

General Terms

2228: Apartment in Porto Sant'Elpidio (AP) - Third Floor - Gathering of Purchase Offers n.7

General Terms

In case of insurgency of any controversy related to the interpretation of the dispositions included in the general and specific terms present in the website translated in different languages, it will be applied the Italian language version of such texts.

GENERAL TERMS AND CONDITIONS

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Art.1 Definitions:

GOBID INTERNATIONAL AUCTION GROUP SRL: company having headquarters in Milan, Via P.O. Vigliani , 19, VAT N. 09441470961 , authorized to auction sale by license released on 9/04/2008 by Questore di Milano n.13/2008.

Gobid.it: registered trademark by GOBID INTERNATIONAL AUCTION GROUP SRL

www.gobid.it: website managed by GOBID INTERNATIONAL AUCTION GROUP SRL for commission sale goods

GATHERING: gathering of purchase offers related to envelopes opening which will take place on the day indicated in specific terms

LOT: One or more goods available for sale, included in the Gatherings

REGISTERED USER: User registered to www.gobid.it

GATHERING REGISTRATION: User authorization request for participation in a single GATHERING

BIDDER NUMBER: Registered User's Identification number

GENERAL TERMS: the present terms and conditions

SPECIFIC TERMS: Specific terms and conditions of a single gathering

DEPOSIT: Amount to be paid in order to participate for gathering, where indicated.

STARTING PRICE: Single lots starting price

IRREVOCABLE PURCHASE OFFER: Amount to be indicated in the participation form

MINIMUM OVERBID: See Specific Terms

AWARDING: See specific terms

SELLING PRICE: Lot **AWARDING** price (see Specific Terms)

BUYER'S PREMIUM: Percentage calculated on the taxable selling price indicated in the **AWARDING** statement

2. Applicability:

The present terms have to be applied to www.gobid.it use, specifically, to the gathering publication and execution and to terms and conditions of users' participation.

2.2. Specific terms

The present terms are always applicable apart from different instructions provided in the Specific Terms of every single GATHERING

3 Gathering publication:

Gatherings will be published on www.gobid.it. With gathering publication, lots catalogues and timing will be also provided.

4. Gathering execution:

As mentioned, every gathering will be published on www.gobid.it. Terms and conditions will be indicated in SPECIFIC TERMS. GOBID INTERNATIONAL AUCTION GROUP SRL reserves the right to cancel, extend or interrupt the gathering according to its sole discretion.

Registered user is aware of possible problems, both objective and subjective, deriving from participation in on-line digital platform. With regard to these problems, GOBID INTERNATIONAL AUCTION GROUP SRL cannot be considered responsible.

GOBID INTERNATIONAL AUCTION GROUP SRL does not answer to any direct or indirect damages or responsibilities apart from fraud or gross negligence. In any case GOBID INTERNATIONAL AUCTION GROUP SRL does not answer to: user's direct actions which may cause damages, wrong system operation, website use and/or display unavailability, website abuse or any event which may happen after the sale deadline.

Moreover, concerning issues not provided in the present general terms, the user has to adopt specifications stated in www.gobid.it "Conditions of Use".

5. Gathering participation:

In order to participate the user is obliged to register to any single Gathering, agreeing with both General and Specific terms and condition.

In case a deposit may be required, registered user will be allowed to participate only under GOBID INTERNATIONAL AUCTION GROUP SRL authorization. Such permission will be provided by GOBID INTERNATIONAL AUCTION GROUP SRL only after reception of deposit payment. Where applicable, payment procedures and modes will be indicated in the Specific Terms.

In case users who participated will not award any lot, the deposit will be refunded within 20 working days from the auction deadline, with no interests applied.

In case of awarding of one or more lots, the deposit will be refunded after the buyer will complete the collection of the purchased lots, will pay possible additional service costs, or will finalise the purchase of the lots bought in auction, with the completion of bureaucratic practices, prior to Principal authorization. In such case the deposit can be blocked in order to cover possible expenses deriving from occupation of room ascribable to the Bankruptcy Receiver/Seller or other expenses, at Principal discretion.

Deposit will not be refunded in case of lack of compliance with general terms of payment of awarded lots.

6. Offer presentation:

Registered users authorized to participate are allowed to submit offers according to modes indicated in the specific terms.

Bids are always bound to matching control with indicated prices and overbid conditions. In case inconsistencies with general and specific terms and conditions will be noted, GOBID INTERNATIONAL AUCTION GROUP SRL reserves the possibility to cancel a bid.

Bids will be valid only if submitted during the specified gathering timing.

7. Lots awarding process.

Lots awarding will occur according to modes indicated in Specific Terms.

GOBID INTERNATIONAL AUCTION GROUP SRL reserves the right to suspend the gathering or the lots awarding process before the gathering ending time, both at its sole discretion and also in case of a fair and confirmed bid or external offer submission.

Awarding is bound to actual reception of deposit.

The principal, as responsible for the sale procedure, may decide to adopt the faculty of art. 107 clause 4 L.f.

(Bankruptcy Law) and suspend the sale in case of reception of an irrevocable ameliorative purchase offer for an amount not lower than ten per cent of the price offered.

8. Payment and collection

The user who awarded one or more lots must follow the Specific Terms and conditions, where specific modes about payment and collection will be indicated, as well as related clauses concerning refunds in case of failure to comply with the mentioned condition. In case the payment of amounts due will not be credited within payment terms agreed, the sale will be canceled and the deposit will not be refunded, with subsequent awarding loss, in accordance with seller/and or bankruptcy receiver.

Damages deriving from collection will be on buyer's expense.

9. Guarantees

GOBID INTERNATIONAL AUCTION GROUP SRL is not responsible for any matching lack between the lots description on sale and the lots as they lie. For every gathering will be published Specific Terms where will be indicated all the information related to gathering and lots.

Moreover, concerning issues not provided in the present general terms, the user has to adopt specifications stated in www.gobid.it "Condition of Use".

All sales carried out by www.gobid.it are subject to the Italian civil code prescriptions related to forced sales.

All lots are sold as is.

GOBID INTERNATIONAL AUCTION GROUP SRL and/or the seller decline any responsibility concerning faults in pictures, descriptions, quantities and any other details indicated in the catalogues. No warranty is given by GOBID INTERNATIONAL AUCTION GROUP SRL or by the Seller therefore Lots viewing is strongly recommended in order to compare the actual condition of the lots with the above mentioned details.



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The buyer, by accepting the present conditions exempts GOBID INTERNATIONAL AUCTION GROUP SRL and/or the seller from any responsibility and from any guarantee or third party's pretention.



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info@gobid.it

aste on-line
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Tel: +39.0737.782080
Fax: +39.0737.786198



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Sede Legale: Via P.O. Vigliani, 19 20148 MILANO (MI)