

Facendo delle offerte dichiarate di essere d'accordo con le seguenti

Condizioni speciali d'asta

Proroga termine dell'offerta:

La conclusione dell'asta per un articolo viene automaticamente prorogata di due minuti qualora un minuto prima della conclusione vengano fatte ancora delle offerte.

Sovrapprezzo:

Agli acquirenti verrà addebitata una tassa aggiuntiva sulla rispettiva offerta più alta. L'importo può variare a seconda dell'articolo e del progetto. Nella pagina di dettagli dell'articolo troverete la rispettiva tassa valida.

Prezzi minimi:

Per determinate posizioni di quest'asta vengono fissati dei prezzi minimi! Se non si dovessero raggiungere i prezzi minimi, il committente viene informato sull'offerta più alta. Egli decide poi se le posizioni vengono vendute ai prezzi ottenuti. Nel caso in cui il committente/ il venditore acconsenta alla vendita all'offerta attuale più alta o propone un altro prezzo, chi ha fatto l'offerta più alta verrà informato di questo entro due giorni feriali. Il miglior offerente rimane vincolato dalla sua offerta, indipendentemente dal fatto che sia stato contattato o meno fino a 48 ore dopo la fine dell'asta contenente l'articolo per il quale ha fatto l'offerta. Nel caso in cui per una posizione non si sia ancora raggiunto il prezzo minimo, ciò viene indicato in una finestra dell'offerta.

IVA Francia:

Gli acquirenti ubicati in Francia devono pagare al banditore d'asta l'IVA prevista dalla legge.

IVA Stati extra europei Francia e Stati non europei:

Gli acquirenti provenienti da Paesi dell'UE senza un numero di partita IVA o codice fiscale valido riceveranno una fattura con l'IVA francese valida al momento della fatturazione. In questo caso non è possibile il rimborso dell'IVA pagata.

Agli acquirenti provenienti da paesi UE con partita IVA valida e agli acquirenti provenienti da paesi non UE verrà emessa una fattura con un deposito pari all'importo dell'IVA francese valida al momento della fatturazione. Il rimborso di questo deposito è possibile solo se i documenti di esportazione necessari vengono presentati entro 2 settimane dalla fatturazione.

Informazioni per le consegne all'interno dell'Unione Europea:

1) Organizzato da Surplex: Ritiro da parte dello spedizioniere o spedizione tramite servizio pacchi.

L'IVA prevista per legge verrà rimborsata solo se è disponibile un numero di identificazione IVA ufficialmente confermato, registrato nel sistema di scambio di informazioni sull'IVA (V.I.E.S.) e dopo aver ricevuto i documenti di esportazione in versione e timbrata.

Per il rimborso sono richiesti:

O: CMR **Oppure:** conferma della ricevuta

2) Organizzato dall'acquirente: Ritiro da parte dello spedizioniere o spedizione tramite servizio pacchi.

L'IVA prevista per legge verrà rimborsata solo se è disponibile un numero di identificazione IVA ufficialmente confermato, registrato nel sistema di scambio di informazioni sull'IVA (V.I.E.S.) e dopo aver ricevuto i documenti di esportazione in versione e timbrata.

Per il rimborso sono richiesti:

CMR **E** documento d'ingresso **E** fattura di trasporto

3) Ritiro mediante autoveicolo/autocarro proprio (e non tramite spedizionieri incaricati o servizio pacchi).

Secondo DVO, la vendita di articoli ai clienti che poi organizzano il ritiro in autonomia è tassabile.

In caso di auto-ritiro da parte dell'acquirente, non è possibile alcun rimborso dell'IVA addebitata. Gli articoli possono essere ritirati solo dopo aver ricevuto l'intero pagamento, IVA INCLUSA.

Origine e preferenze:

Si prega di notare che per gli articoli all'asta di regola non è previsto il rilascio in fattura di certificati di origine preferenziale, come ad esempio il certificato EUR-1 o di altri certificati di origine, poiché non siamo in possesso dei documenti precedenti richiesti dalla legge. Il rilascio e l'impiego non autorizzato di certificati di origine preferenziale sono considerati atti d'evasione fiscale o di concorso in evasione fiscale.

Certificati CE e dichiarazione di conformità UE:

Si prega di notare che non tutti gli articoli all'asta sono dotati di dichiarazioni di conformità UE e di certificati CE. In casi eccezionali, le dichiarazioni di conformità UE o i certificati CE mancanti possono essere richiesti per singoli macchinari di grandi dimensioni. I costi aggiuntivi risultanti sono a carico dell'acquirente.

Esclusione di responsabilità:

Tutti gli articoli sono usati e vengono venduti "come visto e piaciuto", con esclusione di qualsiasi garanzia e responsabilità nei confronti di Surplex e del proprietario degli oggetti.

Dichiarazione di merci alla dogana:

In virtù dell'attività di intermediazione di Surplex SASU, tutte le dichiarazioni di esportazione vengono effettuate a nome del venditore. È espressamente proibita la creazione di dichiarazioni di esportazione di merci (GED) a nome di Surplex SASU da parte di terzi non autorizzati (ad es. spedizioniere per conto dell'Acquirente). La predisposizione delle dichiarazioni di esportazione (ABD) per conto del venditore può essere effettuata da Surplex SASU o da un rappresentante (agente doganale autorizzato) nominato dal venditore.

Nel caso in cui siano necessarie licenze per l'esportazione degli oggetti messi all'asta ai sensi dell'articolo 3 e seguenti del Regolamento (UE) 2021/821 (Regolamento sui beni a duplice uso) o della legislazione nazionale, l'acquirente si farà carico di tutte le spese sostenute per i ritardi dovuti alla trasmissione dei documenti pertinenti e all'ottenimento delle licenze. Ciò include anche eventuali costi per il trasferimento e lo stoccaggio provvisorio.

Smontaggio:

Qualora non diversamente indicato, l'acquirente è responsabile dello smontaggio, dell'imballaggio e del ritiro degli oggetti acquistati. Il ritiro degli oggetti acquistati può avvenire esclusivamente negli orari indicati per il ritiro. Alla scadenza del termine indicato verrà riscosso un diritto di sosta di € 50 al giorno (più Iva). Inoltre vengono messe in conto le spese per la sorveglianza.

Altre indicazioni:

- 1) L'acquirente è responsabile del fatto che la merce acquistata possa essere importata nel paese dell'acquirente. Se per una qualsiasi ragione l'importazione della merce dovesse essere rifiutata, l'acquirente deve tuttavia adempiere ai propri obblighi derivanti dal contratto d'acquisto.
- 2) Surplex si riserva il diritto di ritirare articoli dalla vendita in ogni momento.
- 3) Sebbene tutte le informazioni provengano da fonti affidabili, Surplex non si assume nessuna garanzia e responsabilità per la loro correttezza.
- 4) Si prega di tenere conto che gli accessori riportati sui manuali delle macchine non sempre fanno parte della fornitura.
- 5) **Attenzione: le indicazioni relative misure e pesi sono stimate.**
- 6) Visitate regolarmente il nostro sito per essere informati su eventuali modifiche.

General terms and conditions for online auction site Surplex.com applicable to auction sales of equipment located in France

Preliminary information

Surplex OVV, simplified joint-stock, one-man company, is a voluntary sales operator ("OVV") of machinery by public auction governed by Law No. 200-642 of 10 July 2000 and amended by the Law of 20 July 2011. In this capacity, Surplex OVV acts as agent of the Seller (art. L. 321-5 of the Commercial Code), who contracts with the Buyer. Surplex OVV is not party to the sale. Online auctions are performed exclusively on the website www.surplex.com of the limited liability company under German law **Surplex GmbH**, which is headquartered in Theodorstraße 105, 40472 Düsseldorf, Germany.

Relationships between Surplex OVV and the Buyer are subject to these general terms and conditions, which must be accepted by each buyer before bidding.

Article 1. Auction development

- 1.1 To participate in an auction, the person or company registered on the website and acting as buyer (hereinafter referred to as "the Buyer") must read and accept these general conditions of sale (hereinafter referred to as "GTC"), as well as any specific conditions, without reservation. This is accomplished by checking the box upon sale registration. GTC and specific conditions are made available and downloadable as PDF files for each sale. Only persons with full legal capacity are authorised to register and participate in auctions. They are reserved for adults. The identity of the Buyer will be verified during the removal of awarded lots. Disclosure of registration IDs to third parties is strictly prohibited and engages the sole responsibility of the Buyer.
- 1.2 Surplex OVV, simplified joint-stock one-man company (hereinafter referred to as "Surplex") excludes all liability for any damage arising from the inability to use the website due to internal malfunctions, the hacking of the system, or of a Buyer's account by a third party. Surplex shall be entitled to extend the auction by 24 hours should the website experience any technical problems.
- 1.3 Surplex is responsible for organisation, preparation and execution of the auction.
- 1.4 Surplex shall be entitled: not to recognize a bid as such; to exclude one or more buyers from the auction; to remove lots from the auction; to correct its own errors in the offers or awards without this giving rise to any rights on the part of the Buyer; to cancel, terminate or offset an auction at any point in time, before or during the auction, and without providing any explanation.
- 1.5 Surplex shall be entitled to ask the Buyer for a valid bank guarantee as a condition for participation in an auction.
- 1.6 The duration of the auction and its ending date and time are specified in the detail sale information and the description of each lot on the website.
- 1.7 The auction takes place in the presence of Surplex's auctioneer, who will lead the auction and manage bids and awards on the website.
- 1.8 Buyer may place bids for one or more lots on the website and the minimum bid increase is set by the system. Bids placed on the website by the Buyer shall be deemed irrevocable. Bids are placed without expenses and VAT. Bids can be so-called static bids (the Buyer places a fixed bid per lot for the accepted bid increase) or automatic bids (with the aid of an automatic bidding agent, the Buyer sets the maximum price he is willing to pay for the lot. The ante will be automatically increased above the current highest offer; however, the maximum automatic bid can be eliminated whenever an equal or higher static bid is placed). The Seller may not place any bids. Doing so can lead to the revocation of the mandate entrusted to Surplex and to compensation payments.
- 1.9 Dismantling and handling costs may be displayed for each lot and are thus compulsory.
- 1.10 The successful bidder or Buyer is the person who places the highest bid at the end of the sale provided it meets or exceeds the reserve price. If the reserve price is not reached, no award is pronounced and the lot is withdrawn from sale. The award (declaration by the auctioneer of Surplex that a lot has been awarded to the highest bidder) entails a purchase agreement and is materialized by sending an email to the Buyer. Upon award, the risk of the lot is transferred to the Buyer.
- 1.11 The Buyer receives an email confirmation of the purchase agreement execution and the invoice on behalf of the seller within 48 working hours after the close of the auction. Surplex only participates in the negotiation of purchase agreements.

Article 2. Selling fees, payment and cancellation

- 2.1 In addition to the award price, buyers must pay a selling fee equal to 18% of the award price, as well as dismantling and handling fees for each lot.
- 2.2 The sale is conducted in Euro. The payment of the invoice as well as any fees and taxes thereon is made in the same currency.
- 2.3 The Buyer must pay the amounts due within three days of receipt of the invoice using the following means of payment:**
- (i) - in cash
 - a. Up to € 1,000 including fees and taxes, for buyers who have their tax domicile in France and professionals regardless of their tax domicile.
 - b. Up to € 15,000 including fees and taxes, for buyers who do not have their tax domicile in France (proven by sending Surplex a certificate of tax residence abroad) and fail to qualify as professionals.
 - (ii) Up to € 2,000 including fees and taxes, by Visa and Mastercard credit cards under the 3D secure payment scheme, directly on the website;
 - (iii) Up to € 2,000 including fees and taxes, by PayPal, directly on the website;
 - (iv) By bank transfer to a bank account specified by Surplex on the invoice, in which case the Buyer bears any banking fees, in particular for foreign transfers.
- 2.4 According to Article 14 of Law No. 2000-642 of 10 July 2000, if the Buyer fails to pay after formal notice remained unsuccessful, the good is put up for sale at the request of the Seller on grounds of irresponsible bidding of the defaulting successful bidder (Buyer). If the seller fails to bring forward such request within a period of one month from the auction, the sale is automatically cancelled without prejudice to damages owed by the defaulting Buyer. Surplex shall be entitled to assert claims against the defaulting Buyer for:
- interest at the legal rate,
 - reimbursement of additional costs arising from his default,
 - the difference between this price and the award price should this be lower upon resale, as well as any costs connected to new auctions.
- Surplex shall be entitled to offset any amounts owed by the defaulting Buyer. Surplex shall be entitled to exclude any Buyer failing to fulfil these GTC from future auctions.
- 2.5 In the event of late invoice payment, Surplex shall charge 8% of the total amount to the Buyer to cover any storage and handling costs.
- 2.6 The Buyer's account may be closed in the event of non-payment by the deadline.

Article 3. Guarantees, claims and indemnities

- 3.1 The dimensions, quantities, qualities, mileage and hours listed in the online catalogue are provided for information only and under no guarantee whatsoever; lots are sold in the condition they were at the time of the sale without any warranty or recourse. The exhibition of lots available for award during visit days allows interested parties to ascertain the condition and nature of the lots under auction. Any guarantee claims against Surplex and/or the seller, any claims concerning compensation, resolution or reduction of the sale price of any nature whatsoever, whatever the visible or invisible defects, quantity, and operating condition shall be expressly excluded. The Buyer declares himself to be competent for bidding and is supposed to have read the description and taken note of possible errors in the descriptive brochure as well as of any lot defects or imperfections; the Buyer is supposed to have examined the lots during visit days. Photos used on the various advertisements are not contractual in nature. The auction is always held at the risk of the Buyer. Materials are sold in the condition they were at the time of the award and without software. If the software is still among the materials upon removal, the Buyer must either destroy it or declare its presence to the supplier in order to receive the corresponding license.
- 3.2 Should third parties assert claims on the basis of the retention of title, the Buyer is to return the lots in question or reach an agreement with such third parties.
- 3.3 Surplex and/or the seller shall not provide any guarantee on the lots.
- 3.4 Buyers are responsible for the awarded lots albeit the transfer of ownership will be effective only upon receipt of the final payment, bearing in mind that the clause of retention of title as enacted by Law 80/335 of May 12, 1990, benefits sellers.
As of the award date, the Seller and/or Surplex cannot be held responsible for the partial or total disappearance of the awarded goods or any damage thereto.

Article 4. Inspection and delivery days

- 4.1 During visit and delivery days, all persons entering the building or site do so at their own risk. Instruction issued by Surplex or by persons designated by Surplex are to be strictly observed and a prevention plan may be established. Surplex and/or the Seller may under no circumstances be held responsible for damage resulting from the entry on the site and in the building.

Article 5. Removal of awarded lots

- 5.1 Removals are only allowed upon presentation of the invoice and full and effective payment thereof under the conditions of Article 2. The removal of auctioned items shall be performed by the Buyer by the deadline specified by Surplex in the special conditions of the online auction, under his sole responsibility, at his own expense and own risk. The removal of awarded lots is mandatory; onsite resale by the Buyer is prohibited. In case the Buyer-successful bidder fails to remove the awarded lots in the allotted time, the Seller is entitled to claim compensation for any damage suffered as a result of such delay or for any prejudice caused to third parties and in particular, to those awarded other lots. The Seller shall be entitled to have them removed and stored at the expense of the Buyer without incurring any liability whatsoever as to the condition or preservation of the lots in question. Ultimately, the Seller may deem the lots purchased as abandoned counting from 18 hours past the last day provided for removal. From this point on, the Seller may avail of the abandoned lots as appropriate including their resale, destruction or scrapping, without any refund obligation towards the Buyer. In all cases, costs involved shall be borne by and charged to the Buyer.
- 5.2 The Buyer expressly and irrevocably agrees to observe and ensure the observance of laws and regulations, including specific health and safety requirements for work performed in an establishment by an external company, organized under the Decree of February 20, 1992 and / or specific provisions applicable to building operations and engineering, organized notably under the Law of December 31, 1993 and the Decree of December 26, 1994 by anyone working on his behalf and in his name. He expressly and irrevocably adopts all necessary precautions to prevent any damage to third parties or to the goods of the Seller and repair any damage for which he could be held responsible without limitation.
- 5.3 In the event that the removal of the awarded goods would require the demolition of a movable or immovable property, the Buyer will do so at his own expense, with the express permission of the owner of such property. The Seller may require the Buyer to deposit a security amount prior to any removal operation to ensure compensation for any damage caused to his movable or immovable property or those of third parties.
- 5.4 Except as expressly provided, gas, water, steam, electricity lines or other connection to the good awarded will be disconnected at the first connector, switch, first valve or markers affixed by the Seller on the lines. Unless otherwise mentioned in the sale catalogue, the Buyer cannot claim any right of ownership on lines running underground or embedded in the masonry or of electric cables between transformers and machine control panels.
- 5.5 If the lateness in the removal by a Buyer prevents or hinders the removal of another awarded good, the Buyer will be required to repair any damage caused to the owner of said good.
- 5.6 Buyers may not terminate purchase agreements after removal.

Article 6. Restrictions on the sale of certain lots

- 6.1 Machines and production components are generally sold in conformity with French technical provisions and legal safety or regulatory standards. This conformity is attested to either by the Compliance Plate (machine commissioning after January 15, 1981 - Decrees 80-543 and 544) or EC Plate (machine commissioning after January 15, 1993 - Decrees 93-40) if their safety equipment has not undergone significant modifications.
- 6.2 If goods on sale fail to comply with French technical provisions as well as with legal safety or regulatory standards, Buyers are reminded that the said goods should conform to the mandatory standards above during installation and/or use after sale. Buyers shall ensure all material conforms to any applicable standard. Materials are considered as sold for parts.
- 6.3 Non-hazardous and non-conforming machines are sold as unsuitable for operation. In this condition, they may be sold:
- 1 To a natural or legal person not intending to use the material on French territory. The Buyer shall undertake to ensure conformity with the legislation of the country of operation.
 - 2 To a natural or legal person operating as an authorized dealer, collector, rebuilder, breaker, scrap metal dealer or collector, who undertakes to ensure conformity with standards, under his own responsibility, before a possible sale to an operator client.
 - 3 To any buyer by source of spare parts who will acknowledge in writing not to surrender or sell such material for operation.
- 6.4 Hazardous (orders of March 5 and June 24, 1993) and non-conforming machines may only be sold to categories 1 and 2 of the previous article. Buyers shall commit in writing to observe the above criteria.

Article 7. Miscellaneous provisions

- 7.1 These GTC may not be waived under any circumstances. If the Buyer were to express general or special reservations which waive these conditions, such reservations shall be deemed null and non-written without any obligation on the part of the Seller or his representatives to give express notice thereof.
- 7.2 The sales is exclusively governed by the French version of the GTC; translations are merely indicative. In case of contradiction between a translation and the French text, the latter shall prevail.

- 7.3 The place of performance is Paris.
- 7.4 The Courts of Paris have jurisdiction on any disputes.
- 7.5 Disputes regarding these GTC and in particular their interpretation and execution, including the contract conclusion and implementation are exclusively subject to French Law.
- 7.6 Buyers are deemed to accept the conditions set out above upon bidding.
- 7.7 Buyers may not claim ignorance of these GTC as they are reproduced on the website Surplex.com and emailed to any interested party.
- 7.8 Pursuant to Article L.121-21-8 paragraph 11 of the Consumer Code, public auctions are excluded from the right of withdrawal.

If certain provisions of these GTC are or become void, invalid or cannot be applied, the validity of the remaining terms and conditions remains unaffected. In such a case, the parties shall undertake to amend and supplement these GTC in order to attain the economic purpose of the original and ineffective version. The same applies should loopholes be found in the GTC.