ELECTROMAGNETICA

SOCIETATE COMERCIALĂ PE ACȚIUNI

REGULATION FOR ORGANIZING THE AUCTION FOR THE SALE OF CERTAIN PLASTIC INJECTION MACHINES

This Regulation establishes the stages, organization, and conduct of the sales process for **certain plastic injection machines (hereinafter referred to as Goods)** owned by Electromagnetica S.A.

Sales are made in bulk or in installments.

I. PRINCIPII

The principles underlying the selection of bidders and the awarding **of plastic injection machines** at the public auction for sale are as follows:

a) transparency, namely making available to all interested parties information regarding the application of the procedure for the sale of Goods, owned by the Seller;

b) equal treatment for all bidders, meaning that all selection criteria are applied in a non-discriminatory manner;

c) free competition, namely ensuring conditions for any candidate, Romanian or foreign natural or legal person, capable, according to legislation, of acquiring movable goods on Romanian territory, 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 conducted in relation to bidders.

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

1. Designation of the Asset's awardee/buyer;
2. Conclusion *of the Sale-Purchase Contract.*

II. DEFINITIONS

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

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

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

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

SALE-PURCHASE CONTRACT - finalized agreement concluded between the Seller and the successful bidder concerning the transfer of ownership rights over the **plastic injection machines** owned by Electromagnetica S.A, in the form attached to the Specifications, as Annexes 1.1. – 1.2.

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

SPECIFICATIONS - includes the conditions for participation in the Public Auction organized **for the sale of plastic injection machines**, namely the sale announcement, presentation **of the plastic injection machines** put up for sale, the right to bid by bidding in the established order, a price equal to or higher (an upward price);

WARRANTY - to protect the Seller from the risk of improper conduct by the bidder (for example, but not limited to, participation in the Auction with the intent to influence the sale price/participation in the Auction without intending to offer the starting price and/or to conclude 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 *Sale-purchase contract*, the bidder records a participation guarantee for the Tender under the conditions described in the Terms of Reference.

At the written request of the participants in the Auction (except the successful bidder), the Guarantee is refunded starting from the first working day after the resolution of appeals or after the deadline specified in the documentation for submitting appeals has expired, 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. – 1.2. of the Tender Specifications, plus VAT. This is paid by bank transfer, to the company's account, 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 Auction result.

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

TENDER COMMITTEE

- Mihai Odoviciuc - President;
- Chirilov Cristina Mirela - Member,
- Maria Alexandra Gârzu - Member.

III. AUCTION ROUNDS

1. The auctions will take place on **November 27, 2026, 11:00**, **December 4, 2026, 11:00, and December 11, 2026, 11:00**, with the starting price requested by the Seller, indicated in the Auction Organization Regulations for each car, communicated to the

bidder and accepted by the bidder, as described in Annexes 1.1. – 1.2. of the Tender Specifications.

If no offer meeting the award conditions is registered, new Auction meetings will be organized at the same location and in compliance with the initial participation conditions, as follows:

No.	Meeting date	Starting price	Maximum term for concluding the Sale-Purchase Contract
1.	**November 27, 2026**	According to the annex	7 working days from signing the award report, according to Point IV of the Specifications
2.	**December 4, 2026**	According to the annex	7 working days from signing the award report, according to Point IV of the Specifications
3.	**December 11, 2026**	According to the annex	7 working days from signing the award report, according to Point IV of the Specifications

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

3. If at the start of the Auction there are two or more participants declared qualified, bidding will begin by bidding 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 individually in Annexes 1.1. – 1.2. from the Tender Specifications.

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

If no declared qualified participant opts to improve the submitted offer or, although they opt to improve the submitted offer, the offered price is the same, the winner will be the participant who, at a price offer equal to another participant, offers the best payment terms according to the following criteria in order:

i.) The winner will be declared the first participant to offer the shortest payment term of the total prize price;
ii.) The winner will be declared the first participant registered in the Auction according to the lowest number of entries (received according to Point VI.3).

If there is only one bidder offering the minimum starting price, they are declared the winner, in the absence of other higher-value offers.

IV. PAYMENT TERMS

The bidder declared the 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 the auction price (%)**	**Payment deadline**
1.	100%	Upon signing the SALE-PURCHASE CONTRACT, which will be concluded within a maximum of 7 working days from the date of signing the award report, in full, in compliance with the provisions of Point IV of the Terms of Reference
Total (%):	**100%**	

V. ORGANIZATION OF THE AUCTION

The auction will be organized and conducted by ELECTROMAGNETICA S.A., as the seller, through the Auction Commission, with bidders respecting the following rules:

1. The Auction Organization Regulations are communicated to bidders along with the Terms of Reference, on the ELECTROMAGNETICA S.A. website, **www.electromagnetica.ro,** and 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 participation fee for the Auction may participate in the viewings.

2. The submission of qualification documents will be done according to the conditions and within the deadline specified in the Specifications, in a sealed envelope, with a submission letter, at the headquarters of ELECTROMAGNETICA S.A. or electronically by email to juridic@electromagnetica.ro, in which case the documents will be sent with a qualified electronic signature (according to legal provisions) by the deadline described in Point III.

3. The documents to be submitted by bidders at the headquarters of ELECTROMAGNETICA S.A. or electronically by email to juridic@electromagnetica.ro address are those specified in the Terms of Reference.

The absence of any of the requested documents or their submission without complying with the conditions mentioned in the Terms of Reference, by the deadline for submitting documents, results in automatic disqualification (exclusion) from participation in the Auction, as well as exclusion from their offer.
To participate in the Auction, bidders must submit the documents required by this Regulation and a Participation Guarantee, which constitutes part of the sale price. The guarantee, in the amount described in Annexes 1.1. – 1.2. from the Tender Specifications, will be paid into IBAN account no. **RO93BTRLRONCRT0317847001**, opened by ELECTROMAGNETICA S.A. at Banca Transilvania S.A., by payment order, the transaction date being at least 2 (two) working days before the Auction date.
The return of the Participation Guarantee is made in accordance with the provisions of the Terms of Reference.

4. The auctions will start on **November 27, 2026, at 11:00**, **December 4, 2026, at 11:00, and December 11, 2026, at 11:00**, at the headquarters in Bucharest, Calea Rahovei no. 266 – 268, sector 5, and are open only to participants declared qualified.

5. Bidders will comply with current regulations (legal or conventional) regarding the mandate of individuals, powers conferred by internal decision-making bodies, as well as any restrictions imposed by legislative or contractual means.

VI. CONDUCT OF THE AUCTION

On the occasion of the Auction, individuals participating in their own name or individuals participating as representatives will identify themselves with an identity document whose copy was submitted according to Chapter III of the 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 chaired by the President of the Auction Committee, who announces the conduct of the Auction, presents the object of the Auction (sale of plastic injection machines, described in Annexes 1.1. – 1.2. of the Specifications), and the minimum starting price of the Auction for each individual machine. The Auction Committee notes the registration/non-registration of the documents required to participate in the Auction by the deadline specified for that Auction.
   If, by the deadline for submitting offers, no person has submitted the necessary documents for participation in the Auction, a report will be drawn up that will include, at least, the place, date, and time when the Auction was held, the composition of the Auction committee, and the fact that the necessary documents for participation by no person have 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 explicit declaration to that effect). Before the start of the Auction meeting, admitted bidders are handed vouchers with ascending identification numbers, in the order they submit their participation documents for the Auction.

3. The Chair of the Auction Committee will announce that the only guarantee offered by the Seller is that they are the owner of the plastic injection machines and have the right to sell. The successful bidder assumes, by purchasing at the tender price, all responsibilities imposed by owning the plastic injection machines under the law and the Specifications;

4. Bidders can increase the offered prices by filling out a form within a 5-minute Auction round. In an Auction round, the new prices are at least one Auction step higher than the maximum price offered by any bidder in the previous round. At the end of each Auction round, participants are informed of the new offered prices, after which a new Auction round begins. The auction continues until no further changes to the offered price occur during a round. Only the offer that meets all participation conditions and offered the highest price (which is greater than or equal to the starting amount of the Auction) will be declared the winner;

5. The award of the Tender is made in accordance with the criteria set out in Point VI.

6. Bidders who no longer wish to continue participating in the bidding process, or those who withdraw, will explicitly announce this and will refrain from any further remarks or observations during the Auction. Otherwise, they will be evicted from the Auction room. Withdrawal will be explicitly recorded in the Auction minutes.

7. Only natural bidders, persons with full authority to represent the legal entity, or their representatives/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 suspicions regarding the behavior of the bidders.

8. The president of the Auction committee announces the successful bidder, declares the Auction meeting closed, after which the award report is drawn up, signed by the members of the Auction committee and the bidders in accordance with the provisions of the Auction Regulations and the Terms of Reference. Refusal by a bidder to sign the award report will be expressly recorded and does not affect its validity.

9. The conclusion *of the Contract for the sale – purchase of plastic injection machines* will be done in compliance with the conditions in the Terms of Reference.

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 Terms of Reference.

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

Failure of the winning bidder to present themselves for *signing the Sale-Purchase Contract*, on the date and place mentioned in the invitation sent to the email address indicated by the bidder (date respecting the 7 working day deadline from the date of signing the award report provided in the Regulations), is considered as a waiver by the bidder of the Awarded Goods and, implicitly, of the guarantee of participation in the Auction. In this case, if the winning bidder fails to present themselves for signing *the Sale-Purchase Contract*, or *for any reason that the Sale-Purchase Contract* fails to sign , the Auction participation guarantee will not be returned to the winning bidder.

The rights and duties of the parties are established through *the Sale-Purchase Contract.*

VIII. FREEDOM TO TERMINATE/CANCEL THE AUCTION

1. The SELLER may denounce/cancel/suspend/terminate, by simple will, the Auction at any time until the date of signing the Auction award report with the successful bidder. In this case, they are not bound by any obligation other than the return of the guarantee, except when the Auction is canceled after the award, if the winning bidder does not conclude *the Sale-Purchase Contract* within the agreed term, as provided in the Specifications. Any other effects of the Auction procedure do not apply to it.

2. If the SELLER chooses to terminate the Auction, they may restart a new Auction procedure at any time regarding the same goods.