

## **SPECIFIC SALES CONDITIONS**

### **PREMISE**

- If one or more clauses contained in this document disagree with the ones contained in notice of sale, what is indicated in the notice of sale is valid; all other clauses remain valid and effective.

### **VALID TERMS**

- MANDATOR: bankruptcy proceedings, bankruptcy trustee, private or company that has given the assignment for the sale to Aste Business by written contract of mandate to sell exclusively;
- Aste Business S.r.l. or Aste Business: Owner of the platform and company in charge of selling the goods;
- PLATFORM: the website [www.astebusiness.it](http://www.astebusiness.it), owned by Aste Business S.r.l.

### **PARTECIPATION'S MODALITY, DEPOSIT PAMENT AND VISION OF THE GOODS**

- It's responsibility of each bidder/participant the the prior and accurate view of the individual lots offered for sale, described in the page of the individual lots by Aste Business Srl, based on the information provided by the mandator/owner.
- The vision of the lots is allowed only during the sales experiment, before its deadline. Any request for inspection received after the auction's deadline and the awarding of the lots, will not be considered.
- The person requesting by email or telephone to carry out the inspection expressly declares:
  - to inspect the aforementioned good (s) at his own risk and not to open, disassemble or modify equipment and / or machinery and / or plants;
  - that all operations relating the access to the places where the goods are located are at its sole risk;
  - to exempt the Procedure and Business Auctions, as well as its pro tempore legal representative, or his representative, official, employee or collaborator, from any source of legal, civil or criminal liability, even objective; renouncing for himself and his successors any request and / or action against the procedure and / or Business auctions for any reason, for any damage to his own person, people or things, which occurred or caused during the inspection.
- Each bidder must declare his residence or elect domicile in Italy for any communications.
- It's possible to participate to the auction after the registration to the website. In this phase the user will insert all the required information (that will be difference in case that it is a private or a company). At the end of this procedure, Aste Business will verify the correctness of the information inserted and will send a confirmation mail. From this moment the user can use all the website's services, including the participation to the auctions before the payment of the deposit.
- It's not possible to make offer on behalf of a third party or a person to be appointed. The registration procedure must be done by the real future bidder. In any case, Aste Business, in

case of adjudication, will send the payment note, the relative instructions and the future bills, directly to the person who has done the registration's procedure successfully.

- To take part to the sale and make offers it's necessary to make the deposit payment via credit card or wire transfer, based on the bidder's preference, directly to the bank account of Aste Business.

Soma lots could require specific deposit.

The deposit payment will be returned at the end of the auction, with these modalities:

1) **In case of award:** at the balance of the price or, in particular case, if deemed appropriate, at the end of the withdrawal operation. In that case it will be written in the lot's page.

2) **In case of non-award:** Until 7 working days, in case of wire transfer deposit payment, at the net of bank commissions. Automatically, in case of credit card payment. The timing of the effective refund of the deposit paid could change in base of the bank circuit, independently of Business Auction.

Making the deposit payment and participating to the auction, the users will accept Indiscriminately the website's general conditions, viewable at this link <https://www.astebusiness.it/condizioni-generalali.pdf>, this specific sales conditions and the ones regarding the personal data treatment.

In particular case could be provided that the deposit must pay directly to the current account of the principal (procedure, owner), in which case the payment by credit card will be disabled.

- The offer presented as the upon described modality it's **irrevocable**, as article 1329 subsection 1 c.c. from the moment of its presentation until the communication from Aste Business of successful or negative award. In particular cases the offer presented could has a validity time, quantified in some days that will be described in the sales and lots description.
- For the lots for sale it's possible to require more information and fix an on-site inspection, contacting Aste Business via mail or phone, indicating the nature of the request or, by filling the form available on the website on the sales and lots page, by clicking the buttons "Require information" or "Require Vision"

The user, requiring the inspection:

- a) takes note of carrying out the inspection at its own risk and releasing indemnity against Aste Business;
- b) States not to open, disassemble or otherwise modify the goods for sale in any way.

**The inspection will be done under the supervision of Aste Business and the mandatory, or of a person in charge by anyone of them.**

#### **SALES CONDITION**

- The sale is governed by Italian law.
- The users that has correctly proceeded with the deposit payment, can make their offers for each lots, which, in case of auction, at the end of the experiment, will be assigned, directly to the best bidder, if the awarding price is equal or higher than the reserve price. In the other way, in the case of the best bid for that particular lot is lower than the reserve price, the awarding of that lot is subject to acceptance by the mandatory, at is unquestionable judgment.

- In the case of sales methods other than the competitive auction, it will be applied what is described in the description of the sale and / or in the sheets of the individual lots.

*The reserve price indicates the minimum realizable value requested by the Mandator which, once reached or exceeded, allows Aste Business to award the asset directly without having to request authorization from the mandator.*

- For Guarantee the maximum competitiveness and assure the maximum price's realized, online auctions are subject to the rule of "Time Extension" that means that if one of the participants insert an offer in the last 5 minutes, the auction's deadline, will be extend for other five minutes. For this reason, is not possible establish the exactly closing hour of the auction.
- The award will be definitive at the moment of the complete balance of the price, including the commission due to Aste Business.
- Aste Business apply a commission on the award's price, in charge of the buyer, named buyer's premium. This can change in base of the value or the type of the goods on sale; in any case it described near to the price of each lot.
- For some lots could be provided the purchase method "BUY NOW", through which it is possible to buy a specific lot directly and immediately without waiting for the end of the auction. If this option is chosen, a confirmation deposit will be requested for confirmation, to be paid by credit card or bank transfer directly to the current account of Aste Business.

When Aste Business has correctly verified the accreditation of the payment:

- 1) The auction for that lot end and it will be not possible to make further offer;
- 2) A summary confirmation will be sent containing the data to make the balance of price of lot purchased, less the deposit already paid;
- 3) In the event that the successful bidder does not proceed with the balance of the price within the established terms, the deposit paid will be retained as a compensatory penalty and the lot will be put back on sale.
- 4) In the case of simultaneous payment of a deposit for the same lot, the deposit whose credit will be displayed first will be considered valid. The others will be returned to the bidders and no other sum will be necessary of them.

#### **THE OFFER MADE WITH "BUY NOW" OPTION IS IRREVOCABLE AND IRREVERSIBLE**

#### **TEMS OF PAYMENT OF THE AWARDED LOTS**

- The winning bidders accepting the General Website Conditions and this Specific Sales Conditions, undertake to balance the adjudication's price in 10 days from the auction's deadline o, anyway from the moment that Aste Business has sent them the orders of payment.

In case of "BUY NOW" option the terms valid are described in the orders of payment. There may be different price balance times depending on the nature and type of lots offered for sale, in which case they will be indicated in the sale or individual lot page.

- Aste Business in according with the mandatory, with the purpose of the correct execution of all operations, orders that the amount of the awarding price will be pay directly to the bank account of Aste Business, in case of sale of goods coming from private or company, in the other way, in case of bankruptcy procedure, the balance of the awarded lots will be paid directly to the bank

account of the bankruptcy proceedings, which will be indicated in the order of payment. Anyway, the commission due to Aste Business will be paid directly to its bank account via wire transfer.

The contractor, if necessary, may be asked, as a counter-proof, for the bank account and the CRO number.

All the fiscal and legal charge connected with the purchase of the goods, will be in complete charge of the buyer.

The bill of the awarded lots will be headed of the buyer that has correctly completed the registration procedure. It's not possible make offer for third person.

### **SPECIAL VAT PROVISIONS**

- In case of buyer with resident/registrated office in Italy, VAT's payment is required.
- In the case of contractors NOT resident and / or NOT having their registered office in Italy, Aste Business, on the indication of the Principal, may not request the payment of VAT. Otherwise, the successful awarded must pay the VAT amount as security deposit; this amount will be returned only and exclusively after receipt of suitable documentation certifying the export, which must take place no later than 90 consecutive calendar days, from the date of end of auction, as regards auctions of goods coming from insolvency procedures; instead, as regards the goods coming from voluntary sales, for the purpose of calculating the aforementioned term, the date of issue of the invoice by the seller will be considered valid;
- regular exporters who want to use the VAT exemption scheme, before make the award, must send the declaration of intent and the relative deposit reception released by the Revenue Agency. In the other case, Aste Business will automatically send the orders of payment as write upon.

### **DEFAULT OF THE AWARDED**

- In case of the awarded, for any reasons attributable to him, will not proceed with the correct and complete balance of the price, the award will be considering as "fall" and the deposit payment made during the participation to the sale will be "retained" as penalty, except for the right to compensation for the major damage. In that case, the mandator, according with Aste Business, could start a new experiment or in the other way, award the lot to the second higher bidder received during the online auction.
- The account of the defaulting awarded will be cancel from the website and he can't take part to any future auction.

### **WITHDRAW AND CONSIGN OF THE GOODS**

- Aste Business, according with the mandator, with the purpose of optimize and simplify the operations, will contact the awarded via mail with the instruction to proceed to the withdraw of the goods: date, hours and location.
- If the successful tenderer would be not able to withdrawal the lots on the date indicated by Aste Business, the last one will provided him another date, with adequate notice.

- The withdraw of the awarded lots, in compliance with current regulations and through personnel, vehicles and equipment duly authorized and registered in the appropriate directories / company staff, must be done until **20 days** from the date of ward, anyway, from the date of the sending of the order of payment by Aste Business, unless otherwise indicated in the sale or lots page.  
If the contractor doesn't proceed in the withdrawal of the goods in the indicated terms, custody costs may be applied in charge of him, quantified from now in **€ 50** for each day of delay, for each lot awarded; furthermore, after this deadline, all the risks due to the loss or damage of the assets will be in charge of the contractor.  
The contractor will have to pay the aforementioned costs before the withdrawal of the goods.  
In special cases, Aste Business, at its sole discretion, may waive the payment of custody costs, if there are justified reasons.
- Aste Business, through its employees or third qualified person, will supervise the withdraw operations, except in case that the mandator does it. If instructed, Aste Business, provides the supervision's service for free for the first day. If the operations will take more than one day, Aste Business, will charge the supervision's costs to the buyer, quantified in **Euro 150,00/day (calculated on the base of 8 hour working)**
- For the goods out-of-normative, It's exclusive charge and responsibility of the successful bidder to provide for the reconditioning and adaptation (up to standard), also from a documentary point of view, of non-regulatory goods before their reuse or marketing; depending on the country in which they will be used / marketed.
- Aste Business on quote, after an express request by the buyer, in according with the mandator, with particular attention to dismantling, handling, transport, and disposal, can assist in the withdrawal of goods through its own personnel, authorized vehicles and equipment, as well as owned by external affiliated companies. The payment of the estimated amount must be pay by the awarded to Aste Business before the starting of withdrawal's operations.
- Unless otherwise stated on the sale and / or lots page, the deadline for withdrawing the lots awarded is established in **30 days** from the date of the sending of the awarding's confirmation. If the contractor does not withdraw the goods until those term, it will be deemed to be in default and the award will be canceled; the deposit paid and the payments made in favor of Aste Business and the bankruptcy procedure will be hold back as penalty; finally, the lots awarded to the same, will be put back on sale on the platform. Any difference between the lower price of the new sale and the one of the unfulfilled award will be in charge of the contractor. In addition, If it will be deemed appropriate, in agreement with the bankruptcy procedure, the goods may be disposed of in accordance with the law, in order to free the area.
- If the withdrawal operations can't be done cause of majority causes (natural calamities, war, government restriction, over 20 days national strike), not attributable to the successful tenderer, the withdrawal's date will be extended, previous communications by Aste Business provided with relative motivations.
- For **movable assets records on public registers**, the withdrawal is subject to the correct completion of the change of ownership procedures. These one will be done by qualified agency, indicated by Aste Business and will be in charge of the buyer.

- The withdrawal of registered movable property by successful bidders with residence / registered office outside the Italian territory, is subject to the correct handling of the relative practices according to current legislation; which will be carried out at the and expense of the same, at agencies indicated by Aste Business.
- The withdrawal's terms upon indicated could be modified if the withdrawal's delay doesn't in fault of the buyer.
- All the costs regarding the following operations will be in charge of the buyer: disassembly, classification, separation, handling, removal and transport to the destination, and also remediation from oils, special liquids or other materials, which impose specific disposal obligations. The successful tenderer undertakes to carry out these operations by authorized personnel and equipment.  
N.B In the case of operations concerning the treatment and disposal of materials and/or special or dangerous waste, Aste Business, may request a copy of the authorizations to the successful tenderer or to the withdrawal delegate.
- If as a result of the disassembly of the goods, holes, cavities and / or cracks in the floor are formed, the contractor will take care of filling them with inert material in order not to leave dangerous situations or alternatively according to the mandator provisions for safety.
- Aste Business if in charge of withdrawing the goods, guarantees that all the operations will be done in compliance with safety's in force regulations.
- In case that the successful tenderer used third authorized subject in charge of the withdrawal of the goods, it will be necessary the respect of this conditions:
  - a. The personnel or the companies delegate to the withdrawal operations, must consign to Aste Business or to the mandator, specific proxy stamped and signed by the successful tenderer.
  - b. Every damages caused to persons or things will be in the charge of the successful tenderer or the withdrawal's delegate.
  - c. The successful tenderer or the third delegated companies are obliged to respect the safety's rules. Its applications will be necessary in relation of the type of goods to withdraw (plant of safety, and so on)
  - d. The successful tenderer or the third delegated companies in charge of proceed to the withdrawal operations declared that their personnel is provided with the necessary social security insurance.  
The verification of third parites' requirements involved will be in charge of the successful tenderer.
- The successful tenderer considers the procedure and Aste Business free from any liability for damage caused to people or things, which occurred during the withdrawal operations.
- The successful tenderer also allows the procedure and Aste Business to be able to access the site where the goods are located at any time in order to check the correct execution of the collection operations
- The successful tenderer finally declares to proceed with the collection only and exclusively of the lots awarded to it, without damaging or altering in any way other goods present.

## DOCUMENTATION

- To withdrawal the goods the successful tenderer or his delegate must be show these documents:
  - a. proxy stamped and sign by the successful tenderer which indicate the name of the subject that will withdraw the goods, accompanied by the document of identity of the successful tenderer and the delegated. This document attests the delegated's responsibilities and exonerate Aste Business from its.
  - b. The order of payment received by Aste Business which contain the exactly description of the goods awarded by the successful tenderer.
  - c. Release stamped and signed
  - d. Release for damages to persons or things stamped and signed by the person or the company that will withdraw the lots.
  - e. Document of the regularity contribution of the person or the company that withdraw the lots (if required by Aste Business)

*\*Aste Business will send some fac simile modules for the releases.*

## FINAL DISPOSITION

- The goods are sold in the state of fact and right which they are, without any guarantee about its functional or any possibility of recess by the unsatisfied successful tenderer. The successful tenderer cannot move any objection on the purchased lots, after the adjudication. It will be in his charge, proceed, before its re-sell or its put in service again, to verify the existence of the security required by current legislation
- Aste Business guarantee the reservation and the security of all auction's sessions.
- The mandator, according to Aste Business can:
  - a. Changes the percentages of reduction and the duration of the experiment
  - b. Changes the sell's mode, singles lots or unique lot;
  - c. Changes the payment and withdrawal timing, the amount of the deposit payment.
  - d. Standby or interrupt the award's procedure in ant moment, in the case that, for any reasons, the adjudication cannot be done. No compensation will be recognize to the bidders, from both Aste Business and the mandator.
  - e. In case of discordance between the "General conditions" and this "Specific sales conditions", this last one has the priority.
  - f. In case of discordance between the "Specific sales conditions" in Italian language and this "Specific sales conditions" in English version, the "Specific sales conditions" in Italian version has the priority.
  - g. The official language is the Italian one.
  - h. If one or more of the clause of the "Specific sales conditions" should be invalid, the other clauses remains valid and effectual. The invalid clause will be substitute corresponding to the law.

Let's visit the privacy policy's section on our website at this link:  
<https://www.astebusiness.it/it/privacy-policy>

**SUMMARY TABLE**

<b>TERMS AND DATES</b>	
1. Available dates to view the lots	
2. Payment of the awarded lots	Until <b>10</b> days from the sending of the awarding confirmations
3. Withdraw of the awarded lots	Until <b>20</b> days from the sending of the awarding confirmations
4. Last term for the withdraw of the awarded lots	Until <b>30</b> days from the sending of the awarding confirmations
5. withdraw in designate date by AB S.r.l. (1° day)	<b>0,00 €</b>
6. withdraw in designate date by AB S.r.l. (other days.)	<b>150,00 €</b>
7. withdraw in designate date by the buyer (1° giorno)	<b>150,00 €</b>
8. withdraw in designate date by the buyer (giorni succ.)	<b>150,00 €</b>
9. Unrespect of point "3." - penalty	<b>50,00 €/gg</b>

**Aste Business S.r.l**  
Via G. Mazzini 65 45020 Castelguglielmo (RO)  
01494960295