

# Sales Conditions for Purchasers

## 1. SALE

Casa d'Aste Babuino S.r.l., Motorcars department, with registered office in Rome, Via dei Greci n. 2a, tax code 04754740589, VAT number 01298101005, acts as exclusive agent for the sale of lots of goods, by auction or private negotiation, on behalf of each owner of the Lots. The sale of the Lots must be considered to have occurred directly between the Seller and who, among the subjects who have submitted offers for the purchase of one or more Lots, has submitted the best offer for the purchase of each of the Lots and is declared the successful bidder of them; therefore the auction house does not assume any responsibility towards the bidders and / or the buyer.

## 2. CHANGES AND RESERVE PRICE

The Auction House reserves the right to cancel or suspend the auction sale in the event of participation of less than n. 10 (ten) competitors in the room, as well as to withdraw one or more Lots from the auction, at their absolute and unquestionable discretion and without notice; in this case the Lots will in any case be considered not awarded by the Bidders. During the auction, the auctioneer of the Auction House, in its absolute and unquestionable discretion, may decide on the auction-based price of the Lots, vary the sales order of the Lots, match and / or separate the Lots. The Auction House may not proceed with the award and / or withdraw from the auction the Lots for which the best offer among those of the Bidders has not reached the minimum reserve price agreed with the Seller; in this case the Lots must be considered not awarded to the Bidders.

## 3. OFFERS AND PRICE

Each of the Bidders, with the formulation of its offer to purchase the Lots, in the event of acceptance and award, undertakes to purchase the Lots and to correspond to the Auction House, for each of the Lots awarded, the total amount equal to the sum of the amount offered for the purchase of the awarded Lots, in addition to the Rights, in addition to any expenses, in addition to the additional expenses provided for therein and any legal charges.

## 4. AWARD

Lots will be awarded to the best Bidder. The Bidders declare that they have examined and fully viewed the Lots and unconditionally accept their award, even regardless of the description of the Lots in the auction catalog. The auctioneer declares the raises, awards the Lots and declares the Buyer of each of the Lots at the conclusion of the relative auction and on the basis of the purchase offers received. If during the auction any dispute concerning the identity or identification of the Buyer arises, the auctioneer may, at his absolute and unquestionable discretion, return the Lots to the auction and proceed for a new award, or resume the auction from the previous offer.

## 5. AUCTION RIGHTS

The Successful Bidder, for each of the Lots awarded, undertakes to pay to the Auction House the commission for the auction rights to be determined in the percentage of 15% of the hammer price of each of the Lots awarded.

## 6. PAYMENTS

The Total Price must be paid by the Buyer to the Auction House within the essential term of n. 5 (five) working days following the auction, using the following methods:

- (a) in cash, up to the total amount of Euro 4999.00, or the different amount required by law;
- (b) by credit cards (circuits accepted by the Auction House), with

any related expenses and / or fees charged to the Buyer;

(c) upon express prior acceptance of the Auction House, by bank transfer or cashier's checks and / or non-transferable bank checks, payable to the Auction House.

Only after full payment of the Total Price the ownership and possession of the Lots will pass to the Buyer, except in the case of disputes.

Following the payment and the legal transfer of ownership of the vehicle, the purchase will be completed and definitive and no dispute will be possible regarding the conditions, state and technical characteristics of the purchased good.

## 7. DATA

For the purposes of participation in the auction, Bidders must first fill in and sign a participation form (so-called offer form), in which, in addition to the amount offered for the purchase of one or more Lots, they are also indicated the related personal data and bank references. These data are processed in accordance with current legislation on the protection of the confidentiality of personal data (so-called Privacy), as per the specific information issued by the Auction House. The Auction House reserves the right to refuse bids from subjects not previously registered and / or identified, or who have not submitted adequate bank references. Furthermore, by signing the same offer form, the Offerors undertake to accept these conditions of sale in full and unconditionally.

## 8. COMPETITION

The Auction House may formulate bids on its own and / or accept mandates for the purchase of certain Lots by its customers; in this case, the auctioneer will bid and / or raise in the auction, based on the instructions received. In the case of offers of the same amount, the offer communicated by the auctioneer will prevail over that of the Offeror in the room, by phone or internet.

## 9. RESPONSIBILITY

The Auction House acts as an agent with representation of the Seller and is exempt from any liability with regard to the origin and description of the Lots in the catalogs, brochures and any other illustrative material, including electronic, photographic and digital material; these descriptions, as well as any other indication or illustration, must be considered purely indicative and not binding, and cannot generate any kind of trust in the Offerors and the Buyer. All the auctions are preceded by the exposition of the Lots, in order to allow a careful and thorough examination of the authenticity, the state of conservation, the origin, the type and the quality of the same, on which only the Bidders and the Buyer assume all risks and responsibilities, also for the effects referred to in art. 1488, c. 2, cc. After the award, neither the Auction House nor the Sellers can be held responsible for any defects in the Lots, relating to the state of conservation, the incorrect attribution, the authenticity, the origin, the weight or the lack of Lots quality. To this end, the Offerors and the Buyer expressly waive the guarantee pursuant to art. 1490 of the Italian Civil Code, freeing the auction house from any related liability; for the effect, neither the Auction House nor its staff will be able to issue any valid guarantee in this regard. In the event of participation in the auction by telephone and internet by the Bidders, the latter exempt the Auction House from any liability in the event of any technical or other problems that may not allow their full participation in the auction (for example, in the event of communication interruptions, line problems, unavailability - for any reason - of the Offerors) and assume any risk regarding the possible failure to award one or more Lots.

## 10. ESTIMATES

The estimates relating to the base price of each of the Lots, expressed in Euros, are indicated below the description of the Lots shown in the auction catalog and do not include the commissions and other charges due by the Buyer pursuant to these conditions of sale. These estimates may be subject to revision at any time, therefore the Lots may be offered at an auction base price different from that indicated in the catalog. Even the descriptions of the Lots in the catalog may be subject to revisions, which will eventually be communicated during the auction.

## 11. DELAYS

In the event that the Buyer does not pay the Total Price within the essential term of no. 5 (five) working days from the award, the Auction House will be able to resolve the award and / or sale of the corresponding Lots, pursuant to and for the purposes of art. 1456 of the Italian Civil Code. In this case, the Auction House will still be entitled to payment by the Buyer, as a penalty, of the amount equal to the sum of the Rights (i.e. 15% of the hammer price of each of the Lots awarded by the Buyer and unpaid) and 10% of the hammer price of each of the Lots awarded by the Buyer and unpaid, in addition to any greater damage, and may in any case retain any advances paid by the Buyer. Without prejudice to the above, until the eventual resolution, beyond the aforementioned term, the Lots awarded by the Buyer and not yet collected will be kept by the Auction House (at its warehouses or third parties), at the risk and expense of the Buyer, until the Buyer will not fully pay the amount due to the Auction House and collect the Lots.

## 12. WITHDRAWAL

Unless otherwise agreed between the parties, the Purchaser, after having paid the Total Price, will have to collect the Lots awarded at his own care, risk and expenses, within the same term provided for the payment. Once this deadline has elapsed unnecessarily, the Auction House will be exonerated from any liability in the event of damage or theft (total or partial) of the Lots, which occurred after the aforementioned term, renouncing the Buyer as of now for any right and action towards the House Auction; in addition, the Auction House may, at its own unquestionable choice and at the Buyer's expense, deposit the Lots awarded at its own or external warehouses. In this case the Buyer will pay the amount of 450 euros for the transfer of the vehicle and 25 euros per day for safekeeping and parking.

## 13. DECLARATION OF CULTURAL INTEREST, PRELATION AND EXPORT

Buyers will also be required, for the objects of the Lots subjected to the declaration of cultural interest procedure (so-called Notification) pursuant to articles 13 and following Legislative Decree no. 42/2004 in compliance with all the provisions of the Code of Cultural Heritage and any other applicable legislation also in customs, currency and tax matters. In any case, it remains understood that, in case of refusal of the export license, the sale will remain valid and binding, including the obligation to pay the

Total Price within the terms provided. It is the Purchaser's sole responsibility to verify any export restrictions on the awarded Lots or any licenses or certificates required by law (issued or to be issued), with the express exemption of any obligation and / or liability for the Auction House.

In case of exercise of the right of first refusal pursuant to art. 60 et seq., Legislative Decree no. 42/2004, or compulsory purchase pursuant to art. 70 of the same law, the Buyer cannot claim anything, for any reason, from the Auction House and / or from the Seller, if not the only restitution of the amounts possibly already paid due to the award of the Lots and at the time of payment by part of the Administration.

## 14. DISPUTES

In the event of disputes by the Purchaser about the counterfeiting or falsification or substantial non-evident defects of the awarded Lots (or parts of them), received by the Auction House within the essential term of n. 30 (thirty) days from the award date and deemed to be founded by the Auction House, the latter may, at its sole discretion, cancel the sale of the Lots in question, or reveal to the Successful Bidder that the name of the Seller requests it, communicating it to him. In any case, in the presence of disputes by the Buyer, the Auction House will still inform the Seller. The Buyer expressly exonerates the Auction House from any liability regarding the authenticity, defects and characteristics of the Lots and renounces any form of claim, in any capacity whatsoever, against the Auction House, and will direct any request (also compensation) directly and exclusively against the Seller. The right to withhold any sums paid by the Buyer, for any reason, before the dispute, in any way, remains firm and unaffected; these amounts may eventually be the subject of a compensation claim from the Buyer to the Seller.

## 15. THIRD PARTIES

In the event that the Auction House becomes aware of a possible claim or right of third parties inherent in the ownership or possession of one or more Lots, it may, in its sole discretion, withdraw these Lots from the sale and / or keep these Lots in custody, pending the necessary checks and / or the settlement of any nascent dispute.

## 16. ACCEPTANCE AND JURISDICTION

These conditions of sale are fully accepted, without reservation, by the Bidders, the Buyer and by how many others participate in the auction. These conditions of sale are governed by Italian law; however, all disputes arising from them will be referred exclusively to the jurisdiction of the Court of Rome.

**Casa d'Aste Babuino s.r.l.**  
Vendite all'asta per conto terzi  
Roma, Via dei Greci 2/a