

REGULATION FOR THE ORGANIZATION OF THE AUCTION FOR THE SALE OF PLASTIC INJECTION MACHINES

This Regulation establishes the stages, the way of organizing and carrying out the process of selling **the plastic injection machines (hereinafter referred to as the Goods)** owned by Electromagnetica S.A.

The sale is made entirely of the entire lot or fractional.

I. PRINCIPII

The principles underlying the selection of bidders and the awarding **of plastic injection machines** at the Public Auction for sale are the following:

- a) transparency, i.e. making available to all interested parties the information regarding the application of the procedure for the sale of the Goods, the property of the Seller;
- b) equal treatment for all tenderers, meaning that all selection criteria are applied in a non-discriminatory manner;
- c) free competition, respectively ensuring the conditions for any candidate, Romanian or foreign natural or legal person, capable, according to the legislation, of acquiring movable property on the territory of Romania, to have the right to participate in the Auction organized for the sale of such goods;
- d) proportionality, meaning that a fair award procedure is defined and carried out in relation to bidders.

The process of selling plastic injection machines will comprise two stages:

1. Designation of the successful bidder/buyer of the Asset;
2. Conclusion *of the Sale-Purchase Agreement*.

II. DEFINITIONS

AUCTION means competitive auction with call, i.e. the sale procedure, of an open nature, by sending bids, in which an unlimited number of participants can participate, used for the transparency of the transaction and ensuring equal treatment between bidders, during the Auction meeting the bidders having the right to bid by call in the established order a price equal to or higher (an upward price);

SELLER or **ELECTROMAGNETICA S.A.**, with headquarters in Bucharest, Calea Rahovei no. 266 – 268, sector 5, registered with the Trade Register under no. J1991000019408, having CUI RO 414118, and IBAN account no. **RO93BTRLRONCRT0317847001** opened at Banca Transilvania S.A.

BIDDER - any natural or legal person, who wishes to purchase **the plastic injection machines** provided in the Tender Specifications and who meets the conditions for participation in the Auction established by this Regulation;

OBJECT OF THE AUCTION ("Goods") – the sale of **plastic injection machines**, described in the Specifications. The sale is made entirely of the entire lot or fractional.

SALE-PURCHASE CONTRACT - finalized agreement concluded between the Seller and the successful bidder which has as its object the transfer of the ownership right over **the plastic injection machines** owned by Electromagnetica S.A., in the form annexed to the Specifications, respectively as Annexes 1.1. – 1.17.

STARTING PRICE - the price requested by the Seller for the Auction meeting, indicated in the Auction Organization Regulations for each car;

TENDER SPECIFICATIONS - includes the conditions for participation in the public auction organized for the sale of **plastic injection machines**, respectively the sale announcement, the presentation of **the plastic injection machines** put up for sale, the right to bid by shouting in the established order, an equal or higher price (an upward price);

WARRANTY - in order to protect the Seller from the risk of improper conduct by the Auctioneer (e.g., but not limited to, participating in the Auction with the aim of influencing the sale price/participation in the Auction without the intention of offering the starting price and/or concluding the contract, as well as any other act or fact contrary to the principle of good faith in negotiations, etc.), during the Auction and until the conclusion *Contract of sale - purchase*, the bidder shall record a guarantee of participation in the Auction under the conditions described in the Tender Specifications.

At the written request of the participants in the Auction (except for the successful bidder), the Guarantee is refunded starting with the first working day following the resolution of the appeals or after the expiry of the deadline provided in the documentation for submitting appeals, if no appeals are registered.

A non-refundable participation fee is paid for participation in the Auction, the value for each car being described in Annexes 1.1. – 1.17. of the Tender Specifications, to which VAT is added. This is paid by bank transfer, to the company's account, the IBAN account no. **RO93BTRLRONCRT0317847001** opened by ELECTROMAGNETICA S.A. at Banca Transilvania S.A. The participation fee is not refunded at the end of the Auction, regardless of the result of the Auction.

Additional information about the Goods, visits, other information than the information mentioned in the Tender Specifications and/or made public by the ELECTROMAGNETICA S.A. website, can be requested only with proof of payment of the participation fee.

TENDER COMMISSION

- Odoviciuc Mihai - President;
- Chirilov Cristina Mirela - Member,

- Stanciu Rares Florentin - Member.

III. AUCTION ROUNDS

1. The auction will take place on **September 23, 2026, at 10:00 a.m.** and **September 30, 2026, at 10:00 a.m.**, the starting price requested by the Seller, indicated in the Auction Organization Regulations for each car, brought to the attention of the bidder and accepted by the bidder, being described in Annexes 1.1. – 1.17. of the Tender Specifications.

If no bid is registered that meets the conditions for awarding, new Auction meetings will be organized, at the same location and in compliance with the initial conditions of participation, as follows:

No.	Date of the meeting	Starting price	Maximum term for concluding the Sale-Purchase Agreement
1.	September 23, 2026	According to the Annex	30 working days from the signing of the award report, according to Point IV of the Tender Specifications
2.	September 30, 2026	According to the Annex	30 working days from the signing of the award report, according to Point IV of the Tender Specifications

2. The qualification documents will be submitted/sent at least 2 working days before the date of the Auction meeting, at the headquarters of ELECTROMAGNETICA S.A. or at the email address juridic@electromagnetica.ro. If the documentation will be sent by email, it will be signed with a qualified electronic signature, according to the legal provisions.

3. If at the start of the Auction there will be two or more participants declared qualified, bidding will be started by call at a price equal to or higher (an upward price) than the starting price requested by the Seller, at the Auction step specified for each car in Annexes 1.1. – 1.17. from the Tender Specifications.

If there is at least one participant who chooses to improve the submitted bid (by increasing the price), with a value at least equal to a multiple/multiples of the Auction step, the participant who will offer the highest price will be declared the winner.

In the event that no participant declared qualified opts for the improvement of the submitted bid or, although he opts for the improvement of the submitted bid, the price offered is the same, the participant who, at a price offer equal to another participant, offers the best payment conditions according to the following criteria in order, will be declared the winner:

- i.) The winner will be declared the first participant who offers the shortest payment term of the total award price;
- ii.) The winner will be declared the first registered participant in the Auction according to the lower number of entries (received according to Point VI.3).

If there is only one bidder who offers the minimum starting price, he is declared the winner, in the absence of other offers higher in value.

IV. PAYMENT TERMS

The bidder declared winner of the Auction will make the payment for the value **of the plastic injection machines** by bank transfer. The Purchase Price will be paid as follows:

Tranche	Percentage value of hammer price (%)	Payment deadline
1.	100%	Upon signing the SALE-PURCHASE CONTRACT, which will be concluded within a maximum of 30 working days from the date of signing the award report, in full, in compliance with the provisions of Point IV of the Tender Specifications
Total (%):	100%	

V. ORGANISATION OF THE TENDER

The auction will be organized and carried out by ELECTROMAGNETICA S.A., as seller, through the Auction commission, in compliance with the following rules by the bidders:

1. The Auction Organization Regulations are made known to the bidders together with the Tender Specifications, on the website of ELECTROMAGNETICA S.A., www.electromagnetica.ro, respectively <https://electromagnetica.ro/anunturi-licitatii-vanzari>. The Company may organize viewings at the company's headquarters where the goods are stored. Only persons who have paid the Auction participation fee can participate in the viewings.
2. The submission of the qualification documents will be made according to the conditions and within the deadline provided in the Tender Specifications, in a sealed envelope, with a letter of advance, at the headquarters of ELECTROMAGNETICA S.A. or in electronic format by email to juridic@electromagnetica.ro [address](#), in this case the documents being sent with a qualified electronic signature (according to the legal provisions) within the deadline described in Point III.

3. The documents that will be submitted by the bidders at the headquarters of ELECTROMAGNETICA S.A. or in electronic format by email to the juridic@electromagnetica.ro address are those specified in the Tender Specifications.

The absence of any of the requested documents or their presentation in breach of the conditions mentioned in the Tender Specifications, by the deadline for submitting the documents, entails the automatic disqualification (exclusion) from participation in the Tender, as well as the exclusion of their bid.

In order to participate in the Auction, the bidders shall submit the documents provided by these Regulations and a Participation Guarantee which shall constitute part of the sale price. The Guarantee, in the amount described in Annexes 1.1. – 1.17. from the Tender Specifications, will be paid into the IBAN account no. **RO93BTRLRONCRT0317847001**, opened by ELECTROMAGNETICA S.A. at Banca Transilvania S.A., by payment order, the date of the transaction being at least 2 (two) working days before the date of the Auction.

The return of the Participation Guarantee is made in accordance with the provisions of the Tender Specifications.

4. The auction will start on **September 23, 2026, at 10:00 a.m.** and **September 30, 2026, at 10:00 a.m.**, at the headquarters in Bucharest, Calea Rahovei no. 266 – 268, sector 5 and is open only to participants declared qualified.
5. Bidders will comply with the regulations in force (legal or conventional) regarding the mandate of persons, the powers conferred by the internal decision-making bodies, but also any restrictions imposed by legislation or contract.

VI. CONDUCT OF THE AUCTION

On the occasion of the Auction, the natural persons who participate in their own name or the natural persons who participate as representatives will legitimize themselves with the identity document of which a copy was submitted according to Chapter III of the Tender Specifications.

1. The auctions will take place at the place, on the date and time announced according to the schedule established in Point III.
2. The Auction meeting is opened and led by the President of the Auction Commission, who announces the manner of the Auction, presents the object of the Auction (sale of plastic injection machines, described in Annexes 1.1. – 1.17. of the Tender Specifications) and the minimum starting price of the Auction for each car. The Auction Commission notes the registration/non-registration of the documents necessary for participation in the Auction by the deadline specified for the respective Auction.
In the event that, by the deadline for submitting bids, the documents necessary for participation in the Auction by any person are not submitted, a report will be concluded

that will include, at least, the place, date and time when the Auction was held, the composition of the Auction commission and the fact that the documents necessary for participation in the Auction by any person have not been submitted by the deadline.

During the Auction round, the President ensures that each bidder has understood the procedure for conducting it (by signing an express declaration in this regard). Before the start of the Auction meeting, the admitted bidders are handed coupons with increasing identification numbers, in the order of submitting the documents for participation in the Auction.

3. The President of the Auction Commission will announce that the only guarantee that is offered by the Seller is that he is the owner of the plastic injection machines and has the right to sell. The successful bidder assumes, by purchasing at the auction price, all the responsibilities imposed by owning the plastic injection machines under the conditions of the law and the Specifications;
4. Bidders may increase the prices offered by filling in a form, within an Auction round of up to 5 minutes. In an Auction round, the new prices are higher by at least one Auction step than the maximum price offered by any of the bidders in the previous round. At the end of each Auction round, the new prices offered are communicated to the participants, after which a new Auction round begins. The auction continues until during a round there is no further change in the offered price. Only the bid that meets all the conditions for participation and has offered the highest price (which is greater than or equal to the amount from which the Auction starts) will be declared the winner;
5. The award of the Tender shall be made in accordance with the criteria set out in Point VI.
6. Bidders who do not wish to continue participating in the bidding process, respectively those who withdraw, will explicitly announce this fact and will refrain from any subsequent remarks or observations during the Auction. Otherwise, they will be evicted from the Auction room. The withdrawal will be explicitly recorded in the minutes of the Auction.
7. Only natural bidders, persons who have full powers to represent the legal person or their proxies/intermediaries depending on the situation are admitted to the room where the Auction will actually take place. The Commission has the right to stop the Auction in case of suspicion of the bidders' conduct.
8. The President of the Tender Commission shall notify the successful bidder, shall declare the Auction meeting closed, after which the award report shall be drawn up signed by the members of the Tender Commission and by the bidders in accordance with the provisions of the Tender Regulations and the Tender Specifications. The refusal of a bidder to sign the award report shall be expressly recorded and shall not affect its validity.

9. The conclusion of *the Contract for the sale – purchase of plastic injection machines* will be made in compliance with the conditions of the Specifications.
10. All expenses related to the disposal of plastic injection machines will be borne by the buyer.

VII. INCIDENTS. APPEALS

Any incidents and/or appeals will be resolved in accordance with the provisions of the Tender Specifications.

The sale-purchase contract will be signed with the successful bidder, within 30 working days from the date of signing the award report.

The failure of the winning bidder to sign *the Sale-Purchase Contract*, on the date and place mentioned in the invitation sent to the email address indicated by the Bidder (date that complies with the deadline of 30 working days from the date of signing the award report provided for in the Regulation), is considered as a waiver by the winning bidder of the Goods awarded and, implicitly, of the guarantee of participation in the Auction. In this case, of the failure of the winning bidder to sign *the Sale-Purchase Agreement*, but also for the non-signing of *the Sale-Purchase Agreement* by the Bidder for any reason, the guarantee of participation in the Auction shall not be returned to the winning bidder.

The rights and duties of the parties are established by *the Sale-Purchase Agreement*.

VIII. FREEDOM TO TERMINATE/CANCEL THE TENDER

1. The SELLER may terminate/cancel/suspend/terminate, by simple will, the Auction, at any time until the date of signing the minutes of the award of the Auction with the successful bidder. In this case, it is not bound by any obligation other than that of returning the guarantee, except when the cancellation of the Auction is made after the award, if the winning bidder does not conclude *the Sale-Purchase Agreement* within the agreed term, as provided in the Tender Specifications. Any other effects of the Auction procedure do not apply to it.
2. If the SELLER chooses to terminate the Auction, it may restart a new Auction procedure on the same goods at any time.