

## TERMS AND CONDITIONS OF AUCTION

1. The auction sale of the machinery shall take place for and on behalf and for account of the legal right machine owner of M/S NOBILTEX SpA, IT-20833 Giussano, which will be marked on the invoice. The bid shall be awarded to the highest bidder unless no higher bid is offered after the third call. Minimum offers, if required, will be determined by the auctioneer.
2. The auctioneer shall have the right to change items from the sequence of the catalogue, to separate numbers and positions and/or to combine them, to accept bids with provision subject to clearance or to reject bids that are considered as being too low. The auctioneer reserves the right to query individual bids, and to request the interested parties to submit their bid. The auctioneer may refuse a bid for justified reasons.
3. Whenever any doubt arise as to the validity of the highest bid, in particular if the highest bidder wants to disallow or recind his bid, or if there is any doubt about the award, the decision of the auctioneer shall binding and solely valid, to which decisions all bidders are submitting themselves by mere participation of the bidding procedure. If necessary the auctioneer may cancel the award and auction those machine items and positions again.
4. The earnest money to be paid by the buyer is 10 % of the highest bid. Legally applicable and actual valid value added tax of Italy shall be paid on the amount of the bid which is actually 22 % covering the cost for auctioned machine plus auctioneers fee. The full payment of the purchased machines shall be made by bankers draft or by cheque with irrevocable bank confirmation or in cash. The payment must be made immediately after auction is finished to auctioneer. Normal cheques will be accepted in lieu of payment but machinery and auctioned items can only be released/collected after the amount has been credited onto account of seller without any subjects. Payment of the awarded machinery can be accepted in lieu against irrevocable documentary Letter of Credits. The processing of a Letter of Credit can be handled provided same will be opened in favour of the auctioneer, payable and available in Spain. Any bank charges out of a Letter of Credit are payable by the buyer. Letter of Credits must bear the ' add confirmation ' instruction.
5. Releasement and collection of machinery are based that the purchase price has been credited onto the account of the auctioneer without any subject. Cash payment at day of auction sale will be acceptable. In case of delay in payment the auctioneer will charge an interest rate of 1,5 % per month or each month began. Buyers from overseas countries, who are not members of the EU, do have to pay the value added tax/VAT immediately while invoice will be handed over. The paid VAT/UST. will be taken as guarantee and shall be refunded immediately after having received the official export declaration or forwarders certificate showing goods exported overseas. Customers from the EU have to show their registered UST.Identnummer ( European VAT Ident number ). In this case, sales to clients from EU countries do not have to pay the VAT of 22 %, except machines remain in Italy, clients have to pay the Italian VAT of 22 %.
6. The invoices distributed on the day of the auction are subject to any correction or amendment after print in order for verification and amending of any possible errors.
7. Upon payment of the auctioned machines the machines/objects auctioned are considered as having been handed over to the buyer. At this time, liability and risk of accidental perishing, loss, damage or whatsoever, shall be deemed as passed over to the buyer. Buyer is responsible to insure goods at his risk and costs.
8. The award of ownership of the object auctioned, first occurs after the complete payment of the sales price, the earnest money and value added tax have been made, and shall be released for collection by written approval of the auctioneer.
9. In the event that payment of the auctioned objects is not effected after auction has been finished and not in due time and not in accordance to the para No. 5, or if the object auctioneered are not collected in due time, the seller shall after the expiry of a grace period by requesting to arrange necessary payments, have the right to require compensation, loss, damage, extra charges or has right to dismantle the machine, store and warehouse the machine on cost and risk of the buyer and the right to sell the machine and objects again. The beforesaid will be for the liability and responsibility of the buyer. Any loss or damage occure will be for account of buyer. The buyer irrevocably and unreservedly submits these agreements with the entry of the site as per § 4.
10. The period of the time allowed for the collection of the purchased machines has been mentioned in the catalogue. The auctioneer allows a collection of machinery until 30.04.2019.
11. Transport and dismantling of the machines purchased at auction will be executed at the cost and risk of the buyer. The buyer is responsible for any damages, loss at the property of the seller or third parties and machines. Should opening of building or section of buildings and/or walls be necessary for the removal of objects purchased, the buyer has to request permission of seller. In case permission by the seller for such openings given, buyer is responsible to open/close holes by qualified companies. Is any wall opening required the seller/auctioneer has the right to ask for security deposit on objects which in their removal could cause damages or property and/or real estate of a third party. Notice of these objects in question and the amount of deposit can be given upon request.

12. The object available on auction can be viewed as per catalogue prior to the auction date. No warranty shall be assumed for the catalogue information, such as technical data, dimensions, quality, quantity or similar details of the machines. Machines or items will be sold in the condition how they are, where they are, in condition and design as inspected by the buyer without any responsibility or liability for the seller/auctioneer or whatsoever.
13. Biddings in writing will be accepted subject bidder mention position and maximum bidding price plus auctioneers tax and adding VAT enclosing bankers draft/cheque with bankers guarantee addressed to O.Anderhub, Suedallee 75, D-40593 Duesseldorf-Germany or by eMail under : ttecgmbh@aol.com
14. The entrance of the premises of M/S NOBIL-TEX SpA., will be on own risk. No liability for damages at buyers will/can be made on seller/auctioneer. With entrance, the terms and conditions are accepted by the buyers without any subject irrevocably.
15. The terms and conditions of the auction sale are valid for any after sales.
16. Buyers are accepting the terms and conditions of the auction without any subject by entering the auction place.
17. Place of collection / delivery is actual location of machines, for payments Milano/Giussano. Place of jurisdiction is Milano/Italy. Italian law applicable.
18. The listed machines are subject to withdrawal or mistakes.
19. A registration for bidding can be carried out prior to the auction. For registration we require the company details, EU VAT Identnumber as mentioned underneath to be filled form, scanned and eMailed.

#### GUARANTEE PAYMENT

In order to be accepted as a registered bidder being able to award machines at day of the auction, a guarantee payment has to be released either at day of auction in CASH, certified CHEQUE with it's bank guarantee or prior auction by telegraphic transfer onto the underneath mentioned account. In case of a certified cheque, the bank has to guarantee the cheque upto the amount the customer/bidder is willing to invest.

The minimum guarantee quantity is EUR 5.000,00

#### BANK DETAILS

In case of a telegraphic transfer, the amount has to be payable onto the following bank account showing details as follows :

BENEFICIARY	TRANSORGATEC GMBH ( TexPERTS), D-40593 Duesseldorf/Germany
BENEFICIARY BANK	COMMERZBANK AG, D-40212 Duesseldorf/Germany
IBAN/BANK ACCOUNT	DE16 3004 0000 0800 6488 01
BIC	COBADEDDXXX

# TexPERTS

by Oliver Anderhub

## LIVE LIQUIDATION AUCTION SALE

### **TEXTILE OPEN WIDTH DYEING/PROCESSING MILL**

Singeing Osthoff, Washing Babcock, Mercerizing, Dyeing Küsters/MCS, Stentering Monforts 2007,  
Sanforizing Morrison, Emerizing Lafer

### **NOBILTEX SpA.**

**Via Alfredo Catalani 63, IT-20833 Giussano (MB)**

**15.01.2019 – 2 pm**

**LOCATION OF AUCTION : \*\*\*\*Hotel Habitat, Viale Como 2, IT-20034 Giussano ( MB )  
www.hotelhabitat.it**

REGISTER NOW / SAFE TIME

**Steps to register :**

1. Fill the form below
2. Sign and scan
3. eMail to

ttecgmbh@aol.com

**BIDDING NUMBER**



4. and you receive your bidding number by eMail

5. Insert your bidding Number given and carry this form on auction date.

COMPANY : \_\_\_\_\_ ADDRESS : \_\_\_\_\_

CITY/ZIP : \_\_\_\_\_ COUNTRY : \_\_\_\_\_  
L

EU VAT NO : \_\_\_\_\_

eMail : \_\_\_\_\_ WEB-PAGE : \_\_\_\_\_

DATE : \_\_\_\_\_

SIGNATURE/STAMP \_\_\_\_\_