



TROOSTWIJK
INDUSTRIAL AUCTIONEERS & VALUERS SINCE 1930

ONLINE AUCTION

LEASING REMARKETING & MORE - Collective Italy 7
(IT)

Machinery and industrial equipment

Corso Vercelli, 128 - 28100 **Novara**
(Ballarini plant 1)

Closing date: Wednesday **24 JANUARY** starting 14:30



Bidding only on the internet!

23-01-18 12.34

www.TroostwijkAuctions.com



TROOSTWIJK
INDUSTRIAL AUCTIONEERS & VALUERS SINCE 1930

Wednesday 24 January 2018 LEASING REMARKETING & MORE - Collective Italy 7

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

Closing date	Wednesday 24 January 2018 starting 14:30 CET
Viewing	By appointment Ballarini plant 1 Corso Vercelli, 128 28100 Novara, Italy By appointment Ballarini plant Galliate Via Montegrappa, 97 28066 Galliate (NO), 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	Monday 29 January By appointment Tuesday 30 January By appointment Wednesday 31 January By appointment Thursday 01 February By appointment Friday 02 February By appointment Ballarini plant 1 Corso Vercelli, 128 28100 Novara, Italy Monday 29 January By appointment Tuesday 30 January By appointment Wednesday 31 January By appointment Thursday 01 February By appointment Friday 02 February By appointment Ballarini plant Galliate Via Montegrappa, 97 28066 Galliate (NO), 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

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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 by appointment strictly within 02/02/2018**, 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 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-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 refining mill BATTAGGION, three-cylinder refining mill; max working width mm 800; cylinder diameter 300 mm; with gear feeding pump; weight about 6000 kg; volt 400; hz 50; on-board control panel; dimensions about mt 2,50x1,80x h 1,80	2,700.00
2	1 shrink wrap machine Mondini, CVS / VG. 1, year built 1996, serial number 1246/96, shrink wrap machine; with digital control panel on the machine; electrical panel on board the machine; volt 400; hz 50; weight 1700 kg; existing paper documentation; dimensions about mt 3.00x0.80x h 1.90 (some electrical parts missing)	1,500.00
3	1 shrink wrap machine Mondini, CVS / VG. 1, year built 1992, serial number 839/92, shrink wrap machine; with digital control panel on the machine; electrical panel on board the machine; volt 400; hz 50; weight 1700 kg; existing paper documentation; dimensions about mt 3.00x0.80x h 1.90 (some electrical parts missing)	1,500.00
4	1 ultrasonic washing machine Stimin, FRT293, year built 2001, serial number 03774, ultrasonic washing machine on wheels; power consumption kw 8; volt 400; hz 50; on-board control panel; digital temperature control; electrical panel on board the machine; dimensions about mt 1.90x0.75x h 0.80	900.00
5	1 sugar analyzer for beverages Maselli misure, Multirem UR/12 CCD, serial number 94350, sugar analyzer for beverages; maximum operating pressure 0.2 bar; digital control panel on board the machine; electrical panel on board the machine; volt 380; hz 50; dimensions about mt 0.80x0.80x h 0.50	900.00
6	1 air swept mill BAUERMEISTER, UI22, serial number 36753, air swept mill; rotor diameter mm 450; dimensions about mt 1,00x0,60x h 0,90	700.00
7	1 plate heat exchanger SWEP, B65LX130, year built 1999, plate heat exchanger in AISI 316 steel; max working pressure bar 31.0; max working temperature C 185; dimensions about mt 0.60x0.40x h 1.00	700.00
8	1 snap on lid machine Mondini, C/P, year built 1993, serial number 914/93, snap on lid machine for plastic lids; on-board control panel; electrical panel on board the machine; volt 400; hz 50; weight kg 450; power kw 1.5; dimensions about mt 1.20x0.90x h 1.80	500.00
9	1 sandblaster Arme, Accustrip 12X, year built 1999, serial number 300128 FE, sandblaster on wheels; capacity about lt 60; max working pressure bar 8; control valve; dimensions about mt 0.80x0.80x h 0.40	500.00
10	1 tester machine for burst resistance Sidel, Burst tester, serial number 018500555928, tester machine for burst resistance containers carbonated drinks; digital control panel on board the machine; electrical panel on board the machine; volt 220; hz 50; dimensions about mt 0.80x0.80x h 1.00	300.00
11	1 reverse osmosis system on skid Castagnetti, BP-7, serial number 0041, reverse osmosis system on skid; on-board control panel; electrical panel on board the machine; volt 400; hz 50; max flow rate 5000 l / h; dimensions about mt 3.80x1.20x h 2.00	250.00
12	1 stainless steel air mixer GS, stainless steel air mixer on wheels; volt 380; hz 50; filling basin lt 30; dimensions about mt 0.80x0.80mx h 1.30	100.00
13	1 impulse foot sealer impulse foot sealer; max working width mm 450; volt 220; CE marked; on-board control panel; pedal control; dimensions about mt 0.50x0.50x h 0.80	50.00
14	1 double wall dispenser double wall dispenser for chocolate cream with heated body pump; with thermoregulation; volt 380; hz 50; dimensions about mt 1.70x0.60x h 1.40	200.00



Lot	Number	Description	Starting Bid €
15	1	stainless steel mixer stainless steel mixer; double chamber; warmed up; volt 380; hz 50; 60 lt basin; dimensions about mt 0.80x0.80x h 2.00	100.00
16	1	hot air handling unit Jucker, UK450, serial number 24364002154, hot air handling unit diesel; thermal power 450000 kcal / h; air flow 34500 mc / h; on-board control panel; volt 380; hz 50; max power burner kw 595; dimensions about mt 2.50x1.30x h 3.00	600.00
17	1	hot air handling unit Jucker, KA325, serial number 1081933, hot air handling unit diesel; thermal power 325000 kcal / h; control panel on board; volt 380; hz 50; max power burner kw 356; dimensions about mt 2.50x1.20x h 2,80	400.00
18	1	cooling tower Baltimore, VXC90, serial number 88-3361, cooling tower for water with pump; with electric fan; air flow rate 7 mc / sec; weight about 2000 kg; dimensions about mt 3.00x1.20x h 2.80	1,000.00
19	1	hot air generator module Apen Group, AE 32 FT, year built 1996, serial number G96UD14588, hot air generator module with burner; on-board control panel; CE marked; 230 volt; useful capacity kw 31.5; air flow 15 m3 / h; with fixing brackets; dimensions about mt 0.90x0.50x h 0.90	200.00
20	1	hot air generator module Apen Group, AE 32 FT, year built 1996, serial number G96UD14588, hot air generator module with burner; on-board control panel; CE marked; 230 volt; useful capacity kw 31.5; air flow 15 m3 / h; with fixing brackets; dimensions about mt 0.90x0.50x h 0.90	200.00
21	1	mobile air diffuser ETEM, RF, mobile air diffuser on wheels; volt 220; hz 50; manual regulation on the machine; dimensions about mt 1,20x1,20x h 2,40	200.00
22	1	mobile air diffuser ETEM, RF, mobile air diffuser on wheels; volt 220; hz 50; manual regulation on the machine; dimensions about mt 1,20x1,20x h 2,40	200.00
23	1	mobile air diffuser ETEM, RF, mobile air diffuser on wheels; volt 220; hz 50; manual regulation on the machine; dimensions about mt 1,20x1,20x h 2,40	200.00
24	1	mobile air diffuser ETEM, RF, mobile air diffuser on wheels; volt 220; hz 50; manual regulation on the machine; dimensions about mt 1,20x1,20x h 2,40	200.00
25	1	mobile air diffuser ETEM, RF, mobile air diffuser on wheels; volt 220; hz 50; manual regulation on the machine; dimensions about mt 1,20x1,20x h 2,40	200.00
26	1	thermo-ventilating units AER clima, UTM.2, year built 2004, lot composed of n. 4 thermo-ventilating units; power kw 0.185; max absorption at 2.80; on wooden pallets; size each approx mt 1,20x1,20x h 0,35	120.00
27	1	hot air generator Arco therm, EC35, year built 1988, hot air generator on wheels; with diesel burner; kw 41; on-board control panel; volt 220; dimensions about mt 1,50x0,60x h 0,60	150.00
28	1	multistage centrifugal blower OM f.lli Medici, multistage centrifugal blower; 15 kw engine; volt 380; hz 50; dimensions about mt 1,10x1,10x h 1,80	400.00
29	1	tank with mixer Lightnin, tank with AISI 316 mixer; capacity about 200 lt; volt 380; hz 50; kw 2,2; output speed RPM 290; dimensions diameter about mt 0.80 x h 2.50	250.00
30	1	steel tank with frame grid agitator Aicma, Adue, steel tank with frame grid agitator; lt 3000 capacity; dimensions about diameter mt 1.70 x h 2.50	500.00



Lot	Number	Description	Starting Bid €
31	1	stainless steel tank stainless steel tank on iron structures; capacity about lt 4500; with iron ladder; dimensions about diameter mt 2.00x h 3.20	700.00
32	1	stainless steel tank stainless steel tank on iron structures; capacity about lt 4500; with iron ladder; dimensions about diameter mt 2.00x h 3.20	700.00
33	1	fiberglass tanks Pentair, year built 2006, Lot consisting of n. 2 fiberglass tanks for water treatment plant; capacity each lt 700; dimensions diameter each about mt 0.70x h 2.00	100.00
34	1	bag filter Buhler, stainless steel sleeve filter for powders; with n.44 sleeves of lenght about mm 1300x120 ; machine dimensions diameter about mt 1.50x h 4.20	650.00
35	1	bag filter stainless steel sleeve filter for powders; sleeves lenght about mm 1300 ; machine dimensions diameter about mt 1.00x h 2,00	500.00
36	1	dust separator for centralized systems General d'aspirazione, 90LT, serial number 015S1451, dust separator for centralized systems; CE marked; capacity about 90 lt; maximum operating pressure 5 bar; volt 220; hz 50; dimensions about mt 0.70x0.70x h 1.70	300.00
37	1	Hopper Tecno industriale, TEVS 50, year built 1994, serial number 1304, Hopper; engine power hp 0.18; volt 380; hz 50; capacity about lt 170; dimension about mt 0.85x h 1.10	80.00
40	1	aerial platform HAULOTTE, H23T, year built 1998, serial number 8902310885, aerial platform; self-propelled diesel fuel; max working height 23.00 mt; max capacity 230 kg; hours worked indicator shows h. 1908; 3L41C three-cylinder Hatz engine; control panel on the ground and on the basket; max capacity on basket 230 kg; weight about 13650 kg	8,500.00
41	1	air compressor AIR BLOCK, SA 800, air compressor; hours worked indicator shows 1238; volt 380; hz 50; kw 5.5; maximum working pressure bar 10; on-board control panel; dimensions about mt 1.00x0.70x h 0.80	250.00
42	1	dryer compressor Bottarini, dryer compressor; volt 400; hz 50; on-board control panel; electrical panel on board the machine; dimensions about mt 1,00x0,90x h 1,00	100.00
45	1	Floor washer Portotecnica, BT 530, year built 1996, Floor washer; volt 24; power watt 815; weight about 72 kg; with battery charger; dimensions about mt 1,20x0,80x h 1,00	150.00
46	1	sweeper FAIP, BRAVA 600E, year built 1994, sweeper; volt 12; watt power 250; weight about 134 kg; dimensions about mt 1,20x0,80x h 1,00	150.00
47	1	centrifugal pump Travaini, TCH 80-250/1-RR/A3, year built 1998, centrifugal pump ; volt 400; hz 50; max capacity 70 mc / h; kw 5.0; delivery head 18.00 mt; dimensions about mt 2.20x0.50x h 1.50	450.00
48	1	valve group for thermoregulation valve group for thermoregulation; AISI 316; dimensions about mt 0.80x0.40	100.00
49	1	dry screw vacuum pumps group CHEMDRY, CD200, year built 1999, dry screw vacuum pumps group on skid; on-board control panel; electrical panel on board the machine; explosion-proof execution (EEx-d); volt 400, hz 50; weight about 800 kg; dimensions about mt 2.50x1.00x h 1.70	500.00
60	1	Laser coder Domino, DD3, year built 2004, serial number C5419, Laser coder "Domino", type DDC3; control panel on board; size approx. 120x60x60 cm;	400.00
61	1	SS oven I.C.P., DS100, SS oven "ICP", type DS100; size approx. 140x150x230 cm;	1,500.00



Lot	Number Description	Starting Bid €
62	1 Engine with cardan joint Engine "Iveco" with cardan joint; control panel on board; fuel tank; on skid; size approx. 360x120x250 cm;	3,000.00
63	1 Motorized conveyor COIM, Motorized conveyor belt; size approx. 1100x150x270 cm;	2,500.00
64	1 SS industrial chiller Standard Tech Impianti, SS industrial chiller; size approx. 300x80x200 cm;	800.00
65	1 Modular L-sealer SMI, FP 560A, Modular L-sealer "SMI", type FP560A; with control panel; 2400W; for food; with user's handbook; size approx. 170x90x140 cm;	600.00
66	1 Lifter Cesab, EO8, Lifter "Cesab", type EO8; payload max. 800kg; with battery charger; size approx. 250x150x100 cm;	800.00
67	1 Industrial oven Heraeus Votsch, VMT 06/16, serial number 27416, Industrial oven "Heraeus Votsch"; size approx. 90x60x60 cm;	300.00
68	1 Motor sweeper RCM, Brava ET/1, year built 1997, serial number 129061, Motor sweeper "RCM", type Brava ET/1; 250W; 12V; 21A; size approx. 130x60xh100 cm;	150.00



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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) infringement 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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Troostwijk has
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85 Years

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