

# Specific terms and conditions of the on-line auction - CS-202-26-EN

Closing date	Friday 12 <sup>th</sup> June 2026 starting 10:00 CET
Viewing	<b>By Appointment</b> <b>Gaggiano (MI)</b>
Company organising this Online Auction	TROOSTWIJK Srl Via Alberto da Giussano, 18 20145 MILANO, Italy Phone: +39 02 45487421 Fax: +39 02 2664693 E-mail: info@troostwijk.it
Markup	19.00%
VAT	22.00%
Collection	<b>By Appointment</b> <b>Gaggiano (MI)</b>
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	Use the Pay button under the "My Purchases" overview in your account to easily pay this invoice by choosing from available payment methods. Please pay as quickly as possible, but in any case within 48 hours from awarding. Your purchase can only be collected when the full amount has been paid.
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. <b>Purchased lots must be collected strictly by appointment with our offices, on scheduled delivery days in co-ordination with Seller Plant manager.</b> 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. <b>Don't send any truck or people to the site without appointment is fixed.</b>  <b>ATTENTION - Collection days &amp; 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.</b>
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	<b>Vehicles:</b> 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 Seller or Troostwijk, before collection of good.

	<p><b>TO ALL FOREIGN POSSIBLE BUYERS: OVER THE ABOVE MENTIONED COSTS, IN CASE OF ALLOCATION, THERE WILL BE EXTRA COSTS DUE TO THE MANDATORY M.O.T. BEFORE THE EXPORTATION OF THE VEHICLES. THESE COSTS WILL BE DISCUSSED DIRECTLY WITH SELLER. BY PLACING BIDS, ALL FOREIGN BUYERS ARE AUTOMATICALLY ACCEPTING ALL EXTRA-COSTS &amp; MANDATORY PROCEDURES NEEDED FOR EXPORT. THESE EXTRA-COSTS &amp; MANDATORY PROCEDURES FOR EXPORT WILL BE ARRANGED DIRECTLY BETWEEN BUYERS AND SELLER.</b></p> <p><b>Currency:</b> auction sale is conducted in EURO currency and just payment on this currency are accepted.</p> <p><b>Combinations:</b> All lots in a combination will be sold individually first. If the combination is sold it overrules the individual bids, if not the individual bids are applicable.</p> <p><b>Prolongation:</b> 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><b>Customs Clearance:</b> 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><b>Legal references:</b> Troostwijk Srl VAT Nr. IT 01914310154 - Chamber of Commerce nr. MI 146-161497 - Licence ref. 16.03.2011 Questore di Milano</p>
General terms and conditions	<p>On the auction sale, the general terms and conditions of the on on-line auction sale (code General-Conditions_EN_2026) 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.</p>
Privacy	<p>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.</p>
Purchase failure	<p>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</p>