

Public Tender (Tender Conditions)



Article I Announcement and the Result of the Public Tender

- 1.1 The announcer of this public tender is as follows: Letecké opravovne Trenčín, a.s., with its registered seat at Legionárska 160, 911 04 Trenčín, Slovak Republic, company reg. No. (IČO): 36 351 156, entered in the Companies Register of the District Court of Trenčín, Section: Sa, Insert No.: 10410/R (hereinafter referred to as the "Announcer"). This public tender is announced by the Announcer for the purpose of selling the property of the Announcer of the public tender, while it holds that this public tender only involves the sale of the property specified in Article II para. 2.1 hereof.
- 1.2 The public tender shall commence on the date of its publication on the Announcer's website, i.e. on, and in the daily newspapers with a nationwide scope (SME and Hospodárske noviny). The day of publication in the daily newspapers with a nationwide scope shall be the closest possible date of publication of the advertisement and shall be without prejudice to the deadline for submitting bids in the sense of Article VII para. 7.1. This public tender is not a public tender according to Section 281 et seq. of Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter referred to as the "Commercial Code") or a public offer to conclude a contract according to Section 276 et seq. of the Commercial Code, and is not a procedure according to Act No. 25/2006 Coll. on Public Procurement, as amended. The public tender shall be announced, continued, changed or evaluated exclusively in the sense, manner and scope according to these public tender conditions.

Article II Subject of the Sale

2.1 The subject of the sale is exclusively the property of the Announcer listed below, namely:

2.1.1 Real estate located in the cadastral territory of Kocurany:

- a) plots of the "C" Reg. in the exclusive ownership of the Announcer, recorded in the Ownership Certificate No. 493, maintained by the District Office of Prievidza, the Cadastral Department, for the district of Prievidza, the municipality of Kocurany, the cadastral territory of Kocurany – see Annex No. 1 hereto (with the exception of the plot No. 696/64, with acreage of 708 m², type of the plot: built-up area and courtyard, and plot No. 696/65, with acreage of 921 m², type of the plot: other area);
- b) building in the exclusive ownership of the Announcer, recorded in the Ownership Certificate No. 493, maintained by the District Office of Prievidza, the Cadastral Department, for the district of Prievidza, the municipality of Kocurany, the cadastral territory of Kocurany – see Annex No. 1 hereto (with the exception of warehouse No. 59 located on the plot No. 696/64);

2.1.2 Real estate located in the cadastral territory of Diviacka Nová Ves:

- a) plots of the "C" Reg. in the exclusive ownership of the Announcer, recorded in the Ownership Certificate No. 779, maintained by the District Office of Prievidza, the Cadastral Department, for the district of Prievidza, the municipality of Diviacka Nová Ves, the cadastral territory of Diviacka Nová Ves – see Annex No. 2 hereto;
- b) building in the exclusive ownership of the Announcer, recorded in the Ownership Certificate No. 779, maintained by the District Office of Prievidza, the Cadastral Department, for the district of Prievidza, the municipality of Diviacka Nová Ves, the cadastral territory of Diviacka Nová Ves – see Annex No. 2 hereto;

2.1.3 Real estate located in the cadastral territory of Opatovce nad Nitrou:

- a) plots of the "C" Reg. in the exclusive ownership of the Announcer, recorded in the Ownership Certificate No. 948, maintained by the District Office of Prievidza, the Cadastral Department, for the district of Prievidza, the municipality of Opatovce nad Nitrou, the cadastral territory of Opatovce nad Nitrou – see Annex No. 3 hereto;
- b) building in the exclusive ownership of the Announcer, recorded in the Ownership Certificate No. 948, maintained by the District Office of Prievidza, the Cadastral Department, for the district of Prievidza, the municipality of Opatovce nad Nitrou, the cadastral territory of Opatovce nad Nitrou – see Annex No. 3 hereto;

2.1.4 Real estate located in the cadastral territory of Vrbany:

- a) plots of the "C" Reg. in the exclusive ownership of the Announcer, recorded in the Ownership Certificate No. 1023, maintained by the District Office of Prievidza, the Cadastral Department, for the district of Prievidza, the municipality of Diviacka Nová Ves, the cadastral territory of Vrbany – see Annex No. 4 hereto;
- b) building in the exclusive ownership of the Announcer, recorded in the Ownership Certificate No. 1023, maintained by the District Office of Prievidza, the Cadastral Department, for the district of Prievidza, the municipality of Diviacka Nová Ves, the cadastral territory of Vrbany – see Annex No. 4 hereto;

2.1.5 Other real estate (parts and accessories to the subject of the sale) – see Annex No. 5;

2.1.6 Movable property (located in the subject of the sale) – see Annex No. 6.

2.2. By submitting a bid, the candidate as a future buyer undertakes to assume the following existing encumbrances:

2.2.1 Easement over the plots No. 696/3, 696/6, 696/9, 696/15, 696/27, 696/31 and 696/35 located in the cadastral territory of Kocurany in favour of the easement obligee – the Slovak Republic – the Ministry of Defence of the Slovak Republic, Bratislava, within the scope of GP (Geometric Plan - plat map) No. 35302551-57/2005, consisting in the right to lay the high-voltage cable and to refrain from any activity in the protection zone and the right of access to the plots for the purpose of its repair and maintenance to the necessary extent;

2.2.2 Easement over the plots No. 696/3, 696/6, 696/15, 696/25, 696/26 and 696/27 located in the cadastral territory of Kocurany in favour of the easement obligee – the Ministry of Defence the Slovak Republic, Kutuzovova 8, 832 47 Bratislava, consisting in the obligation to tolerate the installation of utility networks – telephone cable – on parts of the plots and the right of access to the plots for the purpose of repairs, inspection and maintenance of this object;

2.2.3 Easement over the plot No. 903/53 located in the cadastral territory of Diviacka Nová Ves in favour of the easement obligee – the Slovak Republic – the Ministry of Defence of the Slovak Republic, Bratislava, within the scope of GP No. 35302551-59/2005, consisting in the right to lay the high-voltage cable and to refrain from any activity in the protection zone and the right of access to the plots for the purpose of its repair and maintenance to the necessary extent;

2.2.4 Easement over the plots No. 903/3, 903/8, 903/10, 903/11 and 903/58 located in the cadastral territory of Diviacka Nová Ves under GP No. 30845572-20/12 prepared by Ing. Jozef Debnár under No. 786/12, in favour of the easement obligee – the Ministry of Defence the Slovak Republic, Kutuzovova 8, 832 47 Bratislava, consisting in the obligation to tolerate the installation of utility networks – telephone cable – on parts of the plots and the right of access to the plots for the purpose of repairs, inspection and maintenance of this object;

2.2.5 Easement over the plots No. 1528/6, 1528/10, 1528/38, 1528/47 and 1528/50 located in the cadastral territory of Opatovce nad Nitrou in favour of Vojenská ubytovacia a stavebná správa Banská Bystrica, consisting in the right of passage by persons and vehicles on roads and sidings;

- 2.2.6 Easement over the plots No. 1528/13, 1528/14, 1528/15 and 1528/40 located in the cadastral territory of Opatovce nad Nitrou in favour of the easement obligee – the Slovak Republic – the Ministry of Defence of the Slovak Republic, Bratislava, within the scope of GP No. 35302551-58/2005, consisting in the right to lay the high-voltage cable and to refrain from any activity in the protection zone and the right of access to the plots for the purpose of its repair and maintenance to the necessary extent;
- 2.2.7 Easement over the plots No. 453/3, 453/14, 453/16, 453/18, 453/19 and 453/21 located in the cadastral territory of Vrbany in favour of Vojenská ubytovacia a stavebná správa Banská Bystrica, consisting in the right of passage by persons and by vehicles on roads and sidings;
- 2.2.8 Easement over the plots No. 453/14, 453/18 and 453/19 located in the cadastral territory of Vrbany in favour of the easement obligee – the Slovak Republic – the Ministry of Defence of the Slovak Republic, Bratislava, within the scope of GP No. 35302551-53/2005, consisting in the right to lay the high-voltage cable and to refrain from any activity in the protection zone and the right of access to the plots for the purpose of its repair and maintenance to the necessary extent;
- 2.2.9 Easement over the plots No. 453/14, 453/18 and 453/19 located in the cadastral territory of Vrbany under GP No. 30845572-19/12 prepared by Ing. Jozef Debnár under No. 785/12, in favour of the easement obligee – the Ministry of Defence the Slovak Republic, Kutuzovova 8, 832 47 Bratislava, consisting in the obligation to tolerate the installation of utility networks – telephone cable – on parts of the plots and the right of access to the plots for the purpose of repairs, inspection and maintenance of this object.
- 2.2.10 The rights and obligations resulting from the easements listed in Article II para. 2.2.1 to 2.2.9 shall pass, together with the ownership of the real estate listed in Article II para. 2.1 to 2.4, to each new acquirer of the real estate listed in Article II para. 2.1 to 2.4, who will become the easement obligor in the case of the transfer of the encumbered real estate.
- 2.3 The candidate as a future buyer undertakes to establish, in favour of the Announcer of this public tender as a future seller or in favour of any new owner of the building – indication No. 173, building description: warehouse No. 59, built on the plots No. 696/64 and 696/65, located in the cadastral territory of Kocurany, free of charge, an easement, for an indefinite period, consisting in the right of access and passage by persons or by passenger and commercial motor vehicles through the real estate listed in Article II para. 2.1 to 2.4.
- 2.4 The candidate as a future buyer undertakes to establish, in favour of the Announcer of this public tender as a future seller or in favour of any new owner of the so-called paved area for incineration (internal registration number N 100237), which is located on the plot No. 1528/54 in the cadastral territory of Opatovce nad Nitrou, free of charge, an easement, for an indefinite period, consisting in the right of access and passage by persons and by passenger and commercial motor vehicles through the real estate listed in Article II para. 2.1 to 2.4.
- 2.5 The rights and obligations resulting from the easement listed in Article II para. 2.2.3 shall pass, together with the ownership of the real estate listed in Article II para. 2.3, to each new acquirer of the real estate listed in Article II para. 2.3, who will become the easement obligor in the case of the transfer of the encumbered real estate.
- 2.6 The rights and obligations resulting from the easement referred to in Article II para. 2.4 shall pass, together with the ownership of the real estate – the paved areas for incineration (internal registration number N 100237), which is located on the plot No. 1528/54 in the cadastral territory of Opatovce nad Nitrou mentioned in Article II para. 2.4, to each new acquirer of the real estate – the paved areas for incineration (internal registration number N 100237), which is located on the plot No. 1528/54 in the cadastral territory of Opatovce nad Nitrou mentioned in Article II para. 2.4, who will become the easement obligor in the case of the transfer of the encumbered real estate.
- 2.7 The establishment of easements according to this Article shall be the subject of a separate purchase agreement and an easement agreement.
- 2.8 By submitting a bid, the candidate as a future buyer undertakes to assume the rights and obligations resulting from the legal act, which is related to the subject of the sale being valid and effective on the date of signing the purchase agreement, namely:

- the Lease Agreement and Other Arrangements dated 09.11.2012, including amendments thereto, concluded with the company VOP Nováky, a.s., with its registered office at Duklianska 60, 972 71 Nováky, Slovak Republic, company reg. No. (IČO): 35 820 322.
The Lease Agreement and Other Arrangements in question are published in the Central Register of Contracts together with the relevant amendments.

- 2.7 Bids shall be submitted for all property of the Announcer listed in Article II para. 2.1 hereof. Bids submitted for only part of the property listed in Article II para. 2.1 shall not be considered. The subject of the sale shall be sold at the minimum purchase price amounting to **10,410,000.00 EUR exclusive of VAT** (in words: ten million four hundred and ten thousand euros and zero euro cents). The bids for the subject of the sale shall be submitted exclusive of VAT. In the purchase, the bid shall be increased by VAT to the extent stipulated by special regulations. The decisive criterion shall be the highest bid.

Article III Purchase Agreement

- 3.1 The result of the public tender shall be the conclusion of the purchase agreement for the subject of the sale according to Article II para. 2.1 hereof between the Announcer and the successful candidate. The wording of the purchase agreement shall be drawn up by the Announcer and it will form an integral part of these tender conditions as Annex No. 7.

Article IV Candidate

- 4.1 Any Slovak or foreign natural or legal person may participate in the public tender that is capable of legal acts in full without restriction and holds a licence for trading with defence industry products pursuant to Act No. 392/2011 Coll. on Trading with Defence Industry Products or permits of similar content and purpose issued in another EU Member State. Fulfilment of this condition can be demonstrated by submitting any other confirmation issued to the candidate in countries outside the EU, if such confirmation is issued in the country having its seat outside the EU and is relevant in content. The candidate must be capable of being the subject of liability relations for the violation of legal obligations. Fulfilment of the conditions according to this paragraph shall always be assessed in accordance with the relevant applicable law, which is the legal order of the Slovak Republic.

Article V Deposit and Financial Coverage

- 5.1 A bid deposit shall be required. The deposit shall be required in the amount of 10% of the minimum purchase price set by the Announcer. The deposit shall exclusively be provided by the candidate by paying it to the bank account of the Announcer kept by Tatra banka, a.s., bank account No.: 2929851452/1100, IBAN: SK38 1100 0000 0029 2985 1452, SWIFT: TATRSKBX. The deposit shall be deemed to have been paid by crediting it to the bank account in accordance with this Article, no later than the day the bid is submitted by the candidate. Should the deposit not be paid on time, the submitted bid shall not be considered. When paying a deposit, the candidate shall state the assigned company reg. No. (IČO) or date of birth as a variable symbol and his business name or name and surname in the message for the recipient. The candidate shall be responsible for the incorrectness of the data provided during payment, as well as for the impossibility of timely matching of the bid and the deposit. The Announcer shall return the deposit to the unsuccessful candidate no later than 10 days after the end of the public tender in the full amount of the paid deposit, except for cases where part of the paid deposit can be used to pay the Announcer's sanction claims in the event of the candidate's breach of obligations under these tender conditions. The Announcer shall return the deposit in full within the same period as stated in the previous sentence to those candidates whose bids are not considered and which are not included in the evaluation. In the case of a successful candidate, the deposit shall be used to cover part of the purchase price.
- 5.2 Proof of financial coverage is required. The condition of proving the financial coverage of the proposed purchase price (bid) shall be considered fulfilled:
- 5.2.1 by submitting a written confirmation from a bank or a branch of a foreign bank that the candidate has the funds blocked in his account in favour of the Announcer for the payment of the purchase price of the subject of the sale in the amount corresponding to the proposed purchase price (bid) inclusive of VAT less the amount of the deposit paid in accordance with

Article V para. 5.1 hereof. The confirmation issued by a bank or branch of a foreign bank must contain at least:

- a) the amount of funds deposited in the candidate's bank account, blocked in favour of the Announcer;
- b) the period for which the funds in the candidate's bank account are blocked in favour of the Announcer, while it holds that this period must not be shorter than the bid validity period;
- c) identification of the property, for the purchase of which the deposited and blocked funds of the candidate are to be used;
- d) signature of a person authorised to act on behalf of a bank or branch of a foreign bank;

5.2.2 by submitting a written statement (bank guarantee) of a bank or branch of a foreign bank, in which the bank or branch of a foreign bank irrevocably undertakes to satisfy the seller, up to the amount corresponding to the proposed purchase price (bid) inclusive of VAT less the amount of the deposit paid in accordance with Article V para. 5.1 hereof, if the buyer fails to fulfil his obligation to pay the purchase price in a proper and timely manner. The statement issued by a bank or branch of a foreign bank must contain at least:

- a) the amount of the obligation, namely the amount of the funds that the bank or branch of a foreign bank irrevocably undertakes to pay to the seller if the buyer fails to fulfil his obligation to pay the purchase price in a proper and timely manner;
- b) the period during which the written statement according to Article V para. 5.2.2 is binding, while this period must not be shorter than the bid validity period;
- c) identification of the property, for the purchase of which the funds from the bank guarantee are to be used;
- d) signature of a person authorised to act on behalf of a bank or branch of a foreign bank;

5.2.3 by submitting a written confirmation from a bank or branch of a foreign bank about the readiness to finance the purchase of the real estate listed in Article II para. 2.1, namely in the amount corresponding to the proposed purchase price (bid) inclusive of VAT less the amount of the deposit paid according to Article V para. 5.1 hereof. The confirmation issued by a bank or branch of a foreign bank must contain at least:

- a) the amount of the approved loan;
- b) the period during which the written confirmation according to Article V para. 5.2.3 is binding, while it holds that this period must not be shorter than the bid validity period;
- c) identification of the property, for the purchase of which the funds from the approved loan are to be used;
- d) signature of a person authorised to act on behalf of a bank or branch of a foreign bank;

5.2.4 by submitting a written statement of the candidate, representing the commitment of the candidate to deposit or transfer funds to the Announcer's bank account for the purpose of purchasing the real estate listed in Article II para. 2.1, and at the same time by depositing or transferring funds to the Announcer's bank account so that these funds are credited to the Announcer's bank account at least in the amount corresponding to the proposed purchase price (bid) inclusive VAT no later than 11:00 a.m. of the last day of the deadline for submitting bids according to Article VII para. 7.1 hereof. The candidate shall be responsible for the incorrectness of the data provided during payment, as well as for the impossibility of timely crediting of funds according to Article V para. 5.2.4 hereof. Should the funds according to this provision not be credited to the Announcer's bank account in time, the submitted bid shall not be considered. The candidate's written statement must contain at least:

- a) the amount of the obligation to deposit or transfer funds to the Announcer's bank account;
- b) the purpose of the obligation, namely the purchase of the real estate listed in Article II para. 2.1;
- c) identification of the property, for the purchase of which the funds are to be used;
- d) signature of the person authorised to act on behalf of the candidate.

Article VI Candidate's Bid

6.1 The candidate shall submit a bid containing:

- a) the amount of the proposed purchase price;
- b) a written declaration by the candidate that he agrees with the public tender conditions, in which he participates by submitting his bid;
- c) a written affidavit of the candidate that he is interested in purchasing the entire subject of the sale according to Article II para. 2.1 hereof, while the submitted bid represents the proposed purchase price of the entire subject of the sale according to Article II para. 2.1 hereof;
- d) a written affidavit of the candidate that he agrees with the proposed wording of the purchase agreement and the easement agreement, which will be concluded with the winner of the public tender and the wording of which forms Annex No. 2 hereto;
- e) written confirmation of a bank or branch of a foreign bank, or written statement according to Article V para. 5.2 hereof;
- f) a written affidavit of the candidate that he is capable of legal acts in full without limitation;
- g) written consent to the provision and processing of personal data for the purposes of public tender in accordance with Act No. 18/2018 Coll. on Personal Data Protection, as amended, if the bid contains such data;
- h) a document proving the legal subjectivity of the candidate, i.e. an extract from the companies register, an extract from the trade register or a copy of a valid identity card, depending on the corporate form of the candidate;
- i) written confirmation from the relevant tax office that they have no registered tax arrears against the candidate;
- j) written confirmation from the Social Insurance Agency and health insurance companies that they have no registered arrears against the candidate;
- k) a written confirmation from the court stating that the candidate is not subject to bankruptcy proceedings, is not in bankruptcy or in liquidation, or has not had a bankruptcy petition against him rejected due to lack of assets.

6.2 Candidates shall be bound by their bids submitted for 2 months from the date of their submission, unless the public tender is cancelled. The submitted bid must meet all requirements according to these tender conditions, otherwise it will not be considered. Any confirmations from public administration authorities must not be older than three months at the time of submission. Inspection of the subject of the sale is not a condition or requirement for the submission of a bid.

Article VII Form and Deadline for Submitting Bids

7.1 The candidate shall submit a bid no later than 30 days from the date of publication of the announcement of the public tender on the website of the Announcer in accordance with Article I para. 1.2 hereof. The first day of the 30-day period shall be the day following the day when the announcement of the public tender is published.

7.2 Bids can be submitted no later than 11:00 a.m. of the last day of the deadline stipulated by Article VII para. 7.1 hereof. Should the last day of the deadline fall on a rest day (weekend, public holiday), the last day shall be considered the next business day. Failure to comply with the deadline cannot be forgiven and the bids received after the stated deadline shall not be considered. Candidates shall be entitled to send the bids by mail, courier or other non-electronic means. Handover of a bid for transportation within the period designated for submitting bids shall not be considered delivery of the bid. The Announcer shall not be responsible for any delay in the delivery of the bid caused by any

reason on the part of the candidate or the carrier.

- 7.3 The bid must be dated and signed by the candidate or a person authorised to act on his behalf, while the signature does not have to be authenticated. The bid shall be submitted to the address of the Announcer's registered office. The bid can be supplemented or amended only before the deadline for submitting bids. Supplementing, amending or withdrawing the bid may be done by revoking the original bid on the basis of a written request from the candidate, signed by the candidate or a person authorised to act on behalf of the candidate, delivered in person or sent by mail to the address of the Announcer of the tender, under the same conditions as those applicable to the bid. The supplemented, amended or otherwise modified bid must be delivered within the deadline for submission of bids. The supplemented bid must be dated and signed by the candidate or a person authorised to act on his behalf, while the signature does not have to be authenticated. Failure to comply with the provisions of this paragraph shall mean that the bid will not be considered in the public tender and will not be included in the evaluation. Incomplete bids shall not be considered and shall not be included in the evaluation. Likewise, bids of the candidates who fail to demonstrate the financial coverage according to Article V para.5.2 hereof shall not be considered.
- 7.4 The Announcer has the right to ask candidates to modify or supplement their bids after the deadline for submitting bids has expired in order to achieve a more favourable bid (the so-called restricted procedure).
- 7.5 Each candidate may only submit one bid, either independently or as one of the members of a group of candidates. Any candidate cannot be a member of a group of candidates submitting a bid in the same tender. The Announcer of the tender shall exclude a candidate who is also a member of the group of candidates.
- 7.6 The candidate shall submit the bid in a sealed envelope in person or by mail or courier, in accordance with the conditions defined in para. 7.2 of this Article. Should the candidate submit a bid by mail or courier, the date and time of delivery of the bid to the Announcer shall be decisive. The candidate shall submit a bid in one original, while not making copies. The envelope with the bid shall contain the following information:
- a) designation of the Announcer;
 - b) the address of the Announcer's registered office;
 - c) designation: „Verejné ponukové konanie Letecké opravovne Trenčín, a.s. ODPREDAJ MAJETKU V NOVÁKOCH - neotvárať“.
- 7.7 The name of the candidate shall not appear on the envelope of the bid.
- 7.8 An explanation of the content, purpose or conditions of this tender, or any other information related to it, can be obtained by calling 0911 202 895, or via e-mail: vinczeova@lotn.sk; by calling 0902 939 439, or via e-mail: zaneta.kostecka@vop-novaky.sk; or by calling 0902 940 092, or via e-mail: mucka@lotn.sk; or in writing at the Announcer's address, until the deadline for submitting bids expires.

Article VIII

Selecting the Most Suitable Bid and Informing Candidates

- 8.1 Bids shall be evaluated by the Announcer, or by a special commission designated and elected for the given purpose. The Announcer shall determine the winner of the public tender on the day of opening bids. Opening of envelopes containing bids can also be attended by the candidates who delivered their bids to the Announcer in a proper and timely manner and whose bids were included in the evaluation. Such candidate must provide a confirmation or other document about the submission of a bid to the public tender, as well as a document about paying a deposit in accordance with these tender conditions. Opening of envelopes containing bids shall take place at the Announcer's headquarters at 11:00 a.m. of the last day of the deadline for submitting bids according to Article VII para. 7.1 hereof.
- 8.2 The Announcer shall select as the winner of the public tender the candidate whose bid he considers to be the most advantageous.

- 8.3 The Announcer reserves the right to announce, in accordance with Article VII para. 7.4 hereof, after the deadline for submitting bids, a restricted procedure by inviting at least two candidates who delivered their bids to the Announcer in a proper and timely manner and whose bids were ranked highest in terms of the evaluation criteria.
- 8.4 Written notification of the selection of the most suitable bid shall be sent by the Announcer to all candidates, whose bids were included in the evaluation, within 30 days from the date of evaluation of the bids. Along with the information about the success in the tender, the Announcer shall send the winner of the tender an invitation to conclude a purchase agreement for the subject of the sale according to these tender conditions within 30 days from the delivery of the invitation. The concluded purchase agreement shall be supplemented with information on the amount of the purchase price in accordance with the winning bid. Should the winner of the public tender refuse to conclude the purchase agreement for any reason, the Announcer has the right to immediately cancel the public tender without determining the winner. The Announcer has the right to designate an alternate winner in such case.

Article IX Cancelling the Tender and Changing Its Conditions

- 9.1 The tender shall be finished on the day of concluding the purchase agreement, or in another way according to these tender conditions. The Announcer is not obliged to conclude the purchase agreement, despite the fact that the winner of the public tender has been selected or announced, and reserves the right to cancel this public tender at any time during the public tender, even without giving a reason. The Announcer is obliged to inform about the cancellation of the tender in the same way as he informed about its announcement.
- 9.2 The Announcer is entitled to amend these tender conditions at any time during the public tender, about which he is obliged to inform in the same way as he informed about the announcement of the tender. Candidates shall be entitled to withdraw from the public tender if they do not agree with the new wording of the tender conditions.

Article X Withdrawal and Exclusion of a Candidate and Sanctions

- 10.1 The Announcer is entitled to exclude any candidate from the tender if he has made an objectively false statement in any submission or its annex or who ceases to meet the tender conditions during the tender. The Announcer of the tender shall inform the candidate in writing about the exclusion and its reasons. In such case, the candidate is obliged to pay the Announcer a penalty in the amount of 10,000.00 EUR, which the Announcer has the right to withdraw from the paid deposit.
- 10.2 Should the winning candidate fail to pay the purchase price on time or should he fail to conclude the purchase agreement, although he has been properly invited to do so, he is obliged to pay the Announcer a penalty in the amount of the paid deposit, for the payment of which the Announcer has the right to use the paid deposit.
- 10.3 Any of the candidates shall be entitled to withdraw from the public tender by a written submission delivered to the Announcer, until the day of opening envelopes with bids, while it holds that the withdrawal must be demonstrably delivered to the Announcer no later than the deadline for submitting bids.

Article XI Special Provisions

- 11.1 Any submissions, documents, suggestions, proposals or attachments to documents or submissions addressed by the candidate to the Announcer shall be submitted exclusively in the Slovak language, with the exception of the Czech language. Any submissions, documents, suggestions, proposals or attachments to documents or submissions addressed by the candidate to the Announcer, made in a language other than Slovak or Czech, must be officially translated into the Slovak language, and in case of discrepancies, the Slovak translation of the bid shall prevail. Submissions, documents, suggestions, proposals or attachments to documents or submissions addressed by the candidate to the Announcer, which do not meet the conditions stipulated by this Article, shall not be taken into account.

- 11.2 Any fees or costs related to the transfer of the ownership right to the subject of the sale from the Announcer to the winning candidate shall be paid by the winning candidate.

Article XII Final Provisions

- 12.1 Any costs directly or indirectly related to the participation of a candidate in the tender shall be exclusively borne by the candidate, even in the event of cancelling the tender or changing its conditions. Candidates shall not be entitled to compensation for damage caused due to the cancellation of the tender or changes to the tender conditions. The Announcer reserves the right to change the published tender conditions, provided that the change to the published tender conditions will be published in the same way as the announcement of the tender. The Announcer reserves the right to reject all submitted bids and to cancel the tender without giving a reason, or to extend the deadline for announcing the result of the tender.
- 12.2 Non-compliance with any deadline specified in these tender conditions by the Announcer of the tender shall be without prejudice to the course of this tender and to the validity of the actions of the Announcer or candidates. Candidates shall not be entitled to any compensation for damage incurred in connection with non-compliance with the deadline by the Announcer of the tender or non-compliance with other provisions of these tender conditions or the announcement upon which the tender was announced.
- 12.3 All submissions and notifications according to these tender conditions shall be made in writing and shall be sent by registered mail to the address of the Announcer or the addresses of the candidates referred to in the application for participation in the tender or in the bid or to the address of the chosen representative of the candidate, unless the candidate or the Announcer of the tender announces in writing any other address for the delivery of documents or its change. The document sent to the addresses according to this paragraph shall be considered delivered even if the addressee fails to accept it and familiarise himself with its content. The date of delivery shall be considered the day when the unaccepted shipment is returned to the sender.
- 12.4 The tender and the conditions, content, establishment, termination and change of any legal relationships resulting from them or related to them shall be governed by the Commercial Code. The applicable law shall be the legal order of the Slovak Republic. The conflicts of laws shall not be taken into account.

In Trenčín, on 2023

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Mgr. Ľubomír Galko
Chairman of the Board and CEO
Letecké opravovne Trenčín, a.s.

Annexes:

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| Annex No. 1: | Ownership Certificate No. 493 |
| Annex No. 2: | Ownership Certificate No. 779 |
| Annex No. 3: | Ownership Certificate No. 948 |
| Annex No. 4: | Ownership Certificate No. 1023 |
| Annex No. 5: | Other Real Estate (parts and accessories to the subject of the sale) |
| Annex No. 6: | Movable Property (located in the subject of the sale) |
| Annex No. 7: | Draft Purchase Agreement |