtain certificates on the absence of arrears in tax and social security contributions by FOBOS INVEST.
3. The Buyer is obligated to pay the agreed price, less the tender bond paid, to the bank account indicated by FOBOS INVEST no later than on the day of the conclusion of the notarial deed for the sale of the Company.
4. A purchaser who fails to pay the purchase price until and including the time of the conclusion of the notarial deed shall lose the rights resulting from the acceptance of the offer and the tender bond paid.
5. The subject of the sale shall be handed over in accordance with a Handover Protocol on the day of the conclusion of the notarial deed or on another agreed upon date.
6. The Liquidators allow for the possibility of concluding a preliminary agreement, content of which shall be agreed upon with the successful bidder, regulating additional obligations of the parties.

However, the preliminary agreement cannot regulate the payment of the purchase price in a manner different from that specified in these Rules and Regulations

7. Failure to agree on additional conditions and to conclude a preliminary agreement shall not constitute grounds for the purchaser to withdraw from the contract for the sale of the Company.

#### **§ 10 Inspection of the subject of the tender**

1. The Company and its components may be viewed on weekdays upon prior arrangement with the designated representatives of FOBOS INVEST. The arrangements can be made via e-mail at: [jbogacz@fobosinvest.com.pl](mailto:jbogacz@fobosinvest.com.pl) or [wbuchalski@fobosinvest.com.pl](mailto:wbuchalski@fobosinvest.com.pl) and by phone at +48 504 165 934 or +48 603 053 532.
2. Access to information and documents relating to the Company not included in the disclosed tender documentation shall only be possible after individual arrangements with the liquidators of FOBOS INVEST and to the extent accepted by them.
3. Failure to secure a consent to access the information beyond the disclosed tender documentation shall not constitute grounds for withdrawal from the tender and to claim a refund of the tender bond paid.

#### **§ 11 Change of the date of the verbal tender**

FOBOS INVEST reserves the right to change the date of the verbal auction in the event of health restrictions resulting from the COVID-19 pandemic.

#### **§ 12 Competent court**

Any disputes arising from the Tender shall be settled by the appropriate court with jurisdiction over the registered office of FOBOS INVEST, unless otherwise provided by the mandatory provisions of law.

#### **§ 13 Processing of personal data**

The information clause on the processing of personal data can be found at:

[www.fobosinvest.com.pl/aukcjasztum/rodo](http://www.fobosinvest.com.pl/aukcjasztum/rodo)