

## GENERAL TERMS & CONDITIONS

### AUCTION ON LINE

For to purchase the personal properties at the auctions On Line static type held by Bettinelli S.r.l. through her own web site: [www.zoneindustry.com](http://www.zoneindustry.com)

#### Definitions

**Auction:** the sale on a rise (English auction) of personal properties, with adjudication to the best bidder, departing from the indicated minimal price and within the specified temporal limits, with or without reserve, through the use of Internet platform static type.

**Days of the auction:** a period of one or more days, consecutive or less, during which the auction is going on.

**Lot:** personal property, or combinations of personal properties, that will be sold (with an only number of reference).

**Seller:** the subject on charge of which will be sold a lot during the auction.

**Offer:** any amount offered for a lot or for a combination of lots during the auction.

**Bidder:** the subject that effects an offer during the auction.

**Adjudication:** the declaration from the Bettinelli S.r.l. that a lot or a combination of lots has been awarded to the best bidder.

**Buyer:** the subject to which has been awarded the lot or the combination of lots.

**Price of purchase:** the amount of adjudication increased of an auction commission for Bettinelli S.r.l. and of VAT ( Value Added Tax) as specified under the special conditions of auction.

**Delivery:** the real delivery of the lot or lots to the buyer or to a person charged from the buyer.

**Special Conditions of the auction:** the different conditions complementary or derogating to the present General Conditions that Bettinelli S.r.l reserve himself the right to apply previous publication on the site Internet where the auction is developed, before the sale of the lot or the combination of lots in the auction.

#### Description of the lots

1. Bettinelli S.r.l. entirely takes care of the organization and the execution of the auction without furnishing any type of guarantee respect to the quality of the lots and therefore won't be kept responsible in no way for eventual vices, differences and/or defects of the goods that are going to be sold in the auction.

The lots are exposed in vision to the interested persons for one or more days preceding the auction, and therefore the catalogues of the auction, depliants, insertions etc. have purely indicative value to the goals of the individualization of the lot or lots and the Bettinelli S.r.l it declines every responsibility for eventuals unintentional wrong or incomplete descriptions of the goods sold in the auction.

2. Every lot is going to be sold in the state in which is found during the adjudication, " as is and where is "

3. Wires, cables, pipelines, connections, generally accessories etc., walled and/or underground that visibles and/or accessibles, needfuls or necessities for the use of the good sold to the auction, even if pertinent to the same, they intend to be excluded by the lot, except different specific indication in the special conditions of the auction or communication during the auction.

4. Some machineries sold in the auction could require for law a marking CE. The machineries without marking CE have to be sold in condition that the buyer that intends to use them or to resell them in a state of the European Union entrusts him of their regularization according to the laws in force applied in the Country.

#### Organization of the auction

1. The organization, the preparation and the execution of the auction are submitted to the Bettinelli S.r.l.

2. The auction will be kept in the scheduled order in the catalogue / under the special conditions of the auction, but the Bettinelli S.r.l. reserves himself the right to derogate to such

order, in whatever moment, without any type of warning and without this can involve responsibility towards whomsoever.

3. The goods sold through the auction are only those expressly marked or numbered.

4. Bettinelli S.r.l., besides guaranteeing the good order and the result of the auction, it reserves himself the amplest discretionary power in the management of the same one and, therefore, before or during the auction, it will have the right, also without giving motivation of it and without this can involve any type of responsibility towards whomsoever:

- to consider not valid an effected offer;
- to exclude from the auction one or more participants;
- to combine the goods in lots, to divide some lots and to withdraw some goods of the lots from the auction, without any type of warning;
- to annul or to interrupt the auction, also relatively to one or more lots, taking her back, if is the case, from the beginning or from the last but one offer;
- to correct eventual errors in the offers and/or in the adjudications, also if executed from Bettinelli S.r.l.;
- to adopt every other measures in her opinion necessary for the good result of the auction, without particular formalities;

to annul or not eventual offers from the bidder considered wrong.

5. Whatever communication between the interested parts to the auction and connected to the same auction must directly be sent to the Bettinelli S.r.l. or however transmitted through the Bettinelli S.r.l.

#### **Formality of the sale**

The auction takes place exclusively in public on Internet technological platform, with faculty, for the Bettinelli S.r.l., to introduce offers on behalf of a third person.

The better bidder/bidders is/are absolutely bound/bounds to his/their offer/offers

#### **Formality of the offer:**

1. Any offer executed is unconditional and irrevocable.

2. In the case in which an individual offer comes from more subjects, these are responsible in solid of the same offer and of the observance of all the obligations concerning the participation on the auction.

Every auction on line expire exactly at the end of the time pointed out by the counter that it appears inside the page web tied up to the product in sale. If an offer is introduced within the last ten minutes of the expire of the auction, the expiration will be automatically extends for further ten minutes.

The rises are automatically increased in base to the following chart:

For offers up to...

The raising is of...

50,00	5,00
500,00	10,00
2.000,00	25,00
5.000,00	50,00
10.000,00	100,00
50.000,00	200,00
75.000,00	250,00
100.000,00	500,00
250.000,00	1.000,00
500.000,00	2.500,00
1.000.000,00	5.000,00
2.500.000,00	10.000,00
5.000.000,00	25.000,00

over the last threshold will be used the last value of raising.

#### **Offers introduced on behalf of a third person - Charges to effectuate offers**

1. The subject that in concrete it effectuate an offer to the auction, even if it declares to act on behalf of a third person, it is personally responsible of the offer herself, as well as of the observance of all the obligations concerning the participation at the auction.

2. Bettinelli S.r.l. has the faculty, at his own discretion, to accept charges for to effectuate offers on behalf of a third party, in the full respect of all the conditions of the auction, generals and specials, moreover that of the further conditions to the purpose established by the Bettinelli Srl herself, and without however, in every case, Bettinelli S.r.l. can be kept in no way responsible in case of unintentional errors or carelessness during the execution of the received charges.

In case of acceptance of a charge to effectuate an offer, Bettinelli S.r.l. reserves himself, among the other, expressly the right to ask to the bidder for the anticipated payment of the whole amount of the offer, or of a benefice security.

Equally Bettinelli Srl reserves himself expressly the right to abstain himself from the execution of the charge to effectuate the offer, in the case in which the description, in the catalogue of the auction, of the lot or of the combination of the lots to which the same offer refers, suffers some variations during the auction.

### **Adjudication**

1. From the moment of the adjudication are on the duty of the buyer all the risks related to the loss of the good/goods awarded, while the ownership of the good / goods it will subsequently pass to the buyer only after the payment of the whole purchase price.

2. Bettinelli S.r.l. it reserves himself, among the other, to express the right, at his own discretion, of not effect any type of adjudication, that is to subordinate the adjudication and/or the delivery of the lot awarded to further fulfillments pointed out in the special conditions of the auction or communicated during the auction.

### **Payment obligations of the buyer**

1. On request of Bettinelli S.r.l. every buyer is held to pay, immediately after the adjudication, the whole price of purchase, or, if differently established in the special conditions of the auction, a security in the measure fixed by Bettinelli S.r.l.

2. In case of refusal or impossibility of the buyer to pay the amount quoted above on the paragraph that precedes, at discretion of Bettinelli S.r.l. the lot or the combination of lots will be assigned to the last but one bidder, absolutely bound to his own offer, excepted in case of further better offers, or, according to the case, he will again be auctioned, namely withdrawn from the same auction and sold by private negotiation at the same conditions.

3. The price of purchase (deducted the security if eventually already paid) goes paid to the Bettinelli S.r.l. within the days of the auction or within the different limits indicated in the special conditions of auction or communicated by the Bettinelli S.r.l. during the auction, however has to be retain itself as a binding deadline for the vendor and for the Bettinelli S.r.l. In any case no lot will be delivered to the buyer before that the total amount of the whole price of the purchase has been paid.

In case of missed payment within the aforesaid peremptory term, the buyer, excepted different communication written, of which to the paragraph that follows, it will have to handle the payment of the price of purchase however, besides a penalty, for the delay, equal to the 10% of the price of the purchase himself, and besides moratory interests over his debt equal to the double one of the in force rate of the legal affairs.

It is a legal fact that the seller and the Bettinelli S.r.l. they have the right to declare, in whatever following moment at the end fixed for the payment, the resolution of the contract for default of the buyer, through letter recommended r.r. (with receipt of return) that will be send to the buyer at the address pointed out by him.

In such hypothesis Bettinelli S.r.l. and the seller will hold back, as title of penalty, the possible security already paid by the buyer, excepted the reimbursement of a major suffered damage and the further credits of the Bettinelli S.r.l. for the her own work done.

### **Obligation of information**

Any bidder will be kept to prove his/her own identity to application of the Bettinelli S.r.l. and to give all the necessary information to verify his/her own solvency in relationship to the financial obligations ensuing to the participation at the auction.

### **Terms of Delivery**

1. Once carried out to all the obligations of payment of which above, the buyer can withdraw ( or to delegate somebody for it ) to his own expenses the lot or lots at the hours and in the place fixed by the Bettinelli Srl, exhibiting a valid document of identity and specific permission to the withdrawal, released by the Bettinelli S.r.l.

However the buyer will have to handle the withdrawal not over the term pointed out on the special conditions of the auction or communicated during the auction. Bettinelli S.r.l. can establish, at his own discretion, that (a) certain lot or lots is/are able to be retired only after the delivery of other lots.

2. If a lot can not be delivered to the buyer because third persons claims the same commodities or for the fact that the delivery could damage the buildings and/or the areas where is located the lot, or the delivery results excessively onerous for other reasons, the seller, directly or through the Bettinelli S.r.l., it will have the right to recede from the contract through a recommended letter r.r. ( with receipt of return ) that has to be sent to the buyer at the address declared by himself, and after that Bettinelli S.r.l. and/or the seller won't to do anything else other than to return the sums

eventually paid already by the buyer for the purchase of the lots, without affairs and with express renouncement, from the buyer, to every reimbursement for the eventual suffered damages.

3. The buyer, whose lot or lots it obstructs the withdrawal of other lots, will have the obligation to withdraw his lot or lots immediately after the notice given by the Bettinelli S.r.l. to the address pointed out by the buyer himself. In defect the Bettinelli S.r.l. can withdraw and systematize the commodities in a warehouse on behalf, at expenses and at risk of the buyer.

4. The buyer has the obligation of to dismantle and/or to remove at his own expenses, with caution and ability his lot and of to provide at the right time to the withdrawal of the same one sticking itself to the eventual indications supplied from the vendor and/or from the Bettinelli S.r.l. and/or from other persons charged to the necessity, and will be obliged, by exclusive way, to idemnify the damages caused to third patry during such operations, besides to the possible dearth of the necessary permissions and administrative authorizations. The buyer will be also obliged to exclude the Bettinelli S.r.l. and the seller from any pretension from third party following the aforesaid dismantlement, removal and/or withdrawal.

5. If is necessary to perform some building demolitions for the withdrawal of (one or more) lot / lots awarded, the buyer must preventively consult the Bettinelli S.r.l. and, once received the relative authorization, to follow to the eventual indications of the Bettinelli S.r.l.

6. Bettinelli S.r.l. reserves himself the right to impose to the buyer the payment of a supplemental security for guarantee of the payment from the eventual damages that could be brought during the operations of dismantlement, removal and/or withdrawal.

### **Deposits and securities**

1. Bettinelli Srl and/or the seller they won't recognize any interest on the securities and/or deposit in money to any title effected by the interested parts.

### **Access to the places where the lots are situated**

The access to the buildings and areas where the lots sold to the auction are situated, in whatever moment is effectuated, it happens to exclusive risk of those people that have effectuated the access.

During the access it must be meticulously respected the instructions indicated by the Bettinelli S.r.l. and/or from other persons charged to the purpose. The seller and the Bettinelli S.r.l. they decline every responsibility for any kind of damage happened to the interested parts during the access.

**Auction commission:** over the amount of adjudication of every lot will be applied to the buyer a auction commission equal to the 10% will be applied to the buyer.

Currency: the auction is conducted in Euro and payments will exclusively be admitted in such currency.

Formality of payment: all the due payments must be effectuated within and not over 5 days from the reception of the confirmation of adjudication, to Bettinelli S.r.l., according to one of the following formalities:

CASH;

THROUGH ONE OR MORE CIRCULAR CHECKS;

LETTER OF CREDIT IRREVOCABLE, CONFIRMED AND GUARANTEED FROM PRIMARY INSTITUTE OF CREDIT;

THROUGH BANK TRANSFER to benefit of:

**CREDITO BERGAMASCO**

**Filale di Melzo**

**CAB 33400 - ABI 03336 - CIN K**

**Conto Corrente: 000000020141**

**Swift Code: CREB IT 22**

**IBAN Code: IT69K0333633400000000020141**

**VAT ( Value Added Tax )**

on the amount of adjudication and on the commissions of auction will be applied the VAT legally due, equal to the 20%.

The VAT won't be applied in case of:

- purchase from foreign subject with number VAT intra-community and purchase for transport of the goods out of Italy,
- purchase from extra foreign subject out from UE and of transport of the goods out of the UE,
- purchase from Italian subject exempt from IVA.
- in case of not application IVA, the Buyer have to produce the whole supporting documentation, required by the Bettinelli S.r.l.

In case of not application IVA, the Buyer have to produce all the supporting documentation request from the Bettinelli S.r.l.

The clients of the non belonging countries to the UE (European Union) have to pay the Value Added Tax in a form of security that Bettinelli S.r.l will refund only after having received copy of the documents of export proving that the goods are indeed gone out of the frontiers of the UE.

During the withdrawal, to the buyers it will be in demand to identify him through document of identity valid and provided of photo, as well as to undersign for the effectuated withdrawal.

**Derogation to the territorial competence**

1. For any inherent or consequential controversy from the present writing the competence will belong by exclusive to the Court Of Justice in Milan. And therefore the Italian text of the present General Conditions prevails, in case of difference of interpretation, on the translation in other languages, enclosed for courtesy.