

By placing a bid on any lot in the above mentioned sale you are implicitly agreeing with the following

## Specific Auction Terms and Conditions

<b>Buyer's premium:</b>	Buyers will be charged a commission on the respective highest bid. The amount may vary depending on the item and project. On the item details page, you will find the respective buyer's commission.
<b>Minimum Prices:</b>	For some lots of this auction minimum prices can be set! Should the minimum prices not have been reached, the seller of these items will be informed about the highest bids after the end of the auction sale. He will then decide whether the lots will be sold for the prices realized. If the seller agrees to sell an item to the highest bidder despite of the fact that the reserve price was not met, the potential buyer will be informed of the decision within two days from the auction's end. The highest bidder shall remain bound by his bid, regardless of whether or not the contact has been established up to 48 hours after the end of the auction containing the item for which the bid was made. If a lot should not have met the minimum price yet, this is mentioned in the bidding box.
<b>VAT Italy:</b>	Buyers from Italy must pay the statutory VAT to the auctioneer.
<b>VAT EU states excluding Italy &amp; non-EU states:</b>	<p>Purchasers from EU countries without a valid VAT ID or tax number will receive an invoice with the Italian VAT applicable at the time of invoicing. No refund of the paid VAT will be possible in this case.</p> <p>Purchasers from EU countries with a VAT ID registered in the VAT Information Exchange System (VIES) as well as purchasers from non-EU countries will be issued with an invoice without the Italian VAT applicable at the time of invoicing.</p>
<b>Information on deliveries in the EU:</b>	<p>Statutory VAT will only be reimbursed if an officially confirmed VAT identification number registered in the VAT Information Exchange System (VIAS) is provided and after receipt of proper proof of shipment.</p> <p><b>1) ORGANISED &amp; COMMISSIONED BY SURPLEX:</b> <b>Collection by a haulage company or dispatch by a parcel service.</b> After the purchase has been made, the buyer will receive a receipt from Surplex confirming receipt of the goods with signature and stamp. Surplex will then need this document (copy of the original) back.</p> <p><b>2) ORGANISED &amp; COMMISSIONED BY BUYER:</b> <b>Collection by a haulage company or dispatch by a parcel service.</b> The following must be available for a refund (copy of the original): <b>Either:</b> Written confirmation of receipt AND completed CMR consignment note <b>Or:</b> Written confirmation of receipt AND written haulage company certificate with all relevant information (invoice number, loading address, transport date, etc.)</p> <p><b>3) SELF-COLLECTION WITH OWN CAR/LORRY (not by commissioned haulage companies or parcel services).</b> <b>The buyer comes in person for collection or sends an employee/authorised representative.</b> The following must be available for a refund (copy of the original): Written confirmation of receipt AND completed CMR consignment note (with information in fields 16 and 23)</p>
<b>Origin &amp; Preferences:</b>	Please note that we cannot normally issue certificates of origin and preference documents, such as EUR-1, or declarations of origin on the invoice for the items in the auction, as the previous documents required by law are not available to us. The unauthorized issue and use of preference documents is considered tax evasion or of aiding and abetting tax evasion.
<b>CE Certificate &amp; EU Conformity:</b>	Please note that not all items in this auction come with EU certificates of conformity and CE certificates. In exceptional cases, missing EU certificates of conformity or CE certificates may be requested for individual heavy machines. The costs incurred will be charged to the buyer.
<b>Exclusion of warranty:</b>	All assets are used and will be sold "as is, where is". No warranty or guarantee on any asset!
<b>Customs declarations:</b>	If the Surplex GmbH is the legal exporter as per customs law, all export declarations are to be issued in the name of Surplex GmbH. The issuance of export declarations in the name of Surplex GmbH is done by Surplex GmbH itself only or by an authorized representative which has to be nominated by Surplex itself. The issuance of export declarations in the name of Surplex GmbH by third parties without authorization of Surplex (e.g. customers freight forwarder) is prohibited.
<b>Dismantling/Collection:</b>	<p><b>Unless otherwise indicated and/or agreed upon in writing, the costs of this shall be borne exclusively by the purchaser. The buyer is responsible for dismantling, packaging and collecting the purchased items.</b> After the stated collection period has elapsed, demurrage of EUR 50,00 per day (plus VAT) will be charged. The dismantling and loading of the items will be carried out by the Surplex teams (interested parties are invited to view the costs indicated on the item website). Should the successful bidder wish to carry out the dismantling and loading of the items purchased independently, without the service offered by Surplex, he will have to reimburse Surplex the costs of supervision at the rate of €300,00 per day for each item purchased. The successful bidder will be required to provide all the required safety documents that will be submitted to Surplex for examination and to procure the necessary means for the dismantling and loading of the items himself. The successful bidder will not be allowed to dismantle and load the items until the fee is paid and the required documents are submitted.</p> <p>If a customer decides to dismantle and load on his own, he will be required to pay a security deposit amounting to 25 % of the hammer price. The security deposit will be refunded after handover of the premises.</p>
<b>Further information:</b>	<ol style="list-style-type: none"><li>1) The buyer is responsible for ensuring that any equipment purchased may be exported from Italy into the buyer's country. Should it not be possible to export the equipment purchased for any reason whatsoever, the buyer will still have to fulfill his obligations as per the purchase agreement entered into.</li><li>2) Surplex reserves the right to remove assets from this sale at any time.</li><li>3) Although every effort has been made to ensure that all information (technical details etc.) provided is from a reliable source, Surplex cannot be held responsible for the accuracy of this information.</li><li>4) Please note that the accessories mentioned in the manuals or machine cards do not have to be with the machines.</li><li>5) <b>Dimensions and weights are estimated!</b></li><li>6) Please visit this page regularly, so you will be informed of any changes.</li></ol>