

# **Notice of Online Auction**

## **FROM 31 MARCH 2025 at 09:30 AM**

## **TO 02 APRIL 2025 at 09:30 AM**

### **General Auction Information**

COURT OF TREVISO (ITALY)

JUDICIAL LIQUIDATION N. 51/2023

Presiding Judge: Dr. Clarice Di Tullio – Trustee: Attorney Valentina Donata Castaldo

The auction house ASTE 33 S.r.l. announces that, within the framework of the above-mentioned procedure, an auction sale will take place through an online competitive bidding process, accessible via the website [www.aste33.com](http://www.aste33.com).

**Auction Opening: Monday, March 31, 2025, at 09:30 AM**

**Auction Closing: Wednesday, April 2, 2025, at 09:30 AM**

ASTE 33 S.r.l. has been appointed to handle the sale of the listed assets as a specialized entity in the management of simplified competitive sales procedures, in accordance with Article 216, second paragraph, of the Italian Code of Business Crisis and Insolvency (Legislative Decree No. 14 of January 12, 2019).

\*\*\*\*\*

## Lot no. 13 – SEWING MACHINES AND PRESSES

**Starting price € 4.500,00 equal to the received offer**

**Minimum Bid Increment: €100.00**

### Lot Description:

no. 12 assorted sewing machines

no. 4 presses

**Important Note: The items are currently stored abroad, in Romania.**

\*\*\*\*\*

## GENERAL TERMS AND CONDITIONS FOR PARTICIPATION IN THE ONLINE AUCTION HELD WITHIN THE FRAMEWORK OF INSOLVENCY PROCEEDINGS

### 1. GENERAL PROVISIONS

The lots of goods or the individual item described above are offered for sale through an online auction, accessible exclusively via the website [www.aste33.com](http://www.aste33.com) (the "Portal"), which has been designed, developed, and is owned by Aste 33 S.r.l.

**Participation in the sale implies full acceptance of the Notice of Online Auction** ("Notice of Sale") and, consequently, of these General Terms and Conditions for Participation in the Online Auction Held Within the Framework of Insolvency Proceedings, which form an integral part of the Notice. This is without prejudice to any legal provisions governing sales within insolvency proceedings.

Furthermore, the bidder declares that they have reviewed the appraisal report related to the items being sold ("Appraisal Report"), if published, and have carefully examined its contents.

Any individual of legal age may participate in the sale, except for those who are legally prohibited from participating in sales within the indicated insolvency proceeding.

No brokerage fees or commissions of any kind are due to third parties.

The online auctions are announced through publication on the Portal, where, in addition to the date and time of the auction and a brief description of the items for sale, the Notice of Sale and any related attachments are made available.

In the event of technical issues affecting the Portal's operation or upon request by the insolvency proceeding authorities, Aste 33 S.r.l. reserves the right to cancel, suspend, extend, or interrupt the online auction, clarifying that in such cases, it assumes no liability of any kind towards auction participants.

## 2. REGISTRATION ON THE PORTAL [HTTPS://WWW.ASTE33.COM](https://www.aste33.com) AND PAYMENT OF THE DEPOSIT

Any individual interested in participating in the auction and submitting one or more irrevocable purchase offers **must first register on the Portal**, using the designated function (unless they are already registered).

During registration, the user must specify their profile type (individual, legal entity, other collective entity, etc.), provide a valid email or certified email (PEC), and create a password. The following documents must also be uploaded:

- For individuals: a valid identity document.
- For legal entities: an updated company registration certificate (no older than 30 days from the date of registration) along with the identity document of the legal representative.

Once registered, the user must log in and **pay a deposit equal to 10% of the base price indicated** in the auction summary or in the Notice of Sale. The deposit can be paid via:

- **PayPal** or **credit card** (bank fees and a fixed charge of €0.35 will be borne by the bidder).
- **Bank transfer** to the following account:  
Beneficiary: Aste 33 S.r.l.

IBAN: IT 72 L 02008 12012 000105186491

SWIFT/BIC: UNCRITM1A12

The bank transfer reference must include:

- The reference number of the insolvency procedure and/or the system-generated order number.
- The lot/item of interest.
- The competent court.
- Any additional information explicitly required.

Auction participation will be granted only after verification of the deposit's successful crediting to the designated account.

The user is responsible for the accuracy of the information provided during registration and is fully liable for any actions performed using their credentials on the Portal. Aste 33 S.r.l. and the insolvency procedure authorities assume no liability for any unauthorized use of the user's credentials by third parties.

Additionally, the user agrees to comply with these terms and conditions, refrain from improper or unlawful behavior, especially concerning participation in the online auctions.

Aste 33 S.r.l. reserves the right to refuse or revoke registration at its sole discretion if the user violates the Portal's rules.

The data provided during registration will be used by Aste 33 S.r.l. for auction reports and invoice issuance. Any user request for modifications after the auction award will not be accepted.

A person other than the registered bidder may participate in the online auction, provided they hold a notarial special power of attorney confirming their authority to act on behalf of the bidder.

### 3. TERMS OF SALE

Participants in the online auction acknowledge and accept that the assets are sold **as-is, in their current factual and legal condition**, without any warranties. As the sale takes place within an insolvency proceeding, it is considered forced and is not subject to the legal provisions concerning warranties for defects or lack of quality. Consequently, the sale cannot be annulled for any reason.

The sale is conducted in bulk, not by measure, and the insolvency procedure is exempt from any disputes regarding the actual composition or condition of the assets sold. Additionally, **no warranties are provided for defects**, whether apparent or hidden, even if not indicated in the appraisal report. The buyer assumes full responsibility for any lack of quality, discrepancies, or liabilities associated with the purchased assets, even if not explicitly stated in the appraisal. The buyer is not entitled to any compensation, indemnity, or price reduction for any such issues.

Furthermore, the buyer is solely responsible for ensuring compliance with safety regulations for any machinery or equipment that does not meet current standards, including those lacking CE certification. If compliance is not possible, the buyer is responsible for the proper disposal of such equipment in accordance with legal requirements, assuming all liability for any unauthorized use.

The starting price for each asset or lot and the descriptions provided correspond to those specified in the appraisal report or as authorized by the Delegated Judge or Trustee.

### 4. INSPECTION OF THE ASSETS FOR SALE

Potential buyers are **strongly encouraged** to inspect the assets before placing a bid. This allows for **verification of their actual condition** and assessment of any **logistical requirements** related to the delivery of awarded assets, including the presence of **waste or other materials**. The **removal and disposal** of such materials are the sole responsibility of the buyer, and **Aste 33 S.r.l. assumes no liability in this regard**.

Inspections are **free of charge** and can be arranged **prior to the auction**, subject to a written request to **Aste 33 S.r.l.** through:

- The **dedicated form** available on the asset listing page at [www.aste33.com](http://www.aste33.com) ("Book a Visit" section).
- Email request sent to [info@aste33.com](mailto:info@aste33.com).

All requests **must include a valid identity document** of the individual conducting the inspection; otherwise, they will not be processed.

The **dates and times for inspections** will be determined **at the discretion of Aste 33 S.r.l.** and, unless otherwise specified, will take place **during office hours (Monday to Friday, 8:30 AM – 6:30 PM)**.

## 5. PROCEDURE FOR CONDUCTING THE ONLINE AUCTION

The **date and time of the opening and closing** of the online auction for each lot or asset are published on the **Portal**. For the first auction, these details are also specified in this **Notice of Auction**.

The **starting price** and **minimum bid increment** are clearly stated in the respective auction section on the Portal.

Once the auction opens and throughout its duration, each participant may **submit their irrevocable purchase offer** exclusively through the methods specified on the Portal.

- Each offer remains valid **until it is outbid** by a subsequent **higher** offer, provided that the new bid is at least equal to the previous bid plus the **minimum bid increment**.
- **Participants may bid at the minimum increment or at a higher amount of their choosing.**

When a bid is exceeded, the previous bidder will receive:

- An **email notification**.
- An **automated alert** on their device's screen (however, failure or delay in receiving the alert or email, for any technical reason, does not affect the validity of the auction).

A participant whose bid has been outbid and thus invalidated may:

1. **Request the refund of their deposit.**
2. **Keep their deposit and place a higher bid** before the auction ends.

If a **new highest bid is placed within the last three minutes of the auction**, the auction will be **automatically extended** by an additional **three minutes**, repeating this process as needed.

## 6. AWARDING OF THE AUCTION

The **lot or individual asset** will be **provisionally awarded** to the participant who has submitted the highest bid at the end of the auction.

The winning bidder must **pay the full awarded price** (net of the deposit already paid) along with:

- Any applicable VAT at 22%
- A sales commission of 8% on the awarded price
- VAT on the sales commission
- Any additional charges related to the sale, including the registration tax of €232.00 for registered movable assets

Payment must be completed **by 24:00 (midnight) on the first working day after the auction closes** through one of the following methods:

- **Credit card** (with bank fees borne by the buyer, plus a fixed charge of €0.35)
- **Bank transfer** to the following account:  
**Beneficiary:** Aste 33 S.r.l.  
**IBAN:** IT 72 L 02008 12012 000105186491  
**SWIFT/BIC:** UNCRITM1A12

**All taxes and any costs arising from the sale are the sole responsibility of the buyer.**

The **provisional awarding will be revoked** if the buyer fails to pay the full price and any related costs within the specified deadline, unless otherwise instructed by the insolvency authorities. In the event of non-payment, the **insolvency procedure will retain the deposit** already paid and may reoffer the lot or asset for sale.

**No higher bids will be accepted after the first awarding**, which will be considered **final upon receipt of full payment**.

Foreign companies wishing to participate in the auction must, in the event of a successful bid, provide **Aste 33 S.r.l.** with a **company registration certificate translated into Italian**.

## 7. REFUND OF THE DEPOSIT

The refund of the **deposit** to auction participants who did not win the bidding process will be processed within the **timeframes and methods specified below**. No **interest or additional compensation** will be granted on the refunded amount.

- For deposits made via credit card: the amount will be reinstated within **three (3) working days** after the auction ends, with a fixed **processing fee of €0.77** charged to the bidder.
- For deposits made via bank transfer: Aste 33 S.r.l. will process the refund within **three (3) working days** after the auction ends, with a fixed **processing fee of €1.50** charged to the bidder.

## 8. DELIVERY AND COLLECTION OF AWARDED ASSETS – PENALTIES

Unless otherwise specified in the **Notice of Sale**, the awarded assets will be delivered to the successful bidder **only after full payment** of the awarded price, applicable taxes, and—in the case of **registered movable assets**—completion of all necessary ownership transfer formalities (which are the responsibility and expense of the buyer).

Pursuant to **Article 1193 of the Italian Civil Code**, any amount paid, including the deposit, will first be allocated to cover expenses and only thereafter applied to the purchase price of the awarded assets.

The successful bidder must **collect the assets within 15 (fifteen) days** from the **end of the auction** or, in the case of registered movable assets, from the **completion of the ownership transfer formalities**, which must begin **no later than five (5) days** after the end of the auction—provided that, in such cases, the ruling under **Article 217, second paragraph, of the Italian Code of Business Crisis and Insolvency** has been issued by the delegated judge.

The successful bidder may delegate the collection of the assets to another individual or entity, provided that:

- The collection is completed within the specified timeframe.
- The name(s) of the authorized delegate(s) is **communicated in writing** to **Aste 33 S.r.l.** in advance.

The **successful bidder assumes full responsibility** for the collection operations, including:

- Any damage or loss occurring during collection.
- Any accidents or injuries involving their personnel or appointed delegates.
- Compliance with all legal provisions regarding **workplace health and safety**, fully exempting both **Aste 33 S.r.l.** and the **insolvency procedure** from any liability.

### Late Collection Penalty

If the buyer fails to collect the assets within the specified timeframe, they will be required to pay a **daily penalty of €100.00** to the insolvency procedure, without prejudice to any additional compensation for damages arising from the **delayed or failed collection**.

For example, if the storage costs incurred with third parties exceed the daily penalty, the **buyer will be responsible for covering these higher costs**. The penalty **must be paid before collecting the awarded assets**.

### Consequences of Failure to Collect Assets

If the successful bidder **does not complete the collection within 15 days**, or—in the case of **registered movable assets**—within 15 days of the completion of the ownership transfer formalities, the **insolvency procedure will retain ownership** of the assets under **Article 2756, third paragraph, of the Italian Civil Code** and may **proceed with resale under Article 2797** of the Civil Code.

In such cases:

1. The resale will be **entrusted to Aste 33 S.r.l.**

2. The resale may be conducted **privately** (without a public auction) or, alternatively, via a **new online auction**, at the discretion of the insolvency procedure.
3. The insolvency procedure **is not required** to issue a formal notice through a judicial officer, as an official notice via **registered mail, PEC, or other certified means** will suffice.
4. The insolvency procedure may **deduct** from the resale proceeds:
  - o The accrued **penalty fees**.
  - o Any damages resulting from **the need to relaunch the sale** (such as new auction costs, **Aste 33 S.r.l.'s fees**, etc.).
  - o Any additional damages incurred due to the buyer's failure to collect the assets.

These provisions, established under **Article 2797, last paragraph, of the Italian Civil Code**, override any conflicting provisions within the same article.

## 9. LIABILITY

**Aste 33 S.r.l.** shall not be liable for any damages of any kind, including **loss of profit, legal fees, incurred expenses (including VAT or equivalent taxes), or any other costs**, that may be suffered by the user due to:

1. The user's **failure to comply with or understand** the rules set forth in these **General Terms and Conditions for Participation in the Online Auction Held Within the Framework of Insolvency Proceedings** and in the **Notice of Sale**.
2. The **improper or unauthorized use of the Portal** by the user, or any **legal violations committed through the Portal**.
3. The **unlawful use of the Portal by third parties**, including the spread of **viruses or malicious software** through the Portal.

Additionally, **Aste 33 S.r.l.** disclaims any responsibility for **discrepancies between the descriptions, photographic reproductions, and details of the items/lots published on the Portal and the actual characteristics of the assets being sold**. The user **accepts that such discrepancies do not entitle them to claim damages** from **Aste 33 S.r.l.**

**Aste 33 S.r.l.** is not liable for **any malfunctions related to the use of the Portal**, nor for the **inability of the user to access it** due to reasons **beyond Aste 33 S.r.l.'s control**, including **force majeure events**.

## 10. SPECIAL PROVISIONS REGARDING VAT

Winning bidders **based in non-EU countries** who claim **VAT exemption** are required to **export the purchased goods within 90 (ninety) days** from the invoice issuance date. They must also promptly provide **proof of export** to **Aste 33 S.r.l.** and/or the **insolvency trustee**.



**Aste 33 S.r.l. and the insolvency trustee reserve the right to require VAT payment from non-EU buyers at the time of purchase. In such cases, the VAT amount will only be refunded once the buyer provides proper documentation proving exportation to a non-EU country within the specified timeframe.**

If such documentation is not provided within the deadline, **the VAT will be retained and paid according to legal requirements.**

**Aste 33 S.r.l. will automatically issue payment notices, including VAT charges.**

Buyers who wish to benefit from the **VAT exemption for habitual exporters**—both for the amount payable to the insolvency procedure and for the commission due to **Aste 33 S.r.l.**—must submit:

- A **declaration of intent**
- The **corresponding proof of submission** issued by the **Italian Revenue Agency (Agenzia delle Entrate)**

This documentation must be provided **at least two (2) days before auction registration**. **Aste 33 S.r.l.** will verify the submission of the declaration for the **current tax period** and subsequently issue **new payment notices replacing the previous ones, applying the VAT exemption.**

Additionally, **foreign companies** intending to participate in the auction must provide **Aste 33 S.r.l.** with a **company registration certificate translated into Italian** in the event of a successful bid.

#### 11. TRANSFER OF OWNERSHIP AND OTHER OBLIGATIONS RELATING TO REGISTERED MOVABLE ASSETS

As specified in **Section 6**, when the auction involves **registered movable assets**, the successful bidder shall bear **all responsibilities and costs associated with the ownership transfer**, including:

- The costs for **cancelling the transcription** of the **judicial liquidation ruling** (if already recorded).
- The costs for the **removal of any liens** or administrative blocks (e.g., vehicle registration holds) in the relevant public registries.

Upon request, **Aste 33 S.r.l.** may provide the contact details of a **reliable and experienced vehicle registration agency** operating in the **Treviso (TV) area**.

The sale is conducted with the explicit **obligation of the buyer to ensure compliance with safety regulations** at their own expense.

All sales conducted through the [www.aste33.com](http://www.aste33.com) auction platform are subject to the **Civil Code provisions governing forced sales**.

In case of any **disputes regarding the interpretation** of the general or specific conditions on the platform—especially if translated into other languages—the **Italian version of the text shall prevail**.

12. PRIVACY POLICY - PURSUANT TO LEGISLATIVE DECREE NO. 196/2003 (PRIVACY CODE)

By registering on the **Portal**, the user **authorizes Aste 33 S.r.l.** to process their personal data in compliance with **Legislative Decree No. 196/2003** and in accordance with the **Privacy Policy**, which is always available on the Portal at the following link: <https://www.aste33.com/privacy-policy/>.

The user also guarantees the **accuracy and completeness** of the personal data provided during registration and undertakes to **promptly notify Aste 33 S.r.l.** of any subsequent changes.

13. APPLICABLE LAW AND JURISDICTION

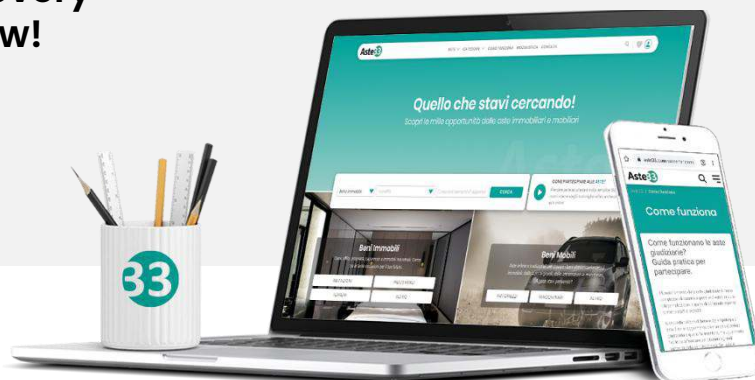
The auction sale governed by these General Terms and Conditions for Participation in the Online Auction Held Within the Framework of Insolvency Proceedings and the Notice of Sale, as well as any relationship between the user and Aste 33 S.r.l. arising from the use of the Portal, shall be governed by Italian law.

In the event of disputes concerning the application of these General Terms and Conditions, the Court of Treviso shall have jurisdiction, subject to any mandatory legal provisions establishing a different jurisdiction.

Aste 33 S.r.l.

**We promote new items every day. Visit our website now!**

[www.aste33.it](http://www.aste33.it)



**Or subscribe to our newsletter  
to stay updated on the auctions that interest**

**NEWSLETTER**

**Auction assistance, item requests, and participation in the auction are completely free!**

Feel free to contact us for any information regarding the auction and the assets related to this procedure!

**Aste 33 S.r.l.**

**C.F. / P.Iva** 04785020266

**REA** TV 377675

[www.aste33.com](http://www.aste33.com)



**HEADQUARTER**

Strada Vecchia di San Pelajo, 20  
31100 - Treviso (TV)



**CONTACTS**

**TEL.** (+39) 0422 693028

**FAX.** (+39) 0422 316032

**CELL.** (+39) 378 3012313

