

Bankruptcy Liquidation of MSF Engenharia, S.A.

By placing a bid on any lot in the above mentioned sale you are implicitly agreeing with the following

Specific Auction Terms and Conditions

End of auction:	29/07/2022, from 11:00 CEST
Inspection:	25/07/22, from 10:00 – 14:00 CEST - by appointment only –
Site address:	Sośnicowice, Poland- exact address on request -
Bidding time extension:	Bidding time for an item shall be extended automatically by 2 minutes, if a bid is made up to one minute before end of bidding time.
Contact person:	Pedro Carrico / +351 912 800 221 / pedro.carrico@surplex.com
Buyer's premium:	Buyers will be charged a commission on the respective highest bid. The amount may vary depending on the item and project. On the item details page you will find the respective buyer's commission.
Minimum Prices:	For some lots of the auction minimum prices have been set! Should the minimum prices not have been reached, the seller of these items will be informed about the highest bids after the end of the auction sale. He will then decide whether the lots will be sold for the prices realized. If the seller agrees to sell an item to the highest bidder despite of the fact that the reserve price was not met, the potential buyer will be informed of the decision within two days from the auction's end. The highest bidder shall remain bound by his bid, regardless of whether or not the contact has been established up to 48 hours after the end of the auction containing the item for which the bid was made. If a lot should not have met the minimum price yet, this is mentioned in the bidding box.
Payment:	The amount must be effected to the Surplex bank account by 03/08/2022 at the latest. Please note that cash payments can only be accepted up to an amount of EUR 2,000 and exclusively in the Surplex GmbH office in Düsseldorf. It is not possible to make a cash payment at the loading points. Full payment cashed on our bank account is precondition for collection!
Bank account:	Commerzbank AG, Bank Code 300 400 00, Account No.: 188024400, IBAN: DE9430040000188024400, BIC: COBADE33XXX
VAT EU states excluding PL and non-EU states:	Purchasers from EU countries without a valid VAT ID or tax number will receive an invoice with the Polish VAT applicable at the time of invoicing. No refund of the paid VAT will be possible in this case. Purchasers from EU countries with a valid VAT ID as well as purchasers from non-EU countries will be issued with an invoice with a deposit including a deposit equal to the Polish VAT applicable at the time of invoicing. This deposit will be refunded as soon as the documents proving successful export (delivery to a third country) or shipment (delivery within the EU) are submitted in full (within 3 months from the invoice date). The refund will be made within 10 working days of original document receipt to the bank account from which the original payment of the invoiced amount was made. If the documents are not available 3 months after invoicing the invoice will be newly issued with the valid VAT. The deposit already paid will be offset against the tax due.
VAT Poland:	Buyers from Poland have to pay Polish VAT to the auctioneer.
Information on deliveries in the EU:	The deposit will only be reimbursed if an officially confirmed VAT identification number registered in the VAT Information Exchange System (VIAS) is provided and after receipt of proper proof of shipment. 1) ORGANISED & COMMISSIONED BY SURPLEX: Collection by a haulage company or dispatch by a parcel service. After the purchase has been made, the buyer will receive a receipt from Surplex confirming receipt of the goods with signature and stamp. Surplex will then need this document (copy of the original) back. 2) ORGANISED & COMMISSIONED BY BUYER: 2.1 Collection by haulage company - transport as direct delivery The following must be available for a refund (copy of the original): Completed CMR consignment note by post 2.2 Collection by haulage company - transport in consolidated goods The following must be available for a refund (in the originals): - Transport invoice from the haulage company received by the buyer for transport of the goods - Payment receipt confirming that the transport invoice has been paid by the buyer - Receipt for the goods (signed & stamped) by post 2.3 Dispatch by a parcel service The following must be available for a refund (in the originals): - Parcel label AND complete consignment history AND delivery receipt from the parcel service - Transport invoice from the parcel service received by the buyer for transport of the goods - Payment receipt confirming that the transport invoice has been paid by the buyer - Receipt for the goods (signed & stamped) by post 3) SELF-COLLECTION WITH OWN CAR/LORRY (not by commissioned haulage companies or parcel services). The buyer comes in person for collection or sends an employee/authorised representative. The following must be available for a refund (copy of the original): Written confirmation of receipt by post
Origin & Preferences:	Please note that we cannot normally issue certificates of origin and preference documents, such as EUR-1, or declarations of origin on the invoice for the items in the auction, as the previous documents required by law are not available to us. The unauthorized issue and use of preference documents is considered tax evasion or of aiding and abetting tax evasion.
CE Certificate & EU Conformity:	Please note that not all items in this auction come with EU certificates of conformity and CE certificates. In exceptional cases, missing EU certificates of conformity or CE certificates may be requested for individual heavy machines. The costs incurred will be charged to the buyer.
Exclusion of warranty:	All assets are used and will be sold "as is, where is". No warranty or guarantee on any asset!
Customs declarations:	If the Surplex GmbH is the legal exporter as per customs law, all export declarations are to be issued in the name of Surplex GmbH. The issuance of export declarations in the name of Surplex GmbH is done by Surplex GmbH itself only or by an authorized representative which has to be nominated by Surplex itself. The issuance of export declarations in the name of Surplex GmbH by third parties without authorization of Surplex (e.g. customers freight forwarder) is prohibited.
Dismantling/Collection:	Unless otherwise stated, the buyer is responsible for the dismantling, packaging and collection of the purchased items. The collection of purchased items is only possible at the specified collection times. After the stated collection period has elapsed, demurrage of EUR 50.00 per day (plus VAT) will be charged. Collection supervision costs will also be payable.
Collection time:	By prior appointment only! Full payment cashed on our bank account is precondition! Please contact the person in charge mentioned above.
Collection address:	Sośnicowice, Poland – exact address on request -
More information:	1) The buyer is responsible for ensuring that any equipment purchased may be exported from Germany into the buyer's country. Should it not be possible to export the equipment purchased for any reason whatsoever, the buyer will still have to fulfill his obligations as per the purchase agreement entered into. 2) Surplex reserves the right to remove assets from this sale at any time. 3) Although every effort has been made to ensure that all information (technical details etc.) provided is from a reliable source, Surplex cannot be held responsible for the accuracy of this information. 4) Please note that the accessories mentioned in the manuals or machine cards do not have to be with the machines. 5) Dimensions and weights are estimated. 6) Please visit this page regularly, so you will be informed of any changes.