



Assets ex Atigel in voluntary liquidation due to retirement - ICE CREAM MANUFACTURING (IT)
Ice-cream and ice-lolly manufacturing

Via dell'Artigiano, 18 - 35040 Ponso (PD)
(Ponso Plant)

Closing date: Monday **30 SEPTEMBER** starting 15:00



Bidding only on the internet!



Monday 30 September 2019 Assets ex Atigel in voluntary liquidation due to retirement - ICE CREAM MANUFACTURING

Specific terms and conditions of the on-line auction - CS-201-18-EN

Closing date	Monday 30 September 2019 starting 15:00 CET
Viewing	Monday 23 September By appointment Tuesday 24 September By appointment Ponso Plant Via dell'Artigiano, 18 35040 Ponso (PD), Italy TROOSTWIJK Srl Via Domenico Trentacoste, 9 20134 MILANO, Italy Phone: +39 02 45487421 Fax: +39 02 2664693 E-mail: info@troostwijk.it
Company organising this Online Auction	
Markup	18.00%
VAT	22.00%
Collection	from Tuesday 8 October 09:00 CET until Friday 18 October 15:00 CET Ponso Plant Via dell'Artigiano, 18 35040 Ponso (PD), Italy
Viewing Instructions	Please note that this concerns an ascending auction sale, preceded by a viewing day. 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: KBC Bank NV Italia 20121 Milan IBAN : IT78W0337301600048425000001 SWIFT CODE: KREDITMMXXX 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 by appointment, within scheduled delivery days 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. ATTENTION - Collection days & time may be amended after auction closure. Buyers will receive communication in case of changes in delivery scheduling.
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.

Customs Clearance: Buyers are responsible, at their own expense, to appoint a customs agent and to comply on their own with all export transactions for the purchased goods. Neither Troostwijk nor the Seller guarantee the issue of "Mandate to accomplish customs operations for importation", "Certificates of Origin", "EUR 1", "BILL OF LADING", "AIRWAY BILL", or similar.

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

Privacy

Troostwijk Srl in compliance with the provisions of Law 675/96 and subsequent amendments and / or additions (D.Lgs.193 / 03 "Testo Unico Privacy") on the protection of personal data and of the D.P.R. 318/99 on the minimum security measures, is obliged to keep confidential information, including any personal data that may be protected under the aforementioned law, concerning the registered subject and participant in the sales event which may be disclosed in the fulfillment of its services and also guarantees that such information is protected according to the law. Troostwijk Srl also informs that, pursuant to art. 13 of Legislative Decree no. 196/2003, personal data relating to the subject registered and participating in the sales event, acquired during registration, will be used to comply with the obligations arising from the execution of the sales event and to fulfill the legal obligations connected to civil, fiscal and accounting provisions. The processing of data will take place in an appropriate manner to ensure security and confidentiality and may also be performed through automated tools that allow the storage, management and transmission of the same. With the acceptance of these Terms of Sale, Troostwijk Srl is authorized to communicate the personal data relating to the registered subject and participant in the sales event to its Vendor Companies and to any



Purchase failure

collaborators and / or companies of which Troostwijk Srl uses, for fulfillment of the obligations established by law.

In case of missing or belated payment of the Purchase Price, Purchaser will be considered decayed without any other communication, seller has the right to arrange a legal action or to arrange other auction or sell to the second Highest Bidder.



Lot	Number	Description	Starting Bid €
Ⓒ	1	2 mix and dosing Unit Agriflex, year built 2005, year: 2005; description: station bulk sugar and powder dispensing unit with Nedermann extraction unit, includes control panel;	3,000.00
Ⓒ	2	1 water chiller BlueFrost, UPAMS301, year built 2013, serial number BFRS021954, type: UPAMS301; year: 2013; serial number: BFRS021954; description: water chiller, Gas Type: R404a;	1,000.00
Ⓒ	3	1 chilled water tank BlueFrost , ISU440, year built 2013, serial number 2130338, type: ISU440; year: 2013; serial number: 2130338; description: chilled water tank, gas type: R404a;	500.00
Ⓒ	4	1 glucose storage tank Vianello Inox, year built 2005, serial number 5673-05-01, year: 2005; serial number: 5673-05-01; vertical: yes; content: 12000 l; description: glucose storage tank, capacity: 12000 litres, Electric heating, stainless steel construction, (buyer to remove any residues in the tank at their cost);	3,000.00
Ⓒ	5	1 glucose metering pump Agriflex, description: Glucose Metering Pump, 50mm DIN ports, includes ASCO Glucose Flow Meter;	250.00
Ⓒ	6	1 ss hot water storage tank content: 2000 l; description: stainless steel hot water storage tank, capacity: 2000 Litre;	250.00
Ⓒ	7	1 HTST mix plant Tecnofreeze, MP2400, year built 2004, serial number 4021473, type: MP2400; year: 2004; serial number: 4021473; capacity: 2400 l/hr; description: HTST mix plant for ice cream, capacity: 2400 litres/hour, 2x 2400 litre mixing tanks, HTST plate heat exchanger, FBF homogeniser, holding tubes on board, product and water pumps, control panel, skid mounted;	25,000.00
		Pre-treatment line Raw material pre-treatment line	
	8	3 ss working tables and shelves description: Lot made of n.1 Stainless steel table 900mm wide x 1800mm long, n.1 set of shelves 1700mm long, n.1 stainless steel table 600mm wide x 1200mm long;	20.00
	9	1 high pressure wash station Sileda , PE 25-4, type: PE 25-4; description: Wall mounted pressure wash station, Max pressure: 25 Bar, Max temp: 70 celsius, max flow rate: 100 l/min;	50.00
	10	1 4 tanks CIP system Benzoni / Poggi Claudio, year built 2005, year: 2005; description: centralised 4 tank CIP set with 2 x internal control panels, yom 2000/2005;	3,000.00
	11	1 ageing tank Mark, content: 1200 l; total dimension L: 1600 mm; description: ageing tanks, capacity 1200 litres, clam-shell twin lid, water jacketed, slow speed stirrer, stainless steel construction, diameter: 1600mm;	500.00
	12	1 ageing tank Technogel , TMW2400, type: TMW2400; vertical: yes; content: 2400 l; description: Ageing Tanks, Capacity: 2400 litres, Water cooled jacket, Man-hole lid, temperature indicator, stainless steel construction;	1,500.00
	13	1 ageing tank Technogel , TMW2400, type: TMW2400; vertical: yes; content: 2400 l; description: Ageing Tanks, Capacity: 2400 litres, Water cooled jacket, Man-hole lid, temperature indicator, stainless steel construction;	1,500.00
	14	1 ageing tank Technogel , TMW2400, type: TMW2400; vertical: yes; content: 2400 l; description: Ageing Tanks, Capacity: 2400 litres, Water cooled jacket, Man-hole lid, temperature indicator, stainless steel construction;	1,500.00



Lot	Number	Description	Starting Bid €
15	1	ageing tank Technogel , TMW2400, type: TMW2400; vertical: yes; content: 2400 l; description: Ageing Tanks, Capacity: 2400 litres, Water cooled jacket, Man-hole lid, temperature indicator, stainless steel construction;	1,500.00
16	1	ageing tank Technogel , TMW2400, type: TMW2400; vertical: yes; content: 2400 l; description: Ageing Tanks, Capacity: 2400 litres, Water cooled jacket, Clam-Shell twin lid, temperature indicator, stainless steel construction;	1,500.00
17	1	ageing tank Technogel , TMW2400, brand: Technogel ; type: TMW2400; vertical: yes; content: 2400 l; description: Ageing Tanks, Capacity: 2400 litres, Water cooled jacket, Clam-Shell twin lid, temperature indicator, stainless steel construction;	1,500.00
18	1	ageing tank Technogel , TMW2400, type: TMW2400; vertical: yes; content: 2400 l; description: Ageing Tanks, Capacity: 2400 litres, Water cooled jacket, Clam-Shell twin lid, temperature indicator, stainless steel construction;	1,500.00
19	1	ageing tank Technogel , TMW1200, type: TMW1200; vertical: yes; content: 1200 l; description: Ageing Tanks, Capacity: 1200 litres, Water cooled jacket, Man-hole lid, temperature indicator, stainless steel construction;	1,000.00
20	1	ageing tank Technogel , TMW1200, type: TMW1200; vertical: yes; content: 1200 l; description: Ageing Tanks, Capacity: 1200 litres, Water cooled jacket, Clam-Shell twin lid, temperature indicator, stainless steel construction;	1,000.00
21	1	liquid ring pump CSF, AS50-4-3, brand: CSF; type: AS50-4-3; description: liquid ring pump , power 2.2 kW;	250.00
22	1	ss pipework Bardiani, brand: Bardiani; description: lot made of about 20 meters of interconnecting pipework, including n. 10 Bardiani pneumatic valves and gantries;	100.00
23	3	centrifugal pumps centrifugal: yes; description: lot made of n. 3 centrifugal water pumps;	25.00
24	1	centrifugal pump CSF, CL-31-4, brand: CSF; type: CL-31-4; centrifugal: yes; description: centrifugal pump, 0.55 kW;	250.00
25	3	centrifugal pumps centrifugal: yes; description: lot made of n. 3 centrifugal water pumps;	25.00
26	15	hygienic valves Bardiani, DIN38, brand: Bardiani; type: DIN38; description: lot made of n.15 Bardiani CIP valves DIN38;	150.00
27	1	ageing tank LAISA, year built 1995, year: 1995; vertical: yes; content: 1200 l; description: ageing tank, Capacity: 1200 litres, Water cooled jacket, clam-shell twin lid, stainless steel construction;	500.00
28	1	ageing tank LAISA, year built 1995, year: 1995; vertical: yes; content: 1200 l; description: ageing tank, Capacity: 1200 litres, Water cooled jacket, clam-shell twin lid, stainless steel construction;	500.00
29	1	ageing tank LAISA, year built 1995, year: 1995; vertical: yes; content: 1200 l; description: ageing tank, Capacity: 1200 litres, Water cooled jacket, clam-shell twin lid, stainless steel construction;	500.00
30	1	ageing tank LAISA, year built 1995, year: 1995; vertical: yes; content: 1200 l; description: ageing tank, Capacity: 1200 litres, Water cooled jacket, clam-shell twin lid, stainless steel construction;	500.00



Lot	Number Description	Starting Bid €
31	1 liquid ring pump CSF, AS 50-4-3, brand: CSF; type: AS 50-4-3; centrifugal: yes; description: liquid ring pump, 2.2 kW;	250.00
32	1 ss pipework Bardiani, brand: Bardiani; description: lot made of about 14 meters of interconnecting pipework, including n. 4 Bardiani pneumatic valves;	100.00
33	1 centrifugal pump CSF, brand: CSF; centrifugal: yes; description: centrifugal pump;	250.00
34	1 centrifugal pump CSF, brand: CSF; centrifugal: yes; description: centrifugal pump;	250.00
40	1 continuous freezer Tetra Pak - Hoyer, Frigus SF600, year built 2007, serial number Z1362076, type: Frigus SF600; year: 2007; serial number: Z1362076; capacity: 600 kg/h; description: continuous ice cream freezer, maximum 600 l/h output capacity at 100% overrun, vertical freezing barrel, piston pump mix inlet, gas type: R404a,;	6,000.00
41	1 continuous freezer Tetra Pak - Hoyer, Frigus 600, year built 2001, serial number FRI210505, type: Frigus 600; year: 2001; serial number: FRI210505; capacity: 600 kg/h; description: continuous ice cream freezer, maximum 600 l/h output capacity at 100% overrun, vertical freezing barrel, piston pump mix inlet, gas type: R404a,;	6,000.00
42	1 continuous freezer Tecnofreeze, CF600I, year built 2012, serial number 0908-12, type: CF600I; year: 2012; serial number: 0908-12; capacity: 600 kg/h; description: continuous ice cream freezer, maximum 600 l/h output capacity at 100% overrun, horizontal freezing barrel, piston pump mix inlet, gas type: R404a,;	6,000.00
43	1 ice cream cup/cone line Tetra Pak - Hoyer, Hoyer comet, year built 2008, serial number Z533 1042, type: Hoyer comet; year: 2008; serial number: Z533 1042; description: in-line ice cream cup/cone filler, capacity: 10,000 pieces/hour, 4 lanes, stations: cup/cone drop, alignment, chocolate spray, Ice cream fill, sauce topper, dry ingredient topper, lid applicator, crimp, eject;	12,000.00
44	1 belt conveyors total dimension L: 1400 mm; description: 1400mm long motorised 4 lane conveyor;	100.00
© 45	1 ice cream sandwich and stick line Tetra Pak, Straightline 800C, year built 2006, serial number ST8260102, type: Straightline 800C; year: 2006; serial number: ST8260102; description: Straightline for ice cream sandwich, capacity: 8000 pcs/hr, wafer dispensers, ice cream extruder, Hoyer Dino-C1 dipping unit for stick line, change parts for stick and wafer products;	75,000.00
© 46	1 flow wrapper MCM, W400 D, year built 2012, serial number 12/026, brand: MCM; type: W400 D; year: 2012; serial number: 12/026; description: Single lane flow wrapper;	4,000.00
© 47	1 cardboard erector Vara, VR71, year built 1995, brand: Vara; type: VR71; year: 1995; description: cardboard erector;	750.00
© 48	1 belt conveyors System Plast, total dimension L: 7000 mm; description: Length of slated conveyor, 7 meters long;	100.00
© 49	1 carton closing machine Vara, 20 36/95, serial number CH87E, brand: Vara; type: 20 36/95; serial number: CH87E; description: carton closing machine;	750.00
© 50	1 belt conveyors total dimension L: 6000 mm; description: Stainless steel slated conveyor, 6 meters long, 270mm wide;	100.00
© 51	1 metal detector / check weigher Prisma, total dimension L: 300 mm; description: metal detector / check weighed , aperture size: 300mm x 160mm;	2,000.00



Lot	Number	Description	Starting Bid €
© 52	1	belt conveyors total dimension L: 3000 mm; description: Stainless steel slated conveyor, 3 meters long, 270mm wide;	100.00
© 53	1	shrink wrapper Vacuum Pump, brand: Vacuum Pump; description: Shrink wrapping machine;	750.00
© 54	1	belt conveyors total dimension L: 6000 mm; description: Stainless steel slated conveyor on wheels, 6 meters long, 200mm wide;	100.00
56	1	belt conveyors total dimension L: 4000 mm; description: Steel conveyor, 4 meters long, 350mm wide;	100.00
© 60	1	ice lolly line Gram / Sidam, Polo 8, year built 2001, serial number 802044, type: Polo 8; year: 2001; serial number: 802044; description: in line ice lolly filler, capacity 12,000 pieces per hour, includes 2 complete mould sets, various stations such as fillers, suck back, stick inserter etc and multilane wrapper;	75,000.00
© 61	1	cardboard erector Vara, VR711160, serial number 1934, brand: Vara; type: VR711160; serial number: 1934; description: cardboard erector;	750.00
© 62	1	belt conveyors total dimension L: 4500 mm; description: Aluminium slated conveyor, 4.5 meters long;	100.00
© 63	1	belt conveyors total dimension L: 2500 mm; description: Aluminium slated conveyor, 2.5 meters long;	100.00
© 64	1	belt conveyors total dimension L: 6000 mm; description: Aluminium slated conveyor, 6 meters long;	100.00
© 65	1	cardboard erector Vara, VR72AI, serial number 932-87, brand: Vara; type: VR72AI; serial number: 932-87; description: cardboard erector;	750.00
© 66	1	belt conveyors total dimension L: 6000 mm; description: Aluminium slated conveyor, 8 meters long;	100.00
© 67	1	aluminium gantry description: aluminium gantry;	20.00
© 68	1	metal detector / check weigher Prisma, total dimension L: 300 mm; description: metal detector / check weighed , aperture size: 300mm x 160mm;	1,500.00
© 70	1	carton closing machine Rama, RMC90M, year built 2003, serial number 87/03, brand: Rama; type: RMC90M; year: 2003; serial number: 87/03; description: carton closing machine;	750.00
© 71	1	belt conveyors total dimension L: 2500 mm; description: Stainless steel slated conveyor, 2.5 meters long, 130mm wide;	100.00
© 72	1	shrink wrapper Vacuum Pump, AM60AZR, serial number 77970397, brand: Vacuum Pump; type: AM60AZR; serial number: 77970397; description: Shrink wrapping machine;	750.00
80	1	box taping machine SIAT, XL33/4.94.E, brand: SIAT; type: XL33/4.94.E; description: automatic box taper;	500.00
81	1	continuous freezer Tetra Pak - Hoyer, Frigus 600, year built 2001, serial number FRI210526, type: Frigus 600; year: 2001; serial number: FRI210526; capacity: 600 kg/h; description: Continuous Ice Cream Freezer, maximum 600 l/h output capacity at 100% overrun, vertical freezing barrel, piston pump mix inlet, gas type: R404a,;	6,000.00
82	1	chocolate tank vertical: yes; description: Chocolate tank with hot water pump 12,000 Litre capacity with agitator. (any residual contents to be removed by the buyer);	3,000.00



Lot	Number	Description	Starting Bid €
83	1	positive pump description: Variable speed positive pump DN40;	250.00
84	1	shelves description: Shelves with various pipe fittings;	100.00
85	1	shelves description: Shelves with various pipe fittings;	100.00
86	1	crate washer Hobart, brand: Hobart; total dimension W: 1200 mm; description: crate washer 1200 mm wide;	500.00
87	1	ss sink description: Dimensions: 1100mm x 500mm;	25.00
88	1	centrifugal pump CSF, CL-31-4, brand: CSF; type: CL-31-4; centrifugal: yes; description: centrifugal pump, 0.55 kW;	250.00
89	2	ss cabinets description: Stainless Steel Cabinet, 1x Dimensions: 800mm x 400mm x 600mm, 1x Dimensions: 2000mm x 600mm x 600mm;	75.00
90	1	dosing nozzle description: Liquid dosing nozzle with timer;	50.00
91	1	chocolate tank Sidam, Tino cioccolato, year built 2001, serial number 8220142, type: Tino cioccolato; year: 2001; serial number: 8220142; vertical: yes; content: 400 l; description: Capacity: approx. 400 litres, Includes Lobe pump;	1,500.00
92	1	cabinet / spares description: metal cabinet of spare parts, content included;	50.00
93	3	High pressure washers description: lot made of n.3 Wall mounted pressure wash stations;	75.00
94	1	ss working table description: Stainless steel table, Dimensions: 1100mm x 500mm;	20.00
95	1	roller conveyor total dimension L: 2500 mm; description: Dimensions: 2500mm x 500mm;	10.00
96	1	tool trolley description: tool trolley with content;	20.00
97	1	ss working table description: Stainless steel table, Dimensions: 1200mm x 900mm;	20.00
98	2	weighing Scale description: lot made off.2 digital scales, different brand and type;	5.00
99	1	ss working table description: Stainless steel table, Dimensions: 1200mm x 600mm;	20.00
© 100	1	freon refrigeration pack Klimagem Srl, GF4/CH/A/E/A/V/S/N/M/75/4/OA, year built 2012, serial number 2582011, type: GF4/CH/A/E/A/V/S/N/M/75/4/OA; year: 2012; serial number: 2582011; description: Freon Refrigeration pack, Gas type: R507a, Power: 293kW;	5,000.00
		Ice-lolly line Polo 8 Gram/Sidam ice-lolly line	
101	4	chemical dosing unit description: lot made of n.4 wall mounted digital devices, treatment for the BAC and Evapco condensers;	50.00
102	5	pallet trucks description: lot made of n.5 manual pallet lifters;	50.00
103	1	electric pallet trucks OM, CL 10.5, brand: OM; type: CL 10.5; description: Max Weight: 1000 kg;	250.00



Lot	Number	Description	Starting Bid €
104	1	fire extinguisher description: mobile fire extinguisher, on wheels;	5.00
105	2	sacks trolleys description: lot made of n.2 steel sacks trolleys;	10.00
106	2	vacuum / floor scrubber description: lot made of n.2 floor cleaning machines, one charger included;	10.00
107	1	sorbet dosing unit description: sorbet dosing unit;	250.00
111	1	air compressor Power System, PS30DV, year built 2006, type: PS30DV; year: 2006; power: 30 kW; description: 30kW with VLT;	750.00
112	1	air compressor Power System, PS20-30DV, type: PS20-30DV; power: 30 kW; description: 30kW with VLT;	1,000.00
113	1	air accumulation tank buffer tank content: 700 l; description: steel air buffer tank, cap. 700 lt;	50.00
114	1	air dryer Friv, description: refrigeration air dryer;	250.00
116	1	pump Mark, brand: Mark; description: Mobile Centrifugal Pump;	50.00
© 117	1	refrigeration unit Klimagem, GF4/W/E/V/S/N/M/75/4/OA, year built 2003, serial number 00502003, type: GF4/W/E/V/S/N/M/75/4/OA; year: 2003; serial number: 00502003; description: Gas Type: R507 ;	3,000.00
		Ice-cream sandwich/stick line Tetra Pak Hoyer Straightline	
118	1	boiler I.VAR, year built 2002, brand: I.VAR; year: 2002; power: 325 kW; description: Hot Water Boiler including generator, Reillo burner and pipe work, 325kw;	1,000.00
119	2	refrigerated Counter Display Oscartielle, Banco Box BT, year built 2008, type: Banco Box BT; year: 2008; description: lot made of n.2 retails display freezers;	20.00
120	1	flex piping description: Assorted flexible pipe with stainless fittings;	20.00
200	4	storage Tanks vertical: yes; content: 2000 l; description: lot made of n.4 stainless steel tanks, Capacity: set. 2000 litres, Insulated;	500.00
201	1	freeze Chamber description: 900 pallet space Freezer room with all required Condensers, Evaporators and panelling. approximately 20m x 50m x 8m high. COMPLETE UNIT MUST BE REMOVED AND NOT PART;	10,000.00
202	1	electric pallet trucks BT , brand: BT ; description: Electric pallet truck with charger;	250.00
203	1	jet washers OCV, description: Mobile Jet washer with heating and long hose;	100.00
204	1	pallet wrapper Atlanta, brand: Atlanta; description: Mobile pallet wrapper;	100.00
205	2	control panels for tanks Quadro, description: lot made of n.2 Stainless Control Panels for age tanks;	20.00



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.
- 2.3 Troostwijk collects and processes personal data of Users, Sellers and Purchasers in accordance with the Privacy Statement on its Website, The General Data Protection Regulation and other applicable laws and regulations. Any person other than Troostwijk is not allowed to use these personal data for its own commercial purposes.



Article 3. The Auction

- 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.

About Us Troostwijk

Did you know?

- we organise auctions in **25 countries**
- we have **1,6 million** page views on a top day

The European Online Auctioneer and Valuer

1300 Auctions

Troostwijk conducts annually **1300** auction sales all over Europe

Statistics

- Every year we deal with **50.000** bidders
- from 95 different countries
- over 500.000 registrations

15 Countries

Troostwijk has own offices in 15 European countries

85 Years

Troostwijk is conducting auctions since 1930 and has 85 years of experience