



TROOSTWIJK
INDUSTRIAL AUCTIONEERS & VALUERS SINCE 1930

ONLINE AUCTION

LEASING REMARKETING & MORE - Collective Italy **#3 (IT)**

Machinery and industrial equipment

Via Padana Superiore, 65 - 25046 **Cazzago S. Martino (BS)**
(Remarketing Way deposito)

Closing date: Thursday **28 SEPTEMBER** starting 09:48



Bidding only on the internet!

12-09-17 17.21

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TROOSTWIJK
INDUSTRIAL AUCTIONEERS & VALUERS SINCE 1930

Thursday 28 September 2017 LEASING REMARKETING & MORE - Collective Italy #3

Specific terms and conditions of the on-line auction - CS-200-07-EN

Closing date	Thursday 28 September 2017 starting 09:48 CET
Viewing	Wednesday 20 September By appointment Thursday 21 September By appointment Friday 22 September By appointment Remarketing Way deposito Via Padana Superiore, 65 25046 Cazzago S. Martino (BS), Italy
Company organising this Online Auction	TROOSTWIJK Srl Via Domenico Trentacoste, 9 20134 MILANO, Italy Phone: +39 02 45487421 Fax: +39 02 2664693 E-mail: info@troostwijk.it
Markup	18.00%
VAT	22.00%
Collection	Thursday 05 October By appointment Friday 06 October By appointment Monday 09 October By appointment Tuesday 10 October By appointment Wednesday 11 October By appointment Thursday 12 October By appointment Friday 13 October By appointment Remarketing Way deposito Via Padana Superiore, 65 25046 Cazzago S. Martino (BS), Italy
Viewing Instructions	Please note that this concerns an ascending auction sale, preceded by a viewingday. Placing a bid without viewing the equipment is at one's own risk.
Payment details	Full payment must be done within 3 days after awarding. Bank: BANK ING Wholesale Banking 20121 Milan IBAN : IT79 C034 7501 6010 0005 2069 370 SWIFT CODE: INGBITMMICM Account holder: Troostwijk Srl Ref.: "Auction: , buyer n."
Delivery date/time	All lots will be disconnected, dismantled, taken out of the factory and loaded on truck by purchaser at its own cost, in compliance with existing safety regulation. Purchased lots must be collected strictly within 13/10/2017 in co-ordination with Seller Plant manager . In case the lots are not collected by the aforementioned strict time limit, the right of the Seller and of Troostwijk Srl to

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declare termination of the contract because of purchaser default is however reserved. In this case Troostwijk Srl and the Seller shall keep as a penalty any amount which the buyer has already paid and they will be entitled to sell the items to other buyer or destroy them, even without any notice.

Goods could be collected only on working days, during standard working hours, in co-ordination with Seller plant manager. Collection of purchased items shall start only after written Authorization is issued by Troostwijk Srl, upon cashing of Purchase Price.

Don't send any truck or people to the site without appointment is fixed.

Subject to allocation

Some lot or combination could be market as 'Subject to allocation'. In this case, the highest bid for this lot will be presented to our client immediately after closing the auction. In two days the user will be informed if the bid for the lot is accepted.

Additional information

Vehicles: additional cost related to purchasing of vehicles due to change of property at Public Vehicle register, plate cancellation etc. remains to buyer side. These extra costs to be directly paid by buyer to the Car-Agency appointed by Troostwijk, before collection of good.

Currency: auction sale is conducted in EURO currency and just payment on this currency are accepted.

Combinations: All lots in a combination will be sold individually first. After the last lot is sold, the total of bids is raised 5%. This is the starting bid of the combination. If the combination is sold it overrules the individual bids, if not the individual bids are applicable.

Prolongation: If a bid is made in the last 5 minutes before the lot closes, the closing time of that lot will be extended with 5 minutes until no bids are made. From all lots without a bid, the closing time is extended with 30 minutes after the last closing time for lots in that auction.

Legal references: Troostwijk Srl VAT Nr. IT 01914310154 - Chamber of Commerce nr. MI 146-161497 - Licence ref. 16.03.2011 Questore di Milano

General terms and conditions

On the auction sale, the general terms and conditions of the on on on-line auction sale (code CG-201-07-EN) are applicable concerning the (possible) purchase of moveable assets, furthermore these specific terms and conditions as mentioned in the catalogue of the sale.

All assets are being sold strictly "as is, where is". No warranty is given, expressed or implied as to the condition or its fitness for use. Although the information and pictures contained in lots description was obtained from sources deemed reliable, the seller and Troostwijk make no warranty, expressed or implied as to the accuracy of the information. No responsibility whatsoever is assumed with respect to quantity, quality, dimensions, year of production and completeness of the goods. The descriptions are made under full reservation of potential errors which will be without any influence on a concluded sale. Placing a bid without viewing the equipment is at one's own risk.



Lot	Number Description	Starting Bid €
1	1 Electric reach truck Jungheinrich, ETV 214, year built 2000, serial number 91001858, Electric reach truck; with forks lateral moving; 48V battery; 48V three-phase rectifier; triplex gal mast; lifting height approx. 7700mm; free lift approx. 2456mm; closed mast envelope approx. 3100mm; cog payload approx. 600mm; meter reads 2879 hours; CE mark;	1,000.00
2	1 Mini photo-studio Orbitvu teleporting, Alphashot 360 XL, year built 2014, serial number 84, Mini photo-studio Alphashot all in one; for creation of professional 360° pictures; items maximum size 30x30x25; items max weight approx. 3kg; camera angle regulation 0-90°; led enlightenment power approx. 47000 lumen; hi CRI led enlightenment technology; pre-defined item profiles; dark, white, transparent, coloured, lucid; max res. unlimited; compatible cameras Canon and Nikon with multiple control; total size approx. 65x88x63 cm; total weight approx. 49kg; 230V; CE mark;	500.00
3	1 pneumatic conveyor unit Airtech, 100, year built 2008, serial number 0325/0234E, Pneumatic conveying unit for premixed powder products; on wheels; emergency button and control panel; nominal voltage 400 V; frequency 50Hz; full load current 13A; size about 120x60x80h cm; CE marked; weight about 164 kg	250.00
4	1 welding vacuum cleaner Indest, Welding vacuum cleaner; size about 70x100x190h cm; on pallet; Siemens control panel	350.00
5	1 Croissant production line Rondo, SCMG50A0, year built 2010, serial number D0145409, Croissant production line, in three parts: croissant group, model SCMG50A0 with ID D0355417, yoc 2010, CE mark, size approx. 235x98x105h cm; calibrator, model ZKWA607 -2KVV605PA, yoc 2010, size approx. 200x115x148 cm; croissant wrapper;	5,100.00
6	1 Pneumatic doser Rondo, KFGP ZFGPC4A, year built 2010, serial number D0501204, SS pneumatic doser; CE mark; emergency button; control panel;	800.00
7	1 Divider Rounder 3/4 RAM, SP30S, year built 2010, serial number 10291, Divider Rounder 3/4; CE mark; total weight approx. 230kg; 400V; power 1,3kW; 3,5A; on wheels; min. weight and max divisions 30; pasta max capacity 2,7kg; machine max weight approx. 195kg;	2,800.00
8	1 Fryer Fryer; size approx. 80x70x86h cm; two basins for oil;	100.00
9	1 Dough sheeter Rondo, Rondostar 4000 - SFS 660, year built 2010, serial number D0A361104, SS dough sheeter with double outfeed belt; on basement; CE mark; power 2kVA; 3x400V; 50Hz; with handbook; outfeed belts size approx. 175cm and 154cm; total weight approx. 310kg;	2,000.00
10	1 tilting device for waste bins BTE, DVCSM, year built 2007, serial number 05, tilting device for waste bins; overturning standard or personalized bins designed either as an integral part of stationary compactors or presses and as autonomous machines; size about 210x160x225 cm; control panel with emergency stop button	450.00
11	1 Pasta maker Ribaltatore Sottoriva, Prisma /B/1TWIST130D, year built 2011, serial number A74086, Pasta maker 130kg; 400V; 50Hz; 5,5kW; weight approx. 855kg; CE mark; size approx. 160x140x150h; basket diameter approx. 84cm; controls on board with emergency button; controls on basket; hydraulic work pressure 150bar;	2,500.00
12	1 Utensil washer Hoonved, EDI 8, Utensil washer; electronic control; double panel structure; 18/10 steel; fine satin finish; double door; easy opening; basket size approx. 810x700mm; washing temperature/time electronic control; total size approx. 100x85x185cm;	900.00



Lot	Number	Description	Starting Bid €
13	3	down draught benches C.I.A., BM2000, year built 2000, down draught bench; size about 200x100x90h cm, on wheels; CE marked; pressure gauge; one of the three tables lacks a wheel	450.00
14	1	power take-off test machine Previtali macchina, year built 2010, power take-off test machine; automatic, rotating head; size about 150x230x180h cm; digital control panel; emergency button	950.00
15	1	oscillating sander TB, 45B, oscillating sander; on wheels; three-phase asynchronous motor type H100 brand Fimec	650.00
16	1	palletizer system for book packs OMG, Portapack, year built 2007, palletizer system for book packs with pliers and diverter, including n.2 connecting conveyors; digital control panel with keyboard and mouse; cabin measures approx. 410x220x250h; it is advisable to take a look at the machine to check completeness	1,450.00
17	1	automatic packing machine for book parcels OMG, Autofard L500, year built 2007, serial number 604-2007, automatic packing machine for book parcels; automatic stop device and safeing of the winding, pneumatic loop; thermal bar with welding time adjustment and vertical uphill movement; max speed: 16-18 packs / min; maximum height of the package approx 250mm; max size about 400mm x 320mm; max film width 500 mm; machine size approx. 250x110x195h; total weight about 600 kg; CE marked	950.00
18	1	textile inspection table W.T.S., WR/CAR 620, year built 2006, textile inspection table; working width: 1600-1800-2000 mm; cylinder width: 1800-2000-2200 mm; basement with roller 420 kg; mechanical speed 5-50m / min; installed power: 2.5kw; highly recommended inspection	450.00
19	1	SS blast chiller IRINOX, MF 180.2, serial number 091000178, SS blast chiller; size approx. 155x136x220h cm; digital control panel; n.3 internal fans; 400V; 50/60Hz; 404A gas; 2,2/3,0kW; CE mark; external engine, CE mark;	2,200.00
20	1	Laser marker Foba, GP 9000, year built 2008, serial number 10683/ 10000, Laser marker; load workpieces up to 400kg; X axis up to 500mm; Y axis up to 500mm; Z axis (focus) up to 500mm; incision area 120x120mm ² (f=163mm); jog dial; axis manual activation; laser type Nd-YAG, 1064nm, with lamp pumping; laser power (CW) 150W; Ce mark; 400V; weight approx. 2500kg; size approx. 230x200x200h cm;	10,000.00
21	1	Digital scale Scale house electronic, ILW/T13181, Digital scale; with digital control; max load 150kg; CE mark; d=10kg; 9V adapter;	100.00
22	1	Tube-bending machine Transfluid, DB 630-3A- CNC, year built 2011, serial number 70763, Tube-bending machine "TRANSFLUID"; CNC automatic control; max bending radius 85mm; usable length 3048mm; bending speed °/sec. 275; power 22kW; total weight approx. 2500kg; total size approx. 5000x1200x1450h mm; CE mark; with handbook;	10,000.00
23	1	cartesian palletizer for wood SIRIO, year built 2008, serial number D8-04-06, cartesian palletizer for wood panels; automatic clamp / suction cup with accessories; max capacity about 150 kg; dismantled ; Marked CE. It is highly recommended to inspect it before bidding ;	1,450.00
24	1	"Lasagne" stacking machine GFM, IMP01, year built 2004, "Lasagne" stacking machine; dismantled in five parts; control panel with digital display and emergency button; outfeed belt size approx. 340x55x88h cm; with engine; passagelstair with n.4 steps; It is highly recommended to inspect it before bidding ;	3,000.00



Lot	Number	Description	Starting Bid €
25	1	Lathe Cincinnati - Hawk, TC 150 M, year built 2002, serial number 7051 F00 KH0652, "Hawk" lathe with "Fanuc 21i-T" handling unit; 400V; 50Hz; with basin for chips; with "VDI 30" 12-stages turret for tools; "ASA" 5 inches mandrel; 7,5kW; 5500rpm; with tools and toolholder; CE mark; size approx. 415x230x160h cm; It is highly recommended to inspect it before bidding ;	4,000.00
26	1	End milling machine Emmegi, Lilliput, year built 2010, serial number E212410, Horizontal end milling machine; power 1,53kW; engine 2850rpm; mandrel 6000rpm; working stroke 320mm; milling diameter min/max 70/180mm; milling height max 120mm; milling depth max 49mm; CE mark; weight approx. 190kg; size approx. 100x110x140h cm;	2,000.00
27	1	printing press KBA, 46 karat, year built 2002, serial number 1159, printing press; weight about 4500 kg; 5,5kw (7hp) three-phase engine; 380 V, 50hz; max sheet size 460x340mm; min sheet 100x90 mm; print size 450x330 mm; printing support thickness: 0.06-0.3 mm; slabs: pearldry plus dry; speed 7000 with automatic feed roller; exposure speed: 2.3 min to 1270 DPI; Laser modules: 6 units profire; missing side carter; CE marked; Some parts to be re-assembled; highly recommended to be inspected before bidding;	1,950.00
28	1	inside room fan-heater IMAS, UTR 50-12, year built 2006, serial number 106107/2, inside room fan-heater; consisting of: thermoventilating unit; hot water boiler; dosage system; air flow cap. 12000 mc/h ; thermal flow rate 175000 kcal/h; 2.2 Kw; 380 Volt; 50hz; CE Marked (excluding the last two pieces on top)	350.00
29	1	leaves folding machine Goss International, Sunday 5000 48 pag, year built 2008, leaves folding machine, damaged by fire; sold for spare parts usage; highly recommended to be inspected before bidding;	4,950.00
30	1	Photovoltaic system 30kWp Photovoltaic system 30kWp; modules "REC" 215 Wp; n.6 inverters "Powerone" 8kWp; n.6 pallets with approx. N.24 solar panels; zinc supports for panels; single panel size approx. 100x167x4 cm; maximum system voltage 1000 V; CE mark;	4,450.00
31	1	dust suction plant Aeron, dust suction plant; CE marked; size about cm 540 height; cm270 width; 310 cm length; dismantled and ground placed; to be inspected	450.00
32	1	generator set VISA ONIS, P500SS, year built 2007, serial number 505400116, generator set; Powerful series, Kw 400 / Kva500; Volt 400-231; 50 Hz; Ampere 578; threephase; weight about kg 6250; size about cm 520x220x275h; engine with missing parts; to be inspected	2,000.00
33	1	Tenoning machine Colombo, AT 35, year built 2008, serial number 384, Automatic tenoning machine with two shafts; end trimmer and tenoning carriage; blade diameter 400mm; speed 3000rpm; blade horizontal movement 120mm; working height max 120mm; tenoning carriage diameter 50mm; worktop 500x1100m; carriage length 480mm; vertical stroke 430mm; engine 7,5kW; total weight approx. 1800kg; total size approx. 2800x2100x2000h; CE mark;	1,750.00
34	1	Profiling machine Colombo, AP 35, year built 2008, serial number 287, Profiling machine with two rotation groups, right and left rotation, with motorized roller tractor; right profiling spindle 620-diameter 50mm; left profiling spindle 320-diameter 50mm; vertical and horizontal movement; n.2 self-braking motors 5kW and 7,5kW; total weight approx. 2600kg; CE mark; digital control panel; size approx. 410x170x190h cm;	7,000.00
35	1	Robotic plant for cleaning and grinding Robot Kawasaki, Robot JS 030 F, year built 2001, serial number 6476, Robotic plant for cleaning and grinding; dismantled in different parts; CE mark; control panel with digital display; max power 30kW; 50Hz; It is highly recommended to inspect it before bidding ;	6,000.00



Lot	Number	Description	Starting Bid €
36	1	Wash-dryer RYKEM, ICM 38, year built 2014, serial number 1409U0013, Man-on-board wash-dryer; CE mark; size approx. 1250x2150x1500h mm; n.3 washing brushes; brush diameter 380mm; working length 1150mm; polyethylene tank, cap. approx. 340lt; brushes pressure 0/120kg; three-cylinder diesel engine, power 18,8hp; 3600rpm; variable displacement pump, 14lt; fixed displacement pump 4,2lt; n.2 intake engines, 850w, with man on board; minimum passageway for u-turn 2900mm; hydraulic brushes operating and lifting system; manual parking and service brake; max speed 12km/h; max gradeability 13%; cleaning speed 13800m ² /h; audible warning device; total weight approx. 790kg;	1,500.00
37	1	Wash-dryer RYKEM, SML 80, year built 2014, Man-on-board wash-dryer; size approx. 1350x840x1370h mm; n.2 washing brushes; brush diameter 390mm; working length 800mm; tank capacity approx. 110lt; front wheel diameter 250mm; rear wheel diameter 310mm; electric traction; weight without batteries approx. 300kg; n.6 6V batteries; minimum turning radius 950mm; manual parking brake; max forward speed 6km/h; max backward speed 4km/h; max gradeability 12%; cleaning speed 4800m ² /h; audible warning device; CE mark;	1,160.00
38	1	Wash-dryer RYKEM, SML 80, year built 2014, Man-on-board wash-dryer; size approx. 1350x840x1370h mm; n.2 washing brushes; brush diameter 390mm; working length 800mm; tank capacity approx. 110lt; front wheel diameter 250mm; rear wheel diameter 310mm; electric traction; weight without batteries approx. 300kg; n.6 6V batteries; minimum turning radius 950mm; manual parking brake; max forward speed 6km/h; max backward speed 4km/h; max gradeability 12%; cleaning speed 4800m ² /h; audible warning device; CE mark;	1,160.00
39	1	Wash-dryer RYKEM, SML 80, year built 2014, Man-on-board wash-dryer; size approx. 1350x840x1370h mm; n.2 washing brushes; brush diameter 390mm; working length 800mm; tank capacity approx. 110lt; front wheel diameter 250mm; rear wheel diameter 310mm; electric traction; weight without batteries approx. 300kg; n.6 6V batteries; minimum turning radius 950mm; manual parking brake; max forward speed 6km/h; max backward speed 4km/h; max gradeability 12%; cleaning speed 4800m ² /h; audible warning device; CE mark;	1,160.00
40	1	Platform Toucan, 1100 C, year built 2001, serial number 1150, Platform	2,500.00
41	1	Stovetop Officine bano S.p.A, CFF3TPA, serial number SI020016467, Three-burners stovetop, on SS base; size approx. 105x60x92h, with basement; CE mark;	300.00
42	1	Intense pulse light device B&B Groups, Epil Skin Sinergy, year built 2012, serial number 131/12, Intense pulse light device; for aesthetic purposes; 600W; for progressive enduring epilation and skin photo-rejuvenation; max 250W; 50Hz; max emission 1000nm; 230V; CE mark;	500.00
43	1	Laserdiode device B&M, Flash X-Press, serial number 0021/12, Laserdiode device; for aesthetic purposes; 600W; 230-240V; power consumption 1180VA; 50/60Hz; diode 808nm; laser power 40j; pulse duration 300ms; laser class 4; CE mark; with accessories; on wheels;	1,000.00
44	1	traction testing machine Easydur italiana, DYNO, year built 2011, serial number 28960, traction testing machine; CE marked; control panel with emergency button; keyboard; electronic drive with load cell	1,500.00
45	1	LED lamps device B&M, Photoncare, year built 2014, serial number TS10038H4, LED lamps device; for aesthetic purposes; CE mark;	1,000.00
46	1	Dough feeder year built 2009, Dough feeder; double guillotine; dismantled; on pallet; highly recommended to be inspected before bidding;	500.00



Lot	Number Description	Starting Bid €
47	1 infrared camera AVIO, Advanced Thermo TVS- 500, year built 2006, serial number 2406J0334, infrared camera with 22mm infrared optic; power supply; batteries; battery charger; belts fitted; in shockproof suitcase	450.00



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General conditions Online Auction TroostwijkAuctions.com

CG-201-07-EN

((VAT Nr. IT 01914310154)

(Chamber of Commerce nr. MI 146-161497)

(Licence ref. 16.03.2011 Questore di Milano)

Article 1 Definitions

Website:	the website www.TroostwijkAuctions.com , which is maintained by Troostwijk Veilingen B.V., with its registered seat in Amsterdam;
User:	the one who has registered on the Website;
Troostwijk:	Troostwijk Veilingen B.V. and/or its subsidiary/ies or sister com-pany/ies as reported on the Website;
Purchase Sum:	the amount of the highest – allocated – bid increased by: - mark-up above the highest bid and - the V.A.T. owed
Registration:	registration of User on the Website by means of filling in completely the registration form found on the Website;
Bid:	each amount bid by User in the auction for a lot;
Lot:	an article, or a number of articles that are auctioned together (under one number);
Auction:	the public sale of moveable goods organized by Troostwijk via the internet;
Seller:	the one who has commissioned a Lot to be auctioned;
Purchaser:	the User to whom the Lot is allocated;
User's Agreement:	the agreement between Troostwijk and the User;
Purchase Agreement:	the purchase agreement between the Purchaser and the Seller;
Delivery:	the actual delivery of the Lot to the Purchaser or to his authorized representative;
General Terms and Conditions for the User:	the General Terms and Conditions for access to and use of the Website;
General Online Auction Terms and Conditions:	these General Terms and Conditions;
Specific Online Auction Terms and Conditions:	the additional, supplementary to or in departure from the General Terms and Conditions for the User and the General Terms and Conditions of the Online Auction, valid terms and conditions, as re-ported on the Website for the Auction in question;
Allocation:	the declaration by Troostwijk that a Lot or combination of Lots has been allocated to the highest bidder upon payment of the Purchase Price.

Article 2. Applicability

- 2.1 The General Online Auction Terms and Conditions are applicable to the relationship between Sellers or Users on the one hand and Troostwijk on the other in the partici-pation in Auctions.
- 2.2 The applicability of General Terms and Conditions other than the present one, General Terms and Conditions for the User, the Specific Terms and Conditions of the Online Auction, is excluded.

Article 3. The Auction

www.TroostwijkAuctions.com



- 3.1 Troostwijk reserves the right to cancel an Auction, to terminate an Auction earlier than reported on the Website or to extend one. In case of a technical malfunction of the Website, causing it to be not completely accessible and/or inaccessible to Users, Troostwijk has the right to extend the Auction by 24 hours.
- 3.2 The User states by his Registration that he is familiar with and agrees with the special circumstances of an internet auction and with the technical imperfections that can arise. Troostwijk denies any liability for whatever damage that may arise in any way, directly or indirectly, including but not limited to the damage arising from the use of the Website, unless there has been deliberate or conscious negligence by Troostwijk. More particularly, Troostwijk accepts no liability for any damage whatsoever that arises in any way by or from:
- actions performed by the User that may have been inspired by the information placed on the Website;
 - the impossibility of using the Website (completely) and/or another malfunction in the Website or the supporting system;
 - the Lots not meeting the specifications as reported on the Website;
 - the fact that the information on the Website is incorrect, incomplete or out of date;
 - errors in the software of the Website and/or the supporting system;
 - the unlawful use of systems, including the Website of Troostwijk, by a third party;
 - actions by the Seller after the User has concluded a Purchase Agreement with the Seller.
- 3.3 Lots shall be displayed for those interested to see for one or more days before the auction and therefore the auction catalogue, brochures, advertisements, descriptions on the website and the like shall have a merely indicative value to identify the lot(s). Troostwijk therefore accepts no liability for damage resulting from any inadvertent, wrong or incomplete descriptions of the goods sold at auction.

Article 4. Organization of the Auction

- 4.1 The organization, preparation and carrying out of the Auction is to be done by Troostwijk.
- 4.2 Without having to give any reason, Troostwijk has the authority before or during the Auction:
- not to recognize a Bid as such;
 - to exclude one or several Users from the Auction;
 - to collect objects into Lots, to split Lots or to remove Lots from the auction;
 - to repair mistakes made by Troostwijk in offers and/or allocations, without the User being able to make use of these errors and/or derive any rights from them;
 - to take other measures that are, in its judgement, necessary.
- 4.3 Troostwijk has the authority to set as a condition for participation in certain Auctions and/or bids on certain Lots that a User provide a bank guarantee beforehand to the satisfaction of Troostwijk.
- 4.4 The judgement of Troostwijk concerning that which has occurred during the Auction is binding.

Article 5. Bids; Purchase Agreement

- 5.1 The User can place a Bid on the Website on one or several Lots. Every bid is unconditional, irrevocable and without reservation. Troostwijk and/or the Seller are entitled to reject bids without giving any reason. Bids are placed exclusive of mark-up and V.A.T. Troostwijk is authorized to place bids on behalf of third parties.
- 5.2 If a Lot is also brought to auction together with one or several other Lots as a combination, this will be reported on the individual page of the Lot. In that case, bids can be placed first on the individual Lots of the combination and after the closing of all individual Lots, bids can be placed on the combined Lot. Individual Lots can be allocated only if the total amount of the highest sustainable bids on the individual lots is higher than the highest sustainable bid on the combination. The combination will be allocated solely if the highest sustainable bid on the combination is higher than the total amount of the highest sustainable bids on the individual lots.
- 5.3 Bids can be placed in the form of a 'static bid' or 'auto bid.' In a static bid, the User places a bid in the form of a fixed amount per Lot. In an automatic bid the User indicates the maximum price he is prepared to pay for the Lot. The auction system sees to it that, after outbidding by a third party, the minimally possible higher bid is introduced in the name of the User, as long as the maximum indicated by the User has not been reached. An automatic bid can be eliminated by the User solely by placing a static bid that at that moment is the highest bid.
- 5.4 The Purchase Agreement arises through Allocation. Allocation is generally given to the User who has made the highest Bid. By applying article 5.1, through conditions for allocation as included in the Specific Terms and Conditions of the Online Auction or for other reasons at the discretion of Troostwijk, a Lot can be allocated to a different User who has placed the highest sustainable Bid.
- 5.5 The Purchaser receives confirmation within 48 hours after the Auction has been closed (not including Saturdays, Sundays and holidays) by e-mail on behalf of the Seller(s) that the Purchase Agreement has been made. If the User does not receive any e-mail within the period mentioned above, this means that his Bid has not been accepted. Troostwijk then has the right not to allocate or not to allocate under suspensive condition(s).
- 5.6 The risk of the Lot(s) is transferred to the Purchaser at the moment of Allocation.
- 5.7 Troostwijk is not a party to the Purchase Agreement but merely mediates in the creation of purchase agreements. If the auction is a forced sale, this will be reported in the Specific Terms and Conditions of the Online Auction.
- 5.8 In the event that the receiver is the Seller, section 7.19 of the Civil Code obtains.



5.9 In the event that the auction occurs in the presence of a civil-law notary or court bailiff, he will supervise the Auction and the bids placed there and the Allocations.

Article 6. Guarantees, claims and indemnities

- 6.1 In respect of the Lots and possible claims of third parties to these, Troostwijk and/or the Seller will provide no single guarantee of whatever kind. The Purchaser waives all rights except those that are his by mandatory law.
- 6.2 The Lots are sold for what they are worth in the state in which they are found on the date of Allocation with all benefits and burdens attached thereto. Troostwijk and/or the Seller do not give any indemnity of any kind for visible or hidden defects or any kind of guarantee in connection with completeness, numbers, functioning, usability, saleability, the existence or non-existence of rights of third parties and/or the possibility of transfer to third parties. Defects of whatever kind, disappointed expectations of the Purchaser and/or the receiving third parties do not bestow any rights at all to damages and/or discount. The Purchaser is assumed to have carefully investigated the Lot bought by him beforehand.
- 6.3 If, in respect of the Lots, claims by third parties are made on the basis of the retention of ownership, the Purchaser is obligated to hold the Lot(s) in question for those third parties, under the obligation to transfer it to the third parties at the first request or to come to a suitable arrangement with the third parties.
- 6.4 The Purchaser indemnifies Troostwijk and/or the Seller against every claim by a third party in connection with the Purchase Agreement.

Article 7. The Purchaser's payment obligations

- 7.1 The Purchaser has the obligation to transfer the Purchase Price to an account number to be indicated by Troostwijk within three days (not including Saturdays, Sundays and holidays) after confirmation of the Purchase Agreement. Payment should be made in euros or in another currency to be indicated by Troostwijk.
- 7.2 In the event of a late payment of the Purchase Price, 15% of the Purchase Price, being a forfeit amount for collection costs and/or extrajudicial costs will be charged to the Purchaser by Troostwijk, increased by the statutory commercial interest on the outstanding amount, increased by 3% on an annual basis, starting on the day on which the payment should have occurred until the day of effective payment.
- 7.3 Payments are intended first to decrease the costs, then the interest charges, then finally the Purchase Price.

Article 8. Viewing days, auction days, delivery days

- 8.1 Whoever enters the buildings and grounds on viewing days or on the day of delivery does so entirely at his own risk. The instructions of Troostwijk and/or persons called in by Troostwijk are to be followed. Troostwijk and the Seller do not accept any liability for damages arising from entering the buildings or grounds.

Article 9. Delivery

- 9.1 If and as soon as the Purchaser has met all his payment obligations, the Purchaser can pick up the Lot(s) in question during the hours and at the place specified by Troostwijk, after having showing a proper identification. This is the Delivery. The Buyer is obligated to pick up the Lot(s) no later than the date specified in the Specific Terms and Conditions of the Online Auction. Troostwijk can stipulate that (a) certain Lot(s) can be picked up only after Lots have been delivered.
- 9.2 After delivery the Purchase Agreement can no longer be terminated or destroyed by the Purchaser.
- 9.3 If it appears that a Lot cannot be delivered because of claims by third parties or because of the fact that the delivery would cause unacceptable damage to the buildings or premises where the Lot is situated or for other reasons appears to be strongly objectionable, Troostwijk is authorized to terminate the Purchase Agreement. This termination occurs by e-mail and/or registered letter to the Purchaser at the address supplied by the Purchaser, after which Troostwijk and/or the Purchaser is/are no longer held to restitution of the amounts already paid by the Purchaser to Troostwijk for the purchase of the Lot(s).
- 9.4 The Purchaser whose Lot(s) hinder the picking up of other lots is obligated to see to it immediately after reception of an e-mail or other written documents from Troostwijk that the Lot(s) are picked up. The arranging of possible storage by third parties is at the Purchaser's own charge and risk.
- 9.5 The Purchaser is obligated to dismantle or demolish his Lot(s) and to pick them up. He is completely liable for damage done to the property of others in connection therewith. He is further obligated to indemnify Troostwijk and the Seller against all claims by third parties arising from the dismantling, demolishing and/or the picking up of the Lot(s).
- 9.6 During the dismantling, demolishing and picking of the Lot(s), the Purchaser is obligated to follow the instructions of Troostwijk and/or persons called in by Troostwijk.
- 9.7 The Purchaser is obligated to see to it that he or whoever takes care on his behalf of the dismantling, demolishing or transport has the proper required permits. Troostwijk and/or the Seller cannot be held accountable for the lack of the necessary documents and/or the infringement of



governmental regulations in the dismantling, demolishing and/or transport by or on behalf of the Purchaser.

- 9.8 In situations in which it is/appears necessary to dismantle buildings for (an) allocated Lot(s), this can occur only through prior consultation with and written authorization from Troostwijk and under these terms and conditions set in the granting of permission.
- 9.9 If Troostwijk stipulates such, a deposit will be made in connection with possible damage to the buildings. If such damage occurs, the deposit will be applied to the payment for repair of the damage, subject to the obligation of the Purchaser to pay compensation for more damage. If no damage results, the deposit will be restored to the Purchaser.

Article 10. Termination

- 10.1 If the Purchaser does not fulfil any obligation in the Purchase Agreement, including (but not limited to):
- (i) not paying the Purchase Price or not paying it completely on time;
 - (ii) not picking up the Lot(s) on time and/or
 - (iii) not providing the information required before delivery,
- the Purchaser is legally in default without further notice of default being required, and Troostwijk can terminate the Purchase Agreement on behalf of the Seller.
- In that case Troostwijk is free to allocate the Lot(s) to another party without Troostwijk and/or the Seller being liable for any damages.
- 10.2 In case of termination as intended in 12.1, the Purchaser in default must pay, in addition to the mark-up, a forfeit amount of 25 % of the Purchase Price to cover administrative, storage, insurance and transport costs, etc., subject to the right of Troostwijk and/or the Seller to demand complete compensation for damages.

Article 11. Liability

- 11.1 The liability of Troostwijk, if and insofar as the other remaining stipulations of the General Terms and Conditions of the Online Auction, the Terms and Conditions for the User and (if applicable) the Specific Terms and Conditions of the Online Auction are applied, will still be limited to the amount to which the liability insurance of Troostwijk accords Troostwijk in the instance in question, increased by the amount of excess according to the policy in question, or, if it is less, to the invoiced amount that is involved with the commission. This limitation does not apply in the event of deliberate or gross negligence by Troostwijk.
- 11.2 Troostwijk is not liable for indirect or consequential loss. Further, all liability of Troostwijk in connection with any defect in the Lot(s) or in respect of (alleged) in-fringement of the rights of (the intellectual property of) third parties is excluded. The Purchaser declares that he is familiar with the fact that, in respect of Lot(s), possible rights (of intellectual property) rest with third parties.
- 11.3 In consulting with third parties, Troostwijk will take the necessary caution into consideration. Troostwijk is also not liable for possible shortcomings of these third parties.

Artikel 12. Adjustments; Effect

- 12.1 If and insofar as any stipulation of the General Terms and Conditions of the Online Auction is null and void or is nullified, the remaining stipulations will remain undiminished in force. Troostwijk will then determine a new stipulation to replace the null/nullified stipulation, by which the intent of the null/nullified stipulation will be taken into consideration.
- 12.2 Troostwijk can, in addition to these General Online Auction Terms and Conditions, declare the Specific Online Auction Conditions to be applicable. Notification of the Specific Online Auction Terms and Conditions will be made before the Auction. If and insofar as the Specific Online Auction Terms and Conditions are in contradiction with the General Terms and Conditions of the Online Auction, the Specific Online Auction Terms and Conditions will have preference.
- 12.3 Departure from these General Terms and Conditions of the Online Auction is permitted only if it is fixed in writing by an authorized representative of Troostwijk.
- 12.4 Troostwijk reserves the right to amend these General Terms and Conditions of the Online Auction. Amendments will take effect 24 hours after these have been sent by e-mail to the User. These terms and conditions replace all previous general terms and conditions, unless explicitly stated otherwise by Troostwijk.

Article 13. Applicable law

- 13.1 Italian law is applicable to these General Terms and Conditions of the Online Auction and the legal relationships that are associated with the Auction.
- 13.2 The Italian text of the General Terms and Conditions of the Online Auction is the original text. In the event that the General Terms and Conditions of the Online Auction are used in several languages, the Italian text will therefore be given preference in case of lack of clarity or contradictions.



13.3 The District Court Milan is authorized (subject to the possibility of appeal and to laws that state otherwise) to decide in differences arising from these terms and conditions, to the exclusion of every other instance.

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