



## GRAND Selection of Construction Machinery - (Spain)

### By submitting a bid for this auction, you accept the following Specific Auction Terms and Conditions

<b>Range of application:</b>	<p>These terms and conditions apply to the auction with reference no. <b>4925</b>, run by Surplex Ibérica, S.L.U., based in 08172 - Sant Cugat del Valles, Av. Cerdanyola 79, 5º 9ª, Spanish VAT ID no. B67322172. Hereinafter 'Surplex Ibérica'.</p> <p>The mentioned auction will take place on the web platform operated by Surplex GmbH, based in Theodorstraße 105, 40472 Düsseldorf, VAT ID no. DE815025076. The participant has previously registered on this platform and expressly declares that they are participating in the auction without being a consumer and/or user – the participant again confirms this upon acceptance of these conditions for participation in the auction with reference no. 4925.</p>
<b>End of auction:</b>	<b>06/10/2022, from 15:00 CEST.</b>
<b>Inspection:</b>	03/10/2022 - 05/10/2022, from 9:00 to 18:00 CEST - by appointment -
<b>Inspection addresses:</b>	various locations, Spain - see item descriptions -
<b>Bid time extension:</b>	The auction period for an item automatically extends by two minutes if a bid is placed one minute before the end of the auction.
<b>Your contact partner:</b>	<b>Nancy Castañeda</b> / +34 936 393 895 / +34 623 190 751 / nancy.castaneda@surplex.com
<b>Buyer's premium:</b>	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.
<b>Billing:</b>	After the auction, Surplex Ibérica will issue an invoice to the successful bidder in their own name.
<b>Security deposit:</b>	<p>Participation in this auction is only possible after depositing a valid credit card. Your credit card will not be charged automatically. No amounts will be blocked after the card data has been deposited. Surplex will NOT charge your credit card during the normal purchase process which includes punctual and complete payment. After placing a winning bid on the auction, you will have the possibility to choose the payment method. In case of late or non-payment Surplex reserves the right to charge the unpaid amount in part or in full from the deposited credit card.</p> <p>In addition, Surplex reserves the right to require a deposit in order to participate in the auction.</p>
<b>Minimum prices:</b>	Minimum prices have been set for some items in this auction. If the bids do not reach this minimum amount, the seller will be informed of the highest bid. The seller decides whether or not to sell the items for the amount of the highest bid. If the seller accepts the sale at this price or makes a counter-offer, the highest bidder will be informed within a maximum of two days. Their bid is binding during this period. When items have not reached the minimum price, this information displays in the bid window.
<b>Payment conditions:</b>	<p>Payment to the bank account of Surplex Ibérica must take place by <b>11/10/2022</b>. The buyer may only collect the item after full payment has been made. Cash payments are not possible.</p> <p>For buyers from Egypt, payment by Letter of Credit (LC) is also made possible above a net goods value of 35,000 EUR. Amounts below 35,000 EUR must be paid by bank transfer. The buyer is responsible for a timely payment in due time, and will bear subsequent costs arising from the payment by Letter of Credit (LC). Prior acceptance and approval by Surplex is required for payment by Letter of Credit (LC).</p>
<b>Bank details:</b>	Deutsche Bank SA Account: 0019 006 65 94 0 1006 4290 IBAN: ES50 0019 006 65 94 0 1006 4290 BIC/SWIFT: DEUTESBBXXX
<b>Penalties:</b>	<p>If the successful bidder of the auctioned product does not fulfil their payment obligation within the set time limit, the product will not be awarded and Surplex Ibérica may award it to subsequent bidders and/or re-auction the product.</p> <p>Similarly, if the successful bidder does not make the payment within the set time limit, they must pay an amount equal to 20% of the added value of the goods as a contractual penalty. This penalty applies automatically and without prior request in accordance with the provisions of Article 1152ff of the Spanish Civil Code [Código Civil] (Royal Decree of 24 July 1889).</p> <p>In accordance with the provisions in the section 'Minimum prices', the bid is binding for a period of two days after the close of the auction. Even if the minimum price has not been reached, the bidder will be informed of this circumstance during this time if the seller accepts the bid. This automatically obliges the bidder to pay the bid amount. If the successful bidder does not meet their payment obligation on time, they must pay a contractual penalty of 20% of the bid amount accepted by the seller - even if the minimum price has not been reached - in accordance with the aforementioned articles of the Spanish Civil Code.</p>
<b>Spanish VAT:</b>	The transactions carried out at the auction are subject to value added tax (hereinafter 'VAT') and are not exempt from this tax. The applicable general tax rate applies (21%).
<b>VAT EU customers:</b>	Buyers resident in an EU member state and with a valid VAT ID number are exempt from VAT on intra-Community supplies of goods, provided all other conditions are met (they do not need to pay VAT). If they do not have a valid VAT ID for tax purposes, the general tax rate applicable in Spain (21%) will apply.
<b>VAT non-EU states:</b>	Buyers resident in non-EU countries must pay the applicable VAT until they can prove that the export has taken place. Upon presentation of the original copies of the customs export and transportation documents (both signed and stamped), Surplex Ibérica will correct the issued invoice by applying the exemption provided for in Article 21 of Law 37/1992 and reimburse the invoiced VAT.

**Information for collection within the EU:**

**1) Organised by Surplex: Collection by a shipping company or dispatch by a parcel service.**

The statutory VAT 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 the duly stamped original export documents.

The following must be available for reimbursement:

**Either:** CMR      **Or:** Confirmation of arrival

**2) Organised by buyers: Collection by a shipping company or dispatch by a parcel service.**

The statutory VAT 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 the duly stamped original export documents.

The following must be available for reimbursement:

**Either:** CMR AND transport invoice AND proof of payment for transport invoice

**Or:** Confirmation of arrival AND transport invoice AND proof of payment for transport invoice

**3) Self-collection with own car/truck (not by commissioned shipping companies or parcel services).**

According to the DVO, the sale of items to self-collectors is taxable. In the case of collection by the buyer, it will not be possible to refund the invoiced VAT.

**Export declaration:**

If Surplex Ibérica is the authorized exporter, all export declarations will be issued on behalf of Surplex Ibérica. Only Surplex Ibérica itself or a representative appointed by Surplex Ibérica will issue export declarations on behalf of Surplex Ibérica.

The issue of export declarations on behalf of Surplex Ibérica by third parties without the permission of Surplex Ibérica (e.g. the customer's haulage company) is prohibited.

**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.

**Disassembly:**

Unless otherwise stated, the buyer is responsible for disassembly, packaging and collection of the purchased items. Collection is possible only at the specified times. At the end of this period an amount of 50 Euro/day (plus VAT) will apply and you will be charged for the costs of supervising the collection.

**Collection:**

**14/10 to 31/10/2022**, from 9:00 - 18:00 (CEST) respectively. If there is a determined and obligatory dismantling resp. collection date applicable for an item, it is mentioned in the datafield "Description" and not negotiable. In case no determined date is mentioned there, the dismantling resp. collection date can be agreed with the Surplex person in charge after buyer's payment is completely received on Surplex bank account.

**Collection addresses:**

various locations, Spain - see item descriptions -

**Other conditions:**

- 1.) The buyer is responsible for bringing the purchased goods into the country of the buyer. If the import of the goods is not possible for any reason, the buyer is still liable for the performance of the contract.
- 2.) Surplex Ibérica reserves the right to withdraw any object at any time during the auction.
- 3.) Although all information comes from reliable sources, Surplex Ibérica cannot guarantee the accuracy of all information.
- 4.) Please note that not all optional parts listed in the machine manuals are included in the lot.
- 5.) Note: The given dimensions and weights are guidelines.
- 6.) We recommend that you visit the website regularly to be informed about changes.

**Purchase of vehicles:**

1. Surplex delivers the vehicles with Notice of Sale to the end buyer. In the event that the final buyer does not have a Spanish VAT number, an Export cancellation will be made.
- 2.) The buyer must take care of the corresponding registration and registration procedures in the country of destination if necessary.
- 3.) Vehicle inspection expenses have to be paid by the buyer.
- 4.) The buyer is responsible for passing the Vehicle inspection in order to be able to drive on Spanish roads.
- 5.) For the transport of a vehicle you need a suitable truck with ramp or platform. If a crane or further assistance is required, an additional fee will be charged for this service.
- 6.) The term "loaded on truck" is only valid for vehicles as shown in the pictures and a suitable transport truck is required for this operation. Any additional service to reduce the size for transport involves costs which have to be paid by the buyer before collection.
- 7.) The buyer is responsible for any penalty or fine received from the date of collection of the vehicle until the date of fulfilment of the official change of ownership by the Directorate-General for Traffic or the cancellation of the vehicle for export.

**Disclaimer:**

All items are used, and sold "as exposed" without any warranty or responsibility on the part of Surplex Ibérica or the owner.

In case that SURPLEX detects at any time, during the auction or after, but before the collection, that any machine or asset is not in the same conditions as when it was loaded on the platform at the beginning of the auction process, Surplex reserves the right to interrupt the auction at any time without any right to compensation for the bidders. Also, if at the moment of detection by SURPLEX, the successful bidder has already completed the payment, SURPLEX will return the full amount paid to the bidder who do not have any right to be compensated or indemnified.

**Applicable regulations:**

These special terms and conditions are subject to Spanish law. This includes in particular, to the extent applicable and without prejudice to any other future applicable regulations, the Spanish General Terms and Conditions Act, the Personal Data Protection Act, the Law on Retail Ordering and the Law on Information Society Services and Electronic Commerce.

**Place of jurisdiction:**

For the resolution of all questions that may arise from the interpretation, application and compliance with these special terms and conditions, the contracting parties waive any other jurisdiction and accept the authority of the courts in Barcelona.