

## GENERAL TERMS AND CONDITIONS

### 1. Introduction

Bolaffi Immobiliare S.r.l., with registered office in Via Camillo Benso di Cavour 17/A, Turin, VAT No. 12159120018, registered with the C.C.I.A.A. (Chamber of Commerce) of Turin, in the Section of Real Estate Agents, R.E.A. No. TO-1269102, commercially identified with the name “Bolaffi per gli Immobili”, as well as insured in accordance with and for the purposes of Art. 18 of Law No. 57/2001 for professional civil liability to cover professional risks and to protect clients in the exercise of the profession of real estate broker with the company ITAS MUTUA, policy No. M13882255, expiring on 31/12/2021 (“**Bolaffi Immobiliare**” or the “**Company**”), acts as an intermediary/broker qualified to promote and finalize the sale of third party real estate.

To this end, Bolaffi Immobiliare takes all the preparatory and necessary steps to promote and carry out the sale of third-party property, including by public auction.

Within the scope of the assignment received from the Seller, as defined below, the Company also avails itself of the services of third parties including the organizational and logistical support of the auction house called “Aste Bolaffi S.p.A.”, with registered office in Via Camillo Benso di Cavour 17/A, Turin, VAT No. 09591610010 (the “**Auction House**”).

Each individual property that is the subject of a mediation assignment for this auction sale (the “**Property**”), except in exceptional cases, is owned by or available to third parties (the “**Seller**”), who have given the Company an exclusive, non-transferable and irrevocable assignment to promote and carry out the sale of the Property, including by public auction (the “**Assignment**”).

These General Terms and Conditions govern the economic and legal relations among Bolaffi Immobiliare, the Seller and the person who will participate in the public auction set for the sale of the Property or who will be the buyer of the Property at the outcome of the public auction or at the outcome of any sales promotion activity carried out in the event that the Property is not sold at public auction (the “**General Terms and Conditions**”).

### 2. Relevant Documents

Information, descriptions, estimates and data concerning the Property may be entered:

- where drafted, in a catalogue summarizing and describing the typological and qualitative characteristics of the Property, as well as the estimate for each Property (the “**Catalogue**”); the Catalogue will be made available to potential buyers of the Property prior to the auction, together with these General Terms and Conditions;
- in an information pack including, by way of example but not limited to, the following: (1) twenty-year mortgage searches through a notary’s declaration; (2) preliminary contract of sale to be signed severally by the contracting parties; (3) deed of provenance; (4) up-to-date historical land registry searches; (5) floor plan; (6)

declaration of conformity by a qualified technician regarding the state of affairs/urban planning and building situation/land registry identification/installation situation; (7) Energy Performance Certificate; (8) condominium regulations; (9) latest minutes of the condominium meeting; (10) latest final balance and estimate of expenses for ordinary management and heating; (11) lease/loan contract; (the “**Dossier**”).

The Dossier may be freely consulted by potential buyers of the Property prior to the auction; upon express request, the Dossier may also be delivered in hard copy or on computer support to the potential buyer against reimbursement of the cost of printing or support and subject to their formal identification for the purposes of anti-money laundering legislation.

Information, descriptions, estimates and data concerning the sale by public auction of a specific Property may be included in the Catalogue, but may also be communicated in the saleroom before the start of the relevant public auction or during the course of the auction itself.

These General Terms and Conditions may be subject to updates or additions, which will be immediately published on the website [www.immobilibolaffi.it](http://www.immobilibolaffi.it) and/or [www.astebolaffi.it](http://www.astebolaffi.it). Should there be any discrepancies between the text of the General Terms and Conditions contained in the Catalogue and the text published on the Bolaffi Immobiliare and/or Aste Bolaffi website, the online version shall prevail.

Bolaffi Immobiliare disclaims all liability with regard to the illustrations, descriptions, values and estimates of the Property contained in the Catalogue and in any other illustrative material; such illustrations, descriptions, values and estimates are purely indicative and serve the function of mere general information on the Property and, therefore, may not give rise to any reliance whatsoever on the part of successful bidders or buyers. The illustrations, descriptions, values and estimates are made to the best of Bolaffi Immobiliare's knowledge and (i) do not in any way exceed the characteristics indicated in the Dossier, nor (ii) do they in any way constitute conventional guarantees or promised qualities pursuant to Arts. 1490 and 1497 of the Italian Civil Code.

The appraisal values may be subject to change even after the publication of the Catalogue, at the Company's sole discretion. The appraisal value of the Property published in the Catalogue does not include the Variable Bolaffi Real Estate Fee, as better defined below, and the relevant taxation provided for by law (if due). All copyrights pertaining to images, illustrations, texts, captions and descriptions in Bolaffi Immobiliare catalogues are and will remain the exclusive property of Bolaffi Immobiliare. These images, illustrations, texts, captions and descriptions may not, therefore, be used or reproduced by the buyer and/or third parties without the prior written consent of Bolaffi Immobiliare.

### **3. Examination of the property prior to auction**

Subject to Bolaffi Immobiliare obtaining the Seller's consent, all parties interested in purchasing the Property are permitted to make one or more visits to the Property up to one working day prior to the date set for the first public auction and during the hours established at Bolaffi Immobiliare's discretion.

#### 4. Participation in the Saleroom - Offer with Right of Withdrawal - Security Deposit

In order to improve auction procedures, all parties interested in purchasing are required to obtain a numbered bidding paddle before the public auction begins. It will also be possible to pre-register during the days of the presentation of the Property, referred to above. By completing and signing the registration and numbered paddle form, you accept these General Terms and Conditions. If the promissory buyer is allowed to exercise the right of withdrawal for the Property due to the failure to obtain a loan within 20 (twenty) days from the signing of the preliminary contract (the “**Right of Withdrawal**”), at the time of registration for participation in the public auction, two different numbered bidding paddles will be given to each participant: one specific bidding paddle for purchase offers accompanied by the Right of Withdrawal and one for purchase offers excluding the Right of Withdrawal. In the event of a bid, only one of the two bidding paddles must be chosen and presented to the auctioneer, according to the choice made by the person participating in the auction. Each participant in the auction assumes all responsibilities and commitments regarding the use of the respective bidding paddles. In the event of equal economic value of two bids, the Property shall be sold to the person who has submitted the bid with the bidding paddle to the auctioneer, excluding the Right of Withdrawal.

Bolaffi Immobiliare reserves the right to request information and documents from the participants in the auction for their correct identification, as well as any information on their bank references.

Each person requesting to participate in the public auction will be required to pay a security deposit, a bank draft/bank transfer made out to Bolaffi Immobiliare Srl – Bank: BANCA DEL PIEMONTE – IBAN: IT83F030480100000094302 – BIC/SWIFT: BDCPITTT, at least 24 hours before the starting time of the public auction indicated in the Catalogue or on the website of Bolaffi Immobiliare or of the Auction House, varying according to the maximum value of the estimate of the Property in the Catalogue (“**Maximum Estimate**”) and, in particular, equal to:

- **€3,000** for Property with a Maximum Estimate up to €150.000;
  - **€3,500** for Property with a Maximum Estimate between €150,000.01 and €250,000;
  - **€5,000** for Property with a Maximum Estimate between €250,000.01 and €350.000;
  - **€7,500** for Property with a Maximum Estimate between €350.000,01 and €500.000;
  - **€10,000** for Property with a Maximum Estimate between €500,000.01 and €700,000;
  - **€12,000** for Property with a Maximum Estimate over €700,000.01;
- (hereinafter “**Security Deposit**”).

The Security Deposit, unless otherwise indicated in the Catalogue, will be paid to Bolaffi Immobiliare, and will be subject to the following discipline:

- (i) should the Property not be sold, the Security Deposit shall be returned to the bidder within 2 (two) business days from the date of the auction, by bank transfer or by cashier’s cheque, depending on how it was previously paid;

- (ii) should the Property be sold, Bolaffi Immobiliare shall be entitled to receive and retain the Security Deposit, as reimbursement of expenses incurred in the search for a third party interested in the deal (hereinafter the “**Expense Reimbursement**”) without prejudice to the exercise of the Right of Withdrawal by the buyer, if any, and without prejudice to the provisions of Art. 7, below.

By paying the Security Deposit, you implicitly accept the bid at the starting price of the auction of each lot for which you have asked to participate in.

Bolaffi Immobiliare may, at its sole discretion, prohibit unwelcome or unsuitable participants from taking part in the auction.

Should the participant in the auction be acting in the name and on behalf of another individual or legal entity, a suitable notary power of attorney shall be provided before the auction takes place. In any case, Bolaffi Immobiliare reserves the right not to allow third-party proxies or intermediaries to participate in the auction, if, at its sole discretion, it does not consider the power of representation to be adequately documented,

Numbered bidding paddles must be used to indicate bids to the auctioneer during the auction. In the event of any doubt on the part of the participants in the auction regarding the hammer price or the actual successful bidder, the auctioneer shall be notified immediately. Bolaffi Immobiliare will not accept any claim or dispute for any loss or misplacement of the numbered bidding paddle.

## **5. Offer by correspondence or telephone connection**

By submitting and signing, the appropriate form attached to the Catalogue and the documents requested therein (“**Auction Bid Form**”), the bidder agrees to participate in the relevant auction and accepts in full all the provisions contained in these General Terms and Conditions. In the case of a mail order bid, the Auction Bid Form must always indicate the maximum amount of the purchase price offered. By signing the Auction Bid Form, should property be subsequently sold, the bidder shall irrevocably undertake to pay the hammer price for the property and the buyer’s premium. Where participation by telephone is requested, should they not be available, the bidder shall implicitly accept the auction starting price of each lot in which they have requested participation by telephone.

Unlimited bids may not be indicated on the Auction Bid Form.

The Auction Bid Form must be sent to Bolaffi Immobiliare or, where applicable, to the Auction House in writing at least 24 hours before the starting time of the public auction as indicated in the Catalogue or on the website of Bolaffi Immobiliare or of the Auction House, together with the deposit as indicated in item 4 above.

Should there be several mail bids, with the same bid, and should they be the highest bids resulting from the auction, priority shall be given to the bid received first, without prejudice to the provisions of point 4 above concerning bids without Right of Withdrawal.

Claims due to negligence or error in filling out the Auction Bid Form by the bidder will not be accepted. Bolaffi Immobiliare declines any responsibility towards those who participate in the auction by telephone connection in the event of failure to participate due to any misunderstandings that may occur during or prior to the telephone connection.

## 6. Awarding of the Property

The Property will be sold to the highest bidder. Bolaffi Immobiliare reserves the right to cancel the auction in the event of any dispute by third parties claiming ownership or other real right, state-owned property or the existence of a restriction or right, including of cultural interest, with regard to the Property to be sold. The starting price at which the lot will be opened is the price indicated in the catalogue as the starting price for the auction, unless otherwise decided by Bolaffi Immobiliare and/or a different and higher bid is received before the opening of the auction, in which case the starting price will be that of the next bid. In the event of equal bids by correspondence, the bid received first will take precedence, and in any case, such bids will have priority over equal bids received in the saleroom or by telephone, except as provided for in paragraph 4 above, regarding bids without the Right of Withdrawal.

Should the Property be offered for sale by means of a drop-down auction, the first bid received shall result in the immediate awarding of the lot and no further bids accepted.

Bidding shall be at the auctioneer's discretion. The Company, through the Auctioneer, reserves the right to withdraw, add, group or divide the lots on offer, as well as the right to reject a bid in the hall, by telephone or sent in writing. The Auctioneer reserves the right to withdraw a lot from the auction if the bids do not reach the reserve price agreed upon with the Seller. The Auctioneer also has the right to award a Property, subject to the possibility of withdrawing such award in the event of unforeseen circumstances to be notified to the successful bidder within no more than 5 (five) days ("**Temporary Award**").

## 7. Commissions

Should the Property be sold, a buyer's premium shall accrue and be payable by the successful bidder to the Company at the rate of:

- 5% (five per cent), plus VAT, calculated on the portion of the hammer price up to €500,000;
- 4% (four per cent), plus VAT, calculated on the portion of the hammer price between €500,000.01 and €1,000,000;
- 3% (three per cent), plus VAT, calculated on the portion of the hammer price over €1,000,000.01.

("**Commission**")

The right to commission shall accrue from the date of the final sale of the Property.

The Security Deposit already received by the Company shall be charged as an advance on the Commission only if, (A) the Property has been sold and the successful bidder has no Right of Withdrawal, or (B) the Property has been sold and the successful bidder has not exercised any Right of Withdrawal they may be entitled to.

It is understood that should the Buyer exercise the Right of Withdrawal, they shall owe the Company only the Reimbursement of Expenses and not the Commission.

The invoice for the Commission shall be issued on the date of the awarding of the Property and the balance thereof shall be paid within 20 (twenty) calendar days from the date of issue.

Each person participating in the public auction for a Property is aware of and accepts the intervention of the real estate mediation activity carried out by Bolaffi Immobiliare, also pursuant to Art. 1755 of the Italian Civil Code.

## **8. Preliminary Contract, Confirmatory Deposit and Penalty Deposit**

Should the Property be definitively sold, the successful bidder shall undertake to sign, within the following 20 (twenty) calendar days at the latest, the relative preliminary purchase and sale agreement, with a Notary's signature authenticated by a Notary Public, who will be chosen at the sole discretion of the Company. The amount of the notary fees is fixed at a flat rate of €600 (six hundred euros), plus VAT, to be paid directly to the Notary together with the amounts due for taxes, duty and stamps. The successful bidder, who in the meantime has become a promissory buyer, shall be required to pay within 2 (two) calendar days from the date of the final sale, to the Notary's dedicated bank account, a sum by way of deposit, variable on the basis of the awarding price of the Property according to the scale below, which the Notary shall transfer to the Seller as soon as the preliminary agreement is signed:

- **€ 10,000** in case of a hammer price up to €350,000;
- **€ 15,000** in case of a hammer price between €350,000.01 and €500,000;
- **€ 20,000** in case of a hammer price between € 500,000.01 and €700,000;
- **€ 30,000** in case of a hammer price over €700,000.01

(the "**First Tranche Confirmatory Deposit**")

The First Tranche Confirmatory Deposit, together with the Second Tranche Confirmatory Deposit, shall be converted into a down payment at the time of the deed of the final contract of sale of the Property.

For mail order and telephone purchasers, the payment of the First Tranche Confirmatory Deposit shall be made within 2 (two) calendar days from the date of the final awarding and the stipulation of the preliminary contract with notary authentication within the following 20 (twenty) calendar days at the latest. Moreover, in this case, the Notary will be chosen at the sole discretion of the Company with an office in Turin and the amount of the notary fees will be the same as those previously identified. The data and contact details of the Notary will be communicated in writing by the Company to the successful bidder within 1 (one) working day from the date of the definitive sale of the Property. The data and contact details of the seller will be communicated in writing by the Company to the successful bidder within 1 (one) working day from the date of receipt, on the Notary's dedicated current account, of the First Confirmatory Deposit.

Should the Seller grant the possibility to exercise the Right of Withdrawal prior to the auction and the successful bidder exercise it, the Seller shall be entitled to receive and retain the

First Tranche Confirmatory Deposit, as consideration for the exercise of the right of withdrawal, which shall be transformed into a penalty deposit pursuant to and for the purposes of Art. 1386 of the Italian Civil Code.

Should the Seller not grant the possibility to exercise the Right of Withdrawal, or should the promissory buyer, if granted by the Seller, not exercise the Right of Withdrawal within the terms indicated above: the successful bidder shall, at the same time as the stipulation of the preliminary contract, integrate the First Tranche Confirmatory Deposit by paying a further amount necessary to reach 20% (twenty per cent) of the hammer price (the “**Second Tranche Confirmatory Deposit**”).

In this case, the Second Tranche Confirmatory Deposit paid, together with the First Tranche Confirmatory Deposit already paid, shall together become the deposit for the preliminary agreement pursuant to and for the purposes of Art. 1385 of the Italian Civil Code (the “**Confirmatory Deposit**”).

The payment of the Second Tranche Confirmatory Deposit shall be made by cashier's cheque made out in the name of the Seller or by bank transfer in favour of the Seller. Payments will not be accepted from parties other than the Buyer, or from parties who, in the sole discretion of Bolaffi Immobiliare, do not appear to be authorized to pay on behalf of the Buyer.

## **9. Consignment of the Property**

Company liability ends with the stipulation of the preliminary purchase and sale agreement. Therefore, the consignment of the Property to the promissory buyer will take place by the Seller within the deadline and according to the terms agreed upon in the preliminary purchase and sale agreement signed between the promissory buyer and the Seller. The Company does not assume any responsibility or burden with regard to the consignment of the Property sold. The Company is obliged to provide the utmost cooperation to the promissory buyer and provide all the necessary information, in order to assist the promissory buyer in the stipulation of the definitive deed and in taking possession of the Property.

## **10. Absence of guarantees on the Properties**

The Properties are sold by the Seller in the state in which they are found and in law at the time of the auction, with any flaws, defects, imperfections, damage and/or lack of quality, and under the terms and conditions specified in the preliminary purchase and sale agreement. Each auction is preceded by the provision of the Dossier, the delivery of the Catalogue, if any, and the opportunity to view the Property in person.

In particular, Bolaffi Immobiliare allows the potential buyer to examine and visit the Property in the manner described in point 3 above, also through its trusted representatives who are experts in real estate law, thus allowing the potential buyer to ascertain the state of preservation, origin, characteristics, qualities and any flaws and defects. Each potential buyer shall undertake to carefully examine the Dossier and the Catalogue and, if necessary, to visit the Property before the auction, if they intend to ascertain that it conforms to the

descriptions and images in the Catalogue and corresponds to the characteristics indicated in the Dossier and, if necessary, to request the opinion of an expert of their choice.

It is understood that Bolaffi Immobiliare acts as a mere real estate broker.

Bolaffi Immobiliare, except for the case in which any defects or flaws of the property have been concealed to the buyer in bad faith, does not provide any contractual guarantee regarding the sale of the lots, not even for eviction, since the sale is at the buyer's own risk, pursuant to and for the purposes of Art. 1488, paragraph 2, of the Italian Civil Code.

#### **11. Limitation of Liability**

Except in the case of fraud or gross negligence, Bolaffi Immobiliare and/or the Auction House, or its employees, collaborators, administrators or consultants, shall not be held liable for any acts or omissions relating to the preparation or conduct of the auction, or for any matter relating to the sale of the Property. Except in the case of fraud or gross negligence, Bolaffi Immobiliare and/or the Auction House shall not be liable in any case for indirect or consequential damage, loss of profit or damage from loss of chances. In any case, any liability of Bolaffi Immobiliare and/or the Auction House towards the Buyer in relation to the purchase of a Property by the latter is limited to the corresponding hammer price and sale price and the Auction Commission paid by the Buyer.

#### **12. Right of Withdrawal – Forfeiture**

Should the Seller grant the successful bidder the opportunity to exercise the Right of Withdrawal, this right shall be exercised within and not later than 20 (twenty) calendar days from the date of the final sale, without prejudice to what is expressly indicated in Arts. 5 and 9; in this case, the successful bidder shall not be required to pay the Commission in accordance with the provisions of Art. 7 above.

#### **13. No right of withdrawal pursuant to the Consumer Code for so-called "Distance Contracts"**

Should a contract negotiated by sending an Auction Bid Form or by means of a telephone bid as per point 5, the offer for the sale of the Property by Bolaffi Immobiliare, or where identified, the Auction House, shall constitute a distance contract governed by Chapter I, Title III (Art. 45 et seq.) of the Consumer Code. Art. 59, paragraph 1, lett. m) of the Consumer Code excludes the right of withdrawal for contracts concluded at a public auction, such as the auction organized by Bolaffi Immobiliare, or where identified, by the Auction House. Therefore, the right of withdrawal is excluded in relation to the Property awarded in this manner.

#### **14. Post-auction sales**

If the Seller has authorized Bolaffi Immobiliare to market the Property for a further period following the date on which the public auction was held (the "**Assignment Continuation Period**"), Bolaffi Immobiliare shall be entitled to promote the sale of the Property in accordance with the terms and conditions agreed with the Seller.



## 15. Applicable Law

These General Terms and Conditions are governed to all intents and purposes by Italian Law.

## 16. Competant Court of Jurisdiction

For any dispute arising from these General Terms and Conditions, including those relating to the interpretation, execution, termination or validity, the Turin Court of Law will have exclusive jurisdiction, except in the case where the Buyer is a “consumer” as per Art. 18, paragraph 1, lett. a) of the Consumer Code (Legislative Decree No. 206 of 6 September 2005), in which case the Court of residence or domicile of the consumer will have jurisdiction. Pursuant to Art. 141-sexies, paragraph 3 of the Consumer Code, Bolaffi Immobiliare informs the buyer, who is a “consumer”, that where a complaint or a request is made in relation to which, however, it has not been possible to resolve the dispute thus arising, Bolaffi Immobiliare will provide information on the *Alternative Dispute Resolution* body or bodies for out-of-court settlement of disputes relating to obligations arising from a contract/agreement concluded on the basis of these General Terms and Conditions (ADR bodies, as indicated in Art. 141-bis et seq. of the Consumer Code), specifying whether it intends to use such bodies to resolve the dispute. Bolaffi Immobiliare also informs the Buyer that a European platform for the online resolution of consumer disputes has been established (the so-called ODR platform). The ODR platform can be consulted at the following address <http://ec.europa.eu/consumers/odr/>. Through the ODR platform, the consumer can consult the list of ADR entities, find the link to the website of each of them and initiate an online dispute resolution procedure for the dispute in which they are involved.

BY SENDING THEIR PURCHASE ORDER BY POST, BY MAKING AN OFFER IN THE SALEROOM OR BY TELEPHONE, THE CLIENT FULLY AND IRREVOCABLY ACCEPTS ALL OF THESE GENERAL TERMS AND CONDITIONS AND DECLARES THAT THEY HAVE READ THEM.

Place \_\_\_\_\_ Date \_\_\_\_\_ Signature of Bidder \_\_\_\_\_

Pursuant to and for the purposes of Arts. 1341 and 1342 of the Civil Code, the Bidder declares that they have carefully examined and expressly approve the clauses included in the following articles of these General Terms and Conditions:

Art. 2 (Relevant Documents); Art. 4 (Participation in the Auction Saleroom); Art. 5 (Bid by correspondence or by telephone link); Art. 6 (Awarding of the Property); Art. 7 (Commissions); Art. 8 (Preliminary Contract – Confirmatory Deposit – Penalty Deposit); Art. 10 (No Guarantees on the Properties); Art. 11 (Limitation of Liability); Art. 12 (Right of Withdrawal – Forfeiture); Art. 13 (No Right of Withdrawal pursuant to the Consumer Code for so-called “Distance Contracts”); Art. 16 (Competent Court of Law).

Place \_\_\_\_\_ Date \_\_\_\_\_ Signature of Bidder \_\_\_\_\_