



## Thursday 23 November 2017 UNICREDIT LEASING - YACHT & SAIL 3

### Specific terms and conditions

#### Nautical Unit property of UniCredit Leasing S.p.A.

1. Closing Thursday 23rd November 2017  
date

2. Viewing **By appointment**  
and  
Inspection

3. Company TROOSTWIJK Srl  
organising Via Domenico Trentacoste, 9  
this Online 20134 MILANO, Italy  
Auction Phone: +39 02 45487421  
Fax: +39 02 2664693  
E-mail: info@troostwijk.it

4. Markup Lot. 1 15,00%, Lot 2 6,00% buyer side.  
5. VAT 22,00% (if applicable)

VAT note: VAT payment for the allotted goods is requested for all not Italian buyers. This payment will be refund when noticed by the buyer the customs documents evidence of shipping out of Italian country.

This rule will be applied for all EU and Extra EU buyers.

3. Awarding All asset of this on line auction are sold following clause "**as is where is**" and "**Subject to Allocation**". The buyer declares to have accurately viewed and inspected the asset before to place bids. No warranty is given expressed or implied as to the condition or its fitness for use. Every bid is unconditional, irrevocable, art. 1329 1 Comma c.c., and without reservation. Troostwijk and/or the Seller are entitled to reject bids.

Purchase acknowledges and accepts that it is a used unit, coming from remarketing activity, which has never been used by the property and price consider the actual conditions. Therefore, no claim will be accepted after awarding.

Moreover, the sale not compare normal entry of the goods on the market for the purposes of the application of Security Regulations. Purchaser required to proceed, prior to commissioning or resale of the good (or goods) to verify the existence of the security requirements in compliance of the law.

Within 2 Days from the closure of the sale, Highest Bidder will informed about result of his bid if accepted or deny, receiving e-mail with temporary allocation.

Following, within 5 Days, highest bidder must send to TROOSTWIJK S.r.l a registered mail with:

- Copy of ID Card / Passport and TAX ID Number of legal representative
- Business profile of the Company
- AML Module
- Privacy module
- Admission form due to Sea Trials (Sea Trial is mandatory in case of purchaser by Legal / Natural person out of certified brokers nautical sector)
- Sea Trial and performance test renunciation statement only in case bidder who operate in nautical sector
- Statement of employment and source of funds for the purchase
- Proof of 10% Deposit cost on total amount as per art. 7 of the Sale Condition, duly signed plus Auction Markup total amount.
- Copy of actual Sale Condition subscribed in original, double sign due to art. 1341, 1342 Civil Code.
- Overmentioned documents will analized by the Seller who has right to confirm or deny bid to the highest bidder within 10 Days. In case of allocation, highest bidder will receive e-mail with confirmation,  
If deny, highest bidder will receive communication by e-mail with cancellation of temporary allocation. 10% of cautionary deposit will refunded by wire transfer.

If the Purchaser does not fulfil any obligation in the Purchase Agreement, including (but not limited to) 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.

Sales Trial and Inspections can be done before bidding, during the auction and only for the Highest Bidder within next 5 Days to the Temporary Allocation Cost are borne by purchaser.

Troostwijk has title to arrange auction only for Certified Nautical Broker and not for others. In case bids out of broker will not be considered.

7. Payment **payment must be done within 3 days after awarding**.  
details Banca: ING Wholesale Banking Milano 20121 IBAN : IT79 C034 7501 6010 0005 2069 370 SWIFT CODE: INGBITMMICM Beneficiario: Troostwijk Srl



	Rif.: "Asta ..... buyer n. ...."
3. Change of property	Change of property will arranged due to Italian Law to Notary or STA Agency indicated by Seller. Notary deed will only upon total payment of the Unit and additional cost related to STA Agency (f.e. change of property / flag, custom clearance etc.) within and not other terms of 10 Days from the final allocation.
9. Collection	Related cost remains to buyer side, to fix before subscription of bill of sale. Collection of purchased items shall start only after written Authorization is issued by Troostwijk Srl, upon cashing of Purchase Price
10. Collection and delivery	All lots will be disconnected, dismantled, taken out of the shipyard / Marina and loaded on truck by purchaser at its own cost, in compliance with existing safety regulation. Unit must be collected personally by the purchaser or his representative, informing Troostwijk in advance if he or she decides to assign subjects Third parties to pickup unit under the following conditions:  I. Written delegatio in letterhead paper to thirs with copy of ID Card /Passport of Legal Person. II. Purchase or third-party contractor will be jointly liable for the damage to person or things caused in operation of collection. III. Purchase or third-party contractor will document to avail of staff with necessary insurance, including safety plan if required. IV. Purchase or third-party contractor will document to avail insurance. V. Purchase has to verify that the third parties in charge meet the requirements of Referred to in the preceding paragraph.  In any case, any liability of the Seller or Auction House for damages to things or person is exclude. Unit can be collected only in weekdays by appointment. Nothing will be collected without written appointment.
11. Additional information	Purchase of boat unit involves administrative and ancillary cost charges to the buyer such as the execution of the sea test, inspections,, nautical agency practices, change of property, practices at port authorities, sale act to the Notary, deposit following sale, etc. All the above costs, charges and expenses, no one is excluded, are and will remain in charge of the buyer and must be paid in advance.
12. Currency	auction sale is conducted in EURO currency and just payment on this currency are accepted.
13. 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. For all lot without a bid, the closing time is extended with 30 minutes after the last closing time for lots in that auction.
14. Purchase failure	In case of missing or belated payment of the Purchase Price or extracost abovementioned, Purchaser will be considered decayed without any other communication, seller has the right to keep caution as penalty. Seller has the right to arrange other auction or sell to the second Highest Bidder.
15. Legal Reference	Troostwijk Srl VAT Nr. IT 01914310154 Chamber of Commerce nr. MI 146161497 Licence ref. 16.03.2011 Questore di Milano On the auction sale, the general terms and conditions of the on online auction sale (code CG20107EN) are applicable concerning the (possible) purchase of moveable assets, furthermore these specific terms and conditions as mentioned in the catalogue of the sale.