

**RAZPIS ZAVEZUJOČEGA
ZBIRANJA PONUDB
INVITATION FOR BINDING BIDS**
za odkup terjatve
for the purchase of a Receivables

Podatek / Item	
PRODAJALEC / SELLER	Hranilnica Lon d.d., Žanova ulica 3, 4000 Kranj, matična številka 5624908000
TRANSAKCIJA / TRANSACTION	PRODAJA TERJATVE 30178 / SALE OF RECEIVABLES 30178
DATUM / DATE	21.09.2026
ROK ZA PONUDBE / BID DEADLINE	20.10.2026

Hranilnica Lon d.d., Žanova ulica 3, 4000 Kranj, matična številka 5624908000 (v nadaljevanju »Prodajalec«) v svojem imenu in za svoj račun objavlja predmetni razpis za zbiranje zavezujočih ponudb za odkup terjatve Prodajalca do svojega dolžnika – pravna oseba s sedežem v Republiki Sloveniji (v nadaljevanju »Dolžnik«). 1.Predmet prodaje Prodajalec namerava prodati terjatev do Dolžnika, ki je zavarovana z naslednjima hipotekama na nepremičnini: • drugega vrstnega reda, ki v naravi predstavlja Poslovne prostore z lastniškimi parkirnimi mesti v občini Ljubljana; • prvega vrstnega reda, ki v naravi predstavlja Apartmajski objekt v občini Ljubljana. Navedena terjatev se prodaja kot nedeljiva celota, in sicer skupaj s pripadki in stranskimi pravicami. 2.Postopek zbiranja ponudb Predmetni postopek zbiranja zavezujočih ponudb vodi izključno Prodajalec. V postopku lahko sodelujejo domače in tuje fizične in pravne osebe, ki skladno z v nadaljevanju navedenimi pogoji oddajo ponudbo za odkup Terjatve, in ki skladno z veljavno zakonodajo Republike Slovenije smejo pridobiti Terjatev. Prodajalec bo obravnaval zavezujoče ponudbe za odkup Terjatve, poslane priporočeno po pošti, v zaprti kuverti ali ovoju na naslov: Hranilnica LON d.d., Oddelek izterjave in problematičnih naložb, Žanova ulica 3, 4000 Kranj z oznako »NE ODPIRAJ – PONUDBA ZA ODKUP TERJATVE (Razpis z dne 21.09.2026)«, ali po elektronski pošti na elektronski naslov: prodajaterjatve30178@lon.si z oznako »NE ODPIRAJ – PONUDBA ZA ODKUP TERJATVE (Razpis z dne 21.09.2026)«. Ponudbe, poslane na drug način, ki ni izrecno določen v tem razpisu bodo izločene iz nadaljnega postopka.	Hranilnica Lon d.d., Žanova ulica 3, 4000 Kranj, registration number 5624908000 (hereinafter: »Seller«), acting in its own name and for its own behalf publishes this invitation for binding bids to purchase the Seller's Receivable against the Debtor – a legal entity established in the Republic of Slovenia (hereinafter: the Debtor). 1.The subject of sale The Seller intends to sell its Receivables due from the Debtor, which is secured by the following mortgages over real estate property: • a second-ranking mortgage over a Business premises with associated parking spaces, located in Municipality of Ljubljana; • a first-ranking mortgage over apartment building located in the Municipality of Ljubljana. The listed Receivable will be sold as an indivisible whole, together with all accrued interest and accessory rights. 2.The Bidding Process The binding bid process is conducted exclusively by the Seller. Slovenian and foreign individuals and legal entities may participate, provided that they submit a bid for the purchase of the Receivable in accordance with the terms set out below and are legally permitted to acquire the Receivable under the applicable laws of the Republic of Slovenia. The Seller will consider binding offers for the purchase of Receivable sent by registered post in a sealed envelope addressed to: Hranilnica LON d.d., Oddelek izterjave in problematičnih naložb, Žanova ulica 3, 4000 Kranj marked: »DO NOT OPEN – OFFER FOR PURCHASE OF RECEIVABLE (Call for tenders from 21.09.2026)«, or by registered mail to the following e-address: prodajaterjatve30178@lon.si, marked: »DO NOT OPEN – OFFER FOR PURCHASE OF RECEIVABLE (Call for tenders from 21.09.2026)«. Offers received by any other method not expressly specified in this Tender will be excluded from further process.
---	---

Na hrbtni strani kuverte ali ovoja mora biti napisano Ime in priimek oz. Firma in naslov ponudnika. Rok za prejem zavezujočih ponudb je do vključno 20.10.2026. Ponudba se šteje za pravočasno, če prispe na naslov Prodajalca do navedenega dne. 2.1 Vsebina zavezujoče ponudbe V postopku prodaje Terjatve bo Prodajalec upošteval pravočasne zavezujoče ponudbe, podpisane s strani ponudnika oz. zakonitega zastopnika ponudnika in z naslednjo obvezno vsebino: A. <u>Predstavitev ponudnika in vir financiranja:</u> • Ime in Priimek oz. Firma ponudnika, stalno bivališče oz. poslovni naslov in davčna številka. • Kontaktni podatki pooblaščenih oseb ponudnika. • Namen odkupa Terjatve (kot lastna naložba/kot vmesni kupec/namen nadaljnje prodaje vnaprej znanemu kupcu). • Navedba načina financiranja nameravanega odkupa Terjatve, vključno z dokazili o zadostnih sredstvih za poplačilo ponujene kupnine in dokazili o zakonitem izvoru sredstev (glej 3. odstavek razdelka B, te točke 2.1). • Izjava, ki potrjuje, da ima ponudnik vsa interna in druga dovoljenja, ki so potrebna za predložitev ponudbe, v kateri mora ponudnik navesti tudi morebitna dovoljenja, ki jih potrebuje za nakup Terjatve. • Pooblastilo ponudnika, s katerim ta Prodajalca pooblašča, da pri bankah in drugih navedenih subjektih preveri	The back side of the envelope must state the Bidder's full name and address or, in the case of a legal entity, its company name and registered office. Bids must be received by the Seller no later than 20 October 2026. A Bid shall be deemed to have been submitted on time if it is received at the Seller's address by that date. 2.1 Contents of the Binding Bid In the Receivable sale process, the Seller shall consider binding Bids submitted on time, signed by the Bidder or the Bidder's legal representative, and containing the following mandatory information: A. <u>Bidder Profile and Source of Financing:</u> • The Bidder's full name or registered name, permanent residence or business address, and tax identification number. • Contact details of the Bidder's authorised representative. • The purpose of the acquisition of the Receivable (as an investment for the Bidder's own account, as an intermediary purchaser, or for resale to a pre-identified purchaser). • A description of the proposed method of financing the acquisition of the Receivable, including evidence of sufficient funds to pay the offered Purchase Price and evidence of the lawful source of the funds (see Section B, paragraph 3, item 2.1). • A statement confirming that the Bidder has obtained all internal and other approvals required to submit the Bid, including details of any additional approvals required for the acquisition of the Receivable. • An authorisation from the Bidder authorising the Seller to verify, with the relevant banks and other identified entities, the authenticity of the submitted
--	---

verodostojnost predložene dokumentacije ter podatkov o izvoru sredstev za plačilo kupnine. • Podpisana izjava ponudnika o nepovezanosti in neobstoju konflikta interesov. B. <u>Ponudbena cena za odkup Terjatve, rok plačila in način (plačila) oz. financiranja</u> Ponudnik mora ponujeno kupnino za odkup Terjatve oddati na obrazcu, ki se nahaja v Prilogi 1 tega razpisa. Ponudbena cena se glasi izključno v EUR. Ponudnik sme ponuditi samo eno ponudbeno ceno. Ponudnik mora navesti rok in način plačila kupnine, ki ne sme biti daljši od 30 koledarskih dni od sklenitve Pogodbe, in sicer v dnevih od sklenitve Pogodbe. Ponudnik mora v ponudbi opisati način financiranja odkupa Terjatve ter predložiti dokazila, da ima oziroma bo imel na voljo sredstva najmanj v višini ponujene kupnine. Predložiti mora tudi dokazila o dejanskem in zakonitem izvoru sredstev, kot so računovodski izkazi, bonitetna ocena ali pogodba o prodaji premoženja, ter potrdilo banke, prek katere bo izvedeno plačilo, da razpolaga z zadostnimi sredstvi za plačilo kupnine. Banka oziroma kreditna institucija, prek katere se izvrši plačilo varščine in kupnine, mora imeti dovoljenje za opravljanje bančnih storitev v eni od držav članic Evropske unije ter <u>mora biti zavezana</u> k spoštovanju veljavnih predpisov s področja preprečevanja pranja denarja in financiranja terorizma.	documentation and the information concerning the source of funds used to pay the Purchase Price. • A declaration of no conflict of interest, signed by the Bidder. B. <u>Offered Purchase Price for the Receivable, payment period, and method of payment or financing</u> The Bidder must state the offered Purchase Price for the Receivable in the form set out in Appendix 1 to this Invitation. The Purchase Price must be stated exclusively in EUR. The Bidder may submit only one Purchase Price. The Bidder shall specify the payment terms and method. The purchase price must be paid within the period stated in the bid, which may not exceed 30 calendar days from the date of execution of the Agreement. The Bidder must describe how the purchase of the Receivable will be financed and provide evidence that it has, or will have, funds available in an amount at least equal to the offered Purchase Price. The Bidder must also provide evidence of the actual and lawful source of funds, such as financial statements, a creditworthiness report or an asset sale agreement, together with confirmation from the bank through which the payment will be made that sufficient funds are available to pay the Purchase Price. The bank or credit institution through which the Security Deposit and the Purchase Price are paid must be duly authorised to provide banking services in a Member State of the European Union and must comply with all applicable laws and regulations concerning the prevention of money laundering and terrorist financing.
--	--

Banka oziroma kreditna institucija, prek katere se izvrši plačilo varščine in kupnine, mora imeti dovoljenje za opravljanje bančnih storitev v eni od držav članic Evropske unije ter <u>mora biti pod nadzorom</u> pristojnega nadzornega organa. Zavezana mora biti k izvajanju veljavnih predpisov s področja preprečevanja pranja denarja in financiranja terorizma. Plačilo varščine in kupnine mora biti izvedeno ob upoštevanju veljavnih omejevalnih ukrepov Evropske unije ter sankcijskih režimov, ki jih upravlja Urad za nadzor tujih sredstev Ministrstva za finance ZDA (OFAC), kolikor so ti glede na okoliščine posameznega plačila uporabljivi. Pri izvedbi plačila ne smejo biti neposredno ali posredno udeležene osebe, subjekti, banke ali druge finančne institucije, za katere veljajo omejevalni ukrepi oziroma sankcije. Prodajalec lahko od kupca zahteva podatke in dokazila, tj. o banki, plačniku, izvoru sredstev ter plačilni poti, potrebna za izvedbo preveritev s področja preprečevanja pranja denarja in financiranja terorizma ter omejevalnih ukrepov. Plačilo, izvedeno v nasprotju s temi zahtevami, se ne šteje za pravilno izpolnitev kupčeve obveznosti. V primeru, da je varščina ali kupnina nakazana s transakcijskega računa, katerega imetnik ni ponudnik, ali pa ponudnikov transakcijski račun ni voden pri banki iz zadnjega odstavka, je Prodajalec upravičen zavrniti sprejem take varščine oz. kupnine. Zavezujoča ponudba, skupaj z zavezujočimi izjavami o razpoložljivosti sredstev, mora biti veljavna najmanj 60 dni od poteka roka za oddajo zavezujočih ponudb.	The bank or credit institution through which the Security Deposit and the Purchase Price are paid must be duly authorised to provide banking services in a Member State of the European Union and must be supervised by the competent regulatory authority. It must comply with all applicable laws and regulations concerning the prevention of money laundering and terrorist financing. The Security Deposit and the Purchase Price must be paid in compliance with all applicable restrictive measures of the European Union and, to the extent applicable in the circumstances of the relevant payment, the sanctions programmes administered by the Office of Foreign Assets Control of the United States Department of the Treasury (OFAC). No person, entity, bank or other financial institution subject to any such restrictive measure or sanction may be directly or indirectly involved in making, processing or receiving the payment. The Seller may require the Purchaser to provide such information and supporting documentation concerning the relevant bank, the payer, the source of funds, and the payment route as the Seller may reasonably require in order to carry out checks relating to the prevention of money laundering and terrorist financing and compliance with applicable restrictive measures and sanctions. Any payment made in breach of the requirements set out above shall not be deemed to constitute due and proper performance of the Purchaser's payment obligation. If the Security Deposit or the Purchase Price is paid from an account not held in the Bidder's name, or from an account maintained with a bank that does not meet the requirements set out above, the Seller may reject such payment. The binding Bid, together with the binding confirmations of the availability of funds, must remain valid for at least 60 days following the expiry of the deadline for the submission of binding Bids.
---	---

Če je ponudnik tuja pravna oseba, mora predložiti izpisek iz sodnega ali drugega pristojnega javnega registra, ki ni starejši od šestih tednov in iz katerega so razvidni najmanj firma, sedež in zakoniti zastopniki. Predložiti mora tudi dokumentacijo, na podlagi katere je mogoče ugotoviti njegove lastnike in dejanske lastnike odvisno od njegove pravnoorganizacijske oblike. Ponudnik s sedežem v državi članici Evropske unije predloži zlasti izpisek iz registra dejanskih lastnikov oziroma drugo enakovredno uradno dokazilo. Ponudnik s sedežem v tretji državi mora predložiti tudi ustanovitvene in druge verodostojne listine, iz katerih je razvidna celotna neposredna in posredna lastniška struktura do ravni fizičnih oseb, pri ponudniku iz države povečanega ali visokega tveganja pa se lahko zahtevajo tudi overjena dodatna dokazila in organigram lastniške strukture. Vsa dokumentacija v tujem jeziku mora biti predložena skupaj z uradnim prevodom v slovenski jezik. Ponudba mora biti v slovenskem ali angleškem jeziku. Vsak ponudnik lahko predloži le eno ponudbo. V primeru, da ponudnik predloži več kot eno ponudbo bodo vse njegove ponudbe izločene. C. <u>Varščina</u> Prodajalec bo obravnaval le ponudbe ponudnikov, ki najpozneje do 20.10.2026 do 12.00 na račun SI56 6000 0000 6000 006 nakažejo varščino v višini 50.000,00 EUR, s sklicem 30178 in namenom plačila »Varščina«, ter ponudbi priložijo potrdilo o plačilu. Varščina predstavlja ponudnikovo obveznost skleniti Pogodbo, če je njegova ponudba izbrana.	If the Bidder is a foreign legal entity, it must submit an extract from the court register or another competent public register that is no more than six weeks old and shows at least its registered name, registered office, and legal representatives. The Bidder must also submit documentation enabling the identification of its owners and beneficial owners, as applicable to its legal form. A Bidder with its registered office in a Member State of the European Union shall submit, in particular, an extract from the register of beneficial owners or other equivalent official evidence. A Bidder with its registered office in a third country must also submit its constitutional documents and other reliable documentation showing its entire direct and indirect ownership structure up to the level of the individual beneficial owners. Where the Bidder has its registered office in a country presenting an increased or high level of risk, additional certified supporting documents and an ownership structure chart may also be required. All documentation in a foreign language must be submitted together with an official translation into the Slovenian language. The bid must be submitted in Slovenian or English. Each Bidder may submit not more than one bid. In the event that the Bidder should submit more than one offer, all offers submitted by the same bidder will be disqualified. C. <u>Security Deposit</u> The Seller shall consider only Bids submitted by Bidders who, no later than 12:00 p.m. on 20 October 2026, pay a Security Deposit of EUR 50,000.00 into account No. SI56 6000 0000 6000 006, quoting reference number 30178 and stating "Security Deposit" as the purpose of payment, and enclose proof of payment with their Bid. The bid deposit secures the Bidder's obligation to enter into the Agreement if its Bid is selected.
---	---

2.2 Skrbni pregled Skrbni pregled bo možno opraviti po predhodnem dogovoru s prodajalcem, in sicer v obdobju od 21.09.2026 do 16.10.2026, na sedežu Prodajalca. Pogoj za izvedbo skrbnega pregleda je predhodni podpis Pogodbe o zaupnosti (NDA), ki ga bo Prodajalec zainteresiranim ponudnikom poslal na njihovo pisno zahtevo. Prodajalec si pridržuje pravico, da po lastni presoji posameznemu ponudniku, brez navedbe razloga, zavrne vpogled v dokumentacijo ali mu ne omogoči vpogleda v določene informacije. 2.3 Odpiranje zavezujočih ponudb Odpiranje zavezujočih ponudb ne bo javno. Prodajalec bo, ni pa k temu zavezan, sprejel odločitev o najugodnejši ponudbi praviloma v roku 60-ih dni od dneva, ko se izteče rok za oddajo ponudb in ponudnike obvestil o svoji odločitvi, vendar ni zavezan k nobeni obrazložitvi. Prodajalec si pridržuje pravico, da v postopku ne izbere nobenega ponudnika oz. zavrne vse predložene ponudbe, prav tako z nobenim ponudnikom ni dolžan skleniti kakršnegakoli dogovora ali pogodbe glede njunega sodelovanja v tem postopku prodaje Terjatve. 3. Sklenitev pogodbe Prodajalec bo s ponudnikom, ki bo uspel s ponudbo za odkup Terjatve, predvidoma v roku 30 dni od dneva obvestitve izbranega ponudnika o izbiri njegove ponudbe (ob predpogoju izkazane zakonitosti izvora sredstev za plačilo kupnine), sklenil pogodbo o odplačanem odstopu Terjatve (v tem razpisu se navaja tudi kot »Pogodba«). Ponudnik je dolžan na poziv Prodajalca nemudoma pristopiti k sklenitvi Pogodbe.	2.2 Due Dilligence A due diligence review may be conducted by prior arrangement with the Seller between 21 September 2026 and 16 October 2026 at the Seller's registered office. The execution of a Non-Disclosure Agreement (NDA) shall be a prerequisite for conducting the due diligence review. The Seller shall provide the NDA to interested Bidders upon their written request. The Seller reserves the right, at its sole discretion and without providing any reason, to deny a particular Bidder access to the documentation or to prevent it from accessing certain information. 2.3 Opening of the binding offers The opening of the binding Bids shall not be public. The Seller may, but shall be under no obligation to, select the most favourable Bid, as a rule within 60 days following the expiry of the deadline for the submission of Bids. The Seller shall notify the Bidders of its decision but shall not be required to provide any reasons for it. The Seller reserves the right not to select any Bidder or to reject all submitted Bids. Furthermore, the Seller shall have no obligation to enter into any legal transaction or agreement with any Bidder in connection with this Receivable sale process. 3. Conclusion of the Agreement Subject to verification of the lawful source of the funds to be used for payment of the Purchase Price, the Seller intends to enter into a Receivable sale and assignment agreement (the "Agreement") with the successful Bidder within 30 days after notifying the Bidder that its bid has been selected. Upon the Seller's request, the successful Bidder must promptly enter into the Agreement.
---	---

V primeru, da Pogodba s strani Ponudnika ni podpisana v danem roku ali Ponudnik umakne ponudbo ima Prodajalec pravico zadržati vplačano aro. Izbrani ponudnik bo izbran skladno z naslednjim vrstnim redom kriterijev: ponujena najvišja končna ponudbena cena za odkup Terjatve, rok in način plačila. Prodajalec bo po lastni presoji ocenil primernost ponudbe. V primeru, da več ponudnikov ponudi enako oz. primerljivo ceno, se s ponudniki lahko izvedejo individualna pogajanja po enakem merilu za izbor ponudbe. V primeru sklenitve pogodbe se vplačana varščina šteje kot ara, dana v znamenje, da je Pogodba sklenjena, in se pri izpolnitvi Pogodbe všteje v izpolnitev kupčeve obveznosti plačila kupnine. Pravočasna poravnava kupnine bo bistvena sestavina Pogodbe. Če kupec zamudi s poravnavo preostanka kupnine (celotna kupnina z upoštevanjem vštete are), se šteje Pogodba za razvezano in Prodajalec obdrži aro. Ponudnikom, katerih ponudbe Prodajalec ne bo ocenil kot primerne oziroma katere s strani Prodajalca ne bodo izbrane, se vplačana varščina neobrestovana vrne v enkratnem znesku tretji delovni dan po sklenitvi Pogodbe z izbranim ponudnikom, vse to pod pogojem, da ponudnik predhodno predloži Prodajalcu pisno izjavo z navedbo njegovega računa, na katerega naj se vrne varščina. V primeru, da se pisna izjava predloži kasneje, se neobrestovana varščina vrne tretji delovni dan po predložitvi izjave z navedbo računa, na katerega se naj varščina vrne. Prenos Terjatve in izročitev notarsko overjenega izvirnika Pogodbe bo skladno s Pogodbo realiziran po plačilu celotne kupnine. Vse davke, stroške in	If the Agreement is not signed by the Bidder within the specified period, or if the Bidder withdraws the offer, the Seller shall be entitled to retain the deposit paid. The selected Bidder will be chosen in accordance with the following order of criteria: the highest final Purchase Price offered for the Receivable, the payment period and the method of payment. The Seller will assess the suitability of each bid at its sole discretion. If two or more Bidders offer the same or a comparable Purchase Price, the Seller may conduct separate negotiations with those Bidders, applying the same selection criteria. If the Agreement is entered into, the security deposit paid shall be deemed an earnest-money deposit given as evidence that the Agreement has been concluded and shall, upon performance of the Agreement, be credited towards the Buyer's obligation to pay the purchase price. Timely payment of the Purchase Price shall constitute an essential term of the Agreement. If the Purchaser fails to pay the balance of the Purchase Price on time (the total Purchase Price less the earnest money already credited towards it), the Agreement shall be deemed terminated and the Seller shall retain the earnest money. Bidders whose bids are not deemed suitable or are not selected by the Seller shall receive a refund of the deposit paid, without interest and in a single amount, on the third business day following the execution of the Agreement with the selected bidder, provided that the bidder has previously submitted to the Seller a written statement specifying the bank account to which the deposit is to be refunded. If the written statement is submitted at a later date, the deposit shall be refunded, without interest, on the third business day following the submission of the statement specifying the bank account to which the refund is to be made. The transfer of the Receivable and the delivery of the original notarised Agreement shall be completed in accordance with the Agreement following payment of the Purchase Price in full. All
--	---

morebitne druge javne dajatve, vključno z morebitnimi notarskimi stroški, v zvezi s prenosom oz. prodajo terjatve bo nosil in plačal izbrani ponudnik – kupec. Terjatev se prodaja po načelu »videno-kupljeno« (izključena so jamstva Prodajalca med drugim tudi jamčevanje za izterljivost Terjatve), pri čemer se na kupca prenesejo vse Terjatve prodajalca, vključno s pripadki in stranskimi pravicami, v največjem zakonskem dopustnem obsegu. 4.Drugo Ponudniki sami nosijo stroške udeležbe na tem razpisu oz. postopku prodaje Terjatve ter vse morebitne s tem povezane stroške, ne glede na uspeh na tem razpisu. Prodajalec si pridržuje pravico do spremembe postopka in pogojev prodaje Terjatve. Ponudniki s svojim vstopom v postopek razpisa (to je s sklenitvijo Pogodbe o zaupnosti) soglašajo s pogoji izvedbe le-tega in se zavezujejo v najširšem obsegu sodelovati s Prodajalcem pri ugotavljanju/izkazovanju zakonitosti izvora sredstev za plačilo kupnine. 5. Pravica do preklica in izključitev odškodninske odgovornosti Prodajalca Prodajalec si pridržuje pravico kadarkoli in brez pojasnila spremeniti načrtovani potek, korake ali druge elemente postopka, prav tako lahko kadarkoli prekine ali ustavi postopek zbiranja ponudb, prodaje oz. pogajanj, za kar ne nosi nobene odgovornosti in ponudniki iz tega naslova ne morejo zoper Prodajalca uveljavljati nikakršnih zahtevkov. Prodajalec si pridržuje pravico, da v nadaljnjem postopku prodaje Terjatve ne izbere nobenega ponudnika in Pogodbe ne sklene z nobenim ponudnikom.	taxes, costs and any other public charges, including any notarial fees, arising in connection with the transfer or sale of the Receivable shall be borne and paid by the selected bidder - the Buyer. The Receivable are sold on an “as is” basis. All warranties and representations of the Seller are excluded, including, without limitation, any warranty as to the recoverability or collectability of the Receivable. All of the Seller’s rights in respect of the Receivable, together with all appurtenances and ancillary rights, shall be transferred to the Buyer to the fullest extent permitted by law. 4.Other Each Bidder shall bear its own costs of participating in this Invitation and the related sale process, regardless of whether its bid is successful. The Seller reserves the right to amend the sale process and the terms and conditions of the sale of the Receivables. By participating in the tender process (i.e. by executing the NDA), the Bidders agree to the terms and conditions governing the process and undertake to cooperate with the Seller to the fullest extent possible in establishing and demonstrating the lawful source of the funds intended for payment of the Purchase Price. 5. Seller’s Right to Cancel the Tender Process and Exclusion of Liability for Damages The Seller reserves the right, at any time and without providing any explanation, to amend the proposed course, stages or any other elements of the process. The Seller may also suspend or terminate the bidding, sale or negotiation process at any time, without incurring any liability whatsoever, and no bidder shall be entitled to assert any claim against the Seller on that basis. The Seller reserves the right not to select any bidder in the further course of the Claim sale process and not to enter into the Agreement with any bidder.
--	--

Odškodninska odgovornost Prodajalca je v celoti izključena. 6.Varovanje osebnih podatkov V smislu predpisov o varovanju osebnih podatkov Prodajalec s predmetnim postopkom zasleduje svoj pogodbeni in zakoniti interes, kjer je Prodajalec kot dober gospodarstvenik upravičen in dolžan zagotoviti poplačilo zapadlih in neplačanih terjatev iz naslova kreditnih pogodb. Vsaka oseba, ki se ji skladno s tem razpisom omogoči vpogled v osebne podatke soglaša in izjavlja, da bo podatke uporabljala skladno z vsakokratnim veljavnim Zakonom o varstvu osebnih podatkov in GDPR, vse to v svojem imenu in za svoj račun kot upravljalec osebnih podatkov ter izključno za namen priprave ponudbe v predmetnem postopku. 7. Dodatne informacije Potencialni ponudniki lahko dodatne informacije dobijo preko elektronske pošte: izterjava@lon.si 8. Pravo in pristojnosti Ta razpis je sestavljen v slovenskem in angleškem jeziku, pri čemer v primeru odstopanj med obema verzijama besedila prevlada verzija v slovenskem jeziku. Za to povabilo oziroma objavo, postopke, vezane na to povabilo in zbiranje ponudb se uporablja pravo Republike Slovenije. V primerih kakršnihkoli sporov je krajevno pristojno sodišče v Ljubljani. Kranj, Prodajalec: Hranilnica Lon d.d.	The Seller's liability for damages is excluded in its entirety. 6. Personal Data Protection In accordance with the applicable personal data protection regulations, the Seller pursues its contractual and legitimate interests through this tender process, as the Seller, acting as a diligent business entity, is entitled and obliged to ensure the repayment of Receivables arising from loan agreements. Any person who is granted access to personal data pursuant to this tender acknowledges and agrees that they shall process such data in accordance with the applicable Slovenian personal data protection legislation and the GDPR, acting in their own name and on their own behalf as a data controller, and solely for the purpose of preparing a bid in this tender procedure. 7. Additional information Potenital Bidders may request additional information by email: izterjava@lon.si 8.Law and Jurisdiction This Invitation has been prepared in Slovenian and English. In the event of any discrepancy between the two versions, the Slovenian - language version shall prevail. This Invitation and all procedures relating to it, including the collection of bids, shall be governed by the laws of the Republic of Slovenia. The courts in Ljubljana shall have exclusive territorial jurisdiction over any dispute arising out of or in connection with this Invitation or the related procedures. Kranj, Prodajalec: Hranilnica Lon d.d.
---	---

Priloga št. 1

ZAVEZUJOČA PONUDBA

V zvezi z Razpisom za zbiranje zavezujočih ponudb za odkup terjatve z dne _____ (v nadaljevanju »Razpis«), Ponudnik _____, (v nadaljevanju »Ponudnik«), Matična številka _____, ki ga zastopa _____ (v nadaljevanju »Ponudnik«) v postopku prodaje Terjatve upnika Hranilnica LON d.d., Žanova ulica 3, 4000 Kranj, matična številka 5624908000 (v nadaljevanju »Prodajalec«) do dolžnika _____ daje Prodajalcu naslednjo zavezujočo in nepogojno ponudbo:

- Ponudbena cena za odkup Terjatve, ki je zavarovana kot je navedeno v 1. točki Razpisa, skupaj s pripadki in stranskimi pravicami znaša _____ EUR neto.
- Rok plačila kupnine _____ dni od sklenitve Pogodbe.
- Veljavnost ponudbe do vključno _____.
- Ta ponudba je zavezujoča in nepogojna.

Ponudnik izjavlja in jamči:

- Da sprejema vse pogoje Razpisa.
- Da je bila dne _____ skladno z določbami Razpisa plačana varščina v višini _____ EUR ter je dokazilo o plačilu priloženo tej ponudbi.
- Da se bo nakazilo varščine in kupnine izvedlo v skladu z veljavnimi predpisi s področja preprečevanja pranja denarja in financiranja terorizma, veljavnimi omejevalnimi ukrepi Evropske unije ter, kolikor se uporabljajo glede na okoliščine posameznega plačila, sankcijskimi režimi, ki jih upravlja Urad za nadzor tujih sredstev Ministrstva za finance ZDA (OFAC).
- Da se odpoveduje vsem zahtevkom zoper Prodajalca, ki bi izvirali iz sodelovanja v tem postopku, izrecno tudi zahtevkom za povračilo stroškov, škode in podobno.

V _____, _____

Ponudnik:

Annex 1

BINDING BID

With reference to the Invitation to Submit Binding Bids for the Purchase of the Receivable dated _____ (hereinafter: the **"Invitation"**), the bidder

(hereinafter: the **"Bidder"**), registration number _____, represented by _____, hereby submits to Hranilnica LON d.d., Žanova ulica 3, 4000 Kranj, registration number 5624908000 (hereinafter: the **"Seller"**), in the process for the sale of the Seller's Receivable against the debtor _____, the following binding and unconditional Bid:

- The net price offered for the purchase of the Receivable, secured as specified in Section 1 of the Invitation, together with all accrued interest and ancillary rights, is EUR _____.
- The Purchase Price shall be paid within _____ days following the conclusion of the Agreement.
- The Bid shall remain valid until and including _____.
- This Bid is binding and unconditional.

The Bidder represents and warrants:

- that it accepts all the terms and conditions of the Invitation;
- that, in accordance with the provisions of the Invitation, a Bid Deposit in the amount of EUR _____ was paid on _____ and that proof of payment is enclosed with this Bid;
- that the Bid Deposit and the Purchase Price shall be transferred in compliance with the applicable regulations on the prevention of money laundering and terrorist financing, the applicable restrictive measures of the European Union and, to the extent applicable in light of the circumstances of the relevant payment, the sanctions programmes administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC); and
- that it waives all claims against the Seller arising from its participation in this process, including, without limitation, any claims for reimbursement of costs or compensation for damages.

Signed in _____ on _____

Bidder: