



TROOSTWIJK
INDUSTRIAL AUCTIONEERS & VALUERS SINCE 1930

ONLINE AUCTION

Incinerator CDR (IT) **Online auction of an waste incinerator**

zona industriale - 37044 **Cologna Veneta (VR)**
(Cologna Veneta)

Closing date: Wednesday **08 JULY** starting 15:00



Viewing:

Wednesday 01 July

By appointment

zona industriale - 37044 Cologna Veneta (VR) (Italy)

Bidding only on the internet!

10-06-20 14.59

www.TroostwijkAuctions.com



TROOSTWIJK
INDUSTRIAL AUCTIONEERS & VALUERS SINCE 1930

Wednesday 08 July 2020 Incinerator CDR

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

Closing date	Wednesday 8 July 2020 starting 15:00 CET
Viewing	Wednesday 01 July By appointment Cologna Veneta zona industriale 37044 Cologna Veneta (VR), 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	from Monday 20 July until Friday 30 October By appointment Cologna Veneta zona industriale 37044 Cologna Veneta (VR), 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: KBC Bank NV Italia - Milano 20121 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. In case of requests for extra viewing days or extra collection days over the ones listed in our Special Conditions, Troostwijk will set possible extra days only after checking availability of access to the site and only after your payment of € 450,00 (+ VAT) for each extra day, for covering all costs.

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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	<p>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.</p> <p>Currency: auction sale is conducted in EURO currency and just payment on this currency are accepted.</p> <p>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.</p> <p>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.</p> <p>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</p> <p>Legal references: Troostwijk Srl VAT Nr. IT 01914310154 - Chamber of Commerce nr. MI 146-161497 - Licence ref. 16.03.2011 Questore di Milano</p> <p>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.</p>
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.
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 collaborators and / or companies of which Troostwijk Srl uses, for fulfillment of the obligations established by law.

Purchase Failure

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



Lot	Number	Description
© 1	1	CDR waste collection and loading description: CDR waste collection tank with loading system; including Lift Sep loading belts; cyclone; including pipes flush with the wall;
© 2	1	filter aermen, brand: aermen; total dimension L: 6000 mm; total dimension W: 2000 mm; total dimension H: 7000 mm; description: filtration system with electric fan; including pipes;
© 3	1	waste compactor American Industrial, brand: American Industrial; total dimension L: 5500 mm; total dimension W: 3000 mm; total dimension H: 4000 mm; description: Briquetting machine compactor; Inclined loading belt for introduction of raw material to the CDR container;
© 4	1	Waste Container used for general waste: yes; total dimension L: 13000 mm; total dimension W: 6000 mm; total dimension H: 4800 mm; description: CDR container: including 2 gasifier loading belts; 2 metering and weighing systems; 90 /mc capacity;
© 5	1	Boiler Nathaniel, 1200, brand: Nathaniel; type: 1200; gas-heated: yes; total dimension L: 5000 mm; total dimension W: 3000 mm; total dimension H: 4000 mm; description: 3-stage combusting gasifier; controlled air combustion; in pyrolytic chamber with high thermal insulation; gas combustion takes place in the flame tube connected to the boiler; flame temperature 1600 degrees; internal belts in AISI 310 stainless steel consisting of 2 fans; electrical control panel; 2 ash removal pumps; capacity 10.500.000 kcal;
© 6	1	Boiler Nathaniel, 1200, brand: Nathaniel; type: 1200; gas-heated: yes; total dimension L: 5000 mm; total dimension W: 3000 mm; total dimension H: 4000 mm; description: 3-stage combusting gasifier; controlled air combustion; in pyrolytic chamber with high thermal insulation; gas combustion takes place in the flame tube connected to the boiler; flame temperature 1600 degrees; internal belts in AISI 310 stainless steel consisting of 2 fans; electrical control panel; 2 ash removal pumps; capacity 10.500.000 kcal;
© 7	1	steam generator Babcock & Wilcox, FM 10-66, brand: Babcock & Wilcox; type: FM 10-66; gas-heated: yes; capacity: 19240; max. pressure: 40; total dimension L: 9000 mm; total dimension W: 3500 mm; total dimension H: 7000 mm; description: steam boiler; steam production 19,240 Kg / h at 380 C; 40 bar pressure; with PLC control system; including MMI (man machine interface) system for acquisition and control of the whole plant ;
© 8	1	steam generator Babcock & Wilcox, FM 10-66, brand: Babcock & Wilcox; type: FM 10-66; gas-heated: yes; capacity: 19240; max. pressure: 40; total dimension L: 9000 mm; total dimension W: 3500 mm; total dimension H: 7000 mm; description: steam boiler; steam production 19,240 Kg / h at 380 C; 40 bar pressure; with PLC control system; including MMI (man machine interface) system for acquisition and control of the whole plant ;
© 9	1	storage tank calortec, ATT P40, year built 2004, serial number 1542, brand: calortec; type: ATT P40; serial number: 1542; year: 2004; capacity content: 36000 l; stainless steel: yes; dimension L: 7000 mm; dimension W: 2500 mm; dimension H: 3000 mm; description: degasser insulated horizontal steam storage tank; degasser connection line included; by pass valve; piping and fixtures;
© 10	1	air treatment system evapco, brand: evapco; total dimension L: 5000 mm; total dimension W: 3500 mm; total dimension H: 5500 mm; description: open evaporative tower with electric fans; inlet water temperature 46.5 C; leaving water temperature 35 C; wet bulb temperature 25.5 C; regulating valves; including piping; brackets; power supply and controls (installed at a height above a metal structure) ;
© 11	1	air treatment system evapco, brand: evapco; total dimension L: 5000 mm; total dimension W: 3500 mm; total dimension H: 5500 mm; description: open evaporative tower with electric fans; inlet water temperature 46.5 C; leaving water temperature 35 C; wet bulb temperature 25.5 C; regulating valves; including piping; brackets; power supply and controls (installed at a height above a metal structure) ;



Lot	Number	Description
© 12	1	air treatment system evapco, brand: evapco; total dimension L: 5000 mm; total dimension W: 3500 mm; total dimension H: 5500 mm; description: open evaporative tower with electric fans; inlet water temperature 46.5 C; leaving water temperature 35 C; wet bulb temperature 25.5 C; regulating valves; including piping; brackets; power supply and controls (installed at a height above a metal structure) ;
© 14	1	turbo steam alternator leroy somer, brand: leroy somer; description: turbo steam alternator; with integrated reducer; speed regulator; steam pressure regulator; lubrication oil system; locking devices and control and regulation instruments; synchronous generator; nominal voltage 6300 volts; with 19.240 Kg / h; power 3300 Kw; steam pressure 40 bar; temperature 380 C; 1500 rpm;
© 15	1	turbo steam alternator leroy somer, brand: leroy somer; description: turbo steam alternator; with integrated reducer; speed regulator; steam pressure regulator; lubrication oil system; locking devices and control and regulation instruments; synchronous generator; nominal voltage 6300 volts; with 19.240 Kg / h; power 3300 Kw; steam pressure 40 bar; temperature 380 C; 1500 rpm;
© 16	1	water treatment plant tecnomil, R.O.T.U, year built 2004, serial number electronic solar, brand: tecnomil; type: R.O.T.U; year: 2004; serial number: electronic solar; capacity: 1000 m³/hr; active coal filtration unit: yes; total dimension L: 3500 mm; total dimension W: 2500 mm; total dimension H: 3000 mm; description: water treatment plant on skid with filtration unit; reverse osmosis group; mixed bed group; with chemical treatment; 2 automatic dosing groups for anticorrosive substances;
© 17	1	electric cabin description: complete electrical cabin; electrical cabinets (many parts missing));
© 18	1	transformers celme, TOSO107.001, year built 2003, serial number 50410, brand: celme; type: TOSO107.001; year: 2003; serial number: 50410; oil/dry: olio; power: 5500 kVA; electric connection: 380 V; own weight: 9210 kg; total dimension LxWxH: 2000x1600x2200 mm; description: three-phase transformer; oil mass 1790;
© 19	1	transformers celme, TOSO107.001, year built 2003, serial number 50411, brand: celme; type: TOSO107.001; year: 2003; serial number: 50411; oil/dry: olio; power: 5500 kVA; electric connection: 380 V; description: three-phase transformer; oil mass 1790;
© 20	1	filter della toffola, brand: della toffola; description: Press filter; positioned on a metal mezzanine;
© 21	1	cyclone scrubber group and fume line filters description: group of cyclones dust collectors for fume extraction; sleeve filters; predisposition system with by pass for the recovery of the heat of the exhausted fumes; double scrubbing scrubber with venturi battery and stainless steel tower; storage tanks in both PVC and resin glass for spent reagents; flue gas evacuation chimney ca 10 mt. height; steel pipes included.;
© 22	1	pump felm, brand: felm; description: centrifugal pump with asynchronous motor on skid;
© 23	1	pump felm, brand: felm; description: centrifugal pump with asynchronous motor on skid;
© 24	1	pump felm, brand: felm; description: centrifugal pump with asynchronous motor on skid;
© 25	1	pump siemens, brand: siemens; description: pump with Ksb motor on skid;
© 26	1	pump siemens, brand: siemens; description: pump with Ksb motor on skid;
© 27	1	pump siemens, brand: siemens; description: pump with Ksb motor on skid;
© 28	1	mezzanine total dimension L: 18000 mm; total dimension W: 8000 mm; with stairs: yes; description: heavy metal structure serving evaporative towers;



Lot	Number	Description
© 29	1	other concrete equipment description: bags of adhesive lime; lot consisting of 10 pallets; bags per pallet about 32;
© 30	1	other concrete equipment description: batch firebricks; about 10 pallets. ;
© 31	1	other concrete equipment description: bags of activated carbon powder; lot consisting of 4 pallets; bags per pallet about 39; CDR-fed gasification plant plant organized on 2 combustion lines; consisting of 1 fuel feeder; 1 RDF compactor; 1 fuel introduction collection tank; 2 combustor gasifiers; 2 steam production boilers; 2 turbo alternators for electricity production; 1 steam storage system; 1 water treatment system ; 3 evaporative towers; pumps and piping; heavy support structure; scrubber purifier; dust treatment cyclones; bag filters; 2 transformers; 1 electrical booth serving the plant; 1 filter press; technical data; 3.3 t/h capacity of CDR or CSS fuel operating cycle of 8000 h/year. RDF from waste must have a calorific value less than or equal to 3,600 Kcal/kg or 4.19 kWh/kg and the humidity may not exceed 25%. To produce 3300 kW of power each line has the following characteristics; RDF consumption 79,2 t/g; ash production 3 t/g; ash production 7 t/g; steam production 19,6 t/h; steam temperature 380 °C; steam pressure 40 bar.



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INDUSTRIAL AUCTIONEERS & VALUERS SINCE 1930

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.

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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.

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1300 Auctions

Troostwijk conducts
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Statistics

- Every year we deal with **50.000** bidders
- from 95 different countries
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15 Countries

Troostwijk has
own offices
in 15 European countries

85 Years

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