

COURT OF MILAN  
JUDICIAL FACTOR 563/2023  
OFFICIAL RECEIVER MR PIETRO PAOLO RAMPINO  
BANKRUPTCY JUDGE MS CATERINA MACCHI

TENDER SPECIFICATIONS  
NOTICE OF SALE  
WITH ONLINE AUCTION

Mr Pietro Paolo Rampino, with offices in Milan (MI), Via G. Mameli 11, Official Receiver of Judicial Factor 563/2023 of the Court of Milan,

ANNOUNCES

that an online sale will be held on **9 September 2024 at 11.00 am** under the conditions described below on the portal [www.venditegiudiziarieitalia.it](http://www.venditegiudiziarieitalia.it), for the following item:

**LOT 1 - AUCTION 8435:** Sale of the business unit of a leading company specialised in the design, production, assembly and sale of weighing machines and packaging systems for food products, in particular grain. The business unit consists of:

Trademark "IMECO" registered on 22 July 2024

Additional intangible assets such as:

List of customers (about 650 customers) including company name, address, telephone, contact person and email from 2003 to 2023 together with the list of projects as coded by the Technical Department until 2023;

Historical records of all activities (machine sales, spare parts and services, purchasing and supplier contacts) since 2003;

Drawings in dwg format and electronic format readable by original software (e.g. SolidWorks, Autodesk Inventor, etc.) for all projects from 2003 onwards:

A. 2D and 3D construction drawings in electronic format

B. Wiring diagrams

C. Pneumatic diagrams.

Firmware and software required for the operation of Effegielle/IMECO equipment by customers, all in electronic format as implemented in customers' equipment and for all projects developed; Use and maintenance manuals in electronic format for all equipment sold from 2003 onwards, including list of individual components for parts subject to wear;

2 moulds for bag stitcher

**Reserve price: € 300,000.00**

**Minimum bid: € 225,000.00**

**Minimum bid increment € 25,000.00**

The Procedure offers interested parties the possibility of setting an appointment to remotely access a "sample demo" consisting of a remote session during which interested parties can take a sample view of the assets for sale. The request for access to the "sample demo" must be sent to the email addresses [fallimenti@osconsulting.it](mailto:fallimenti@osconsulting.it) and [info@horus.it](mailto:info@horus.it).

For details and information regarding the actual and legal status of the business unit for sale, see the appraisal report, disclaiming all liability for lack of information on the part of the parties concerned.

Method of submission of bids and security deposits

The sale will be carried out by means of an ONLINE SALE (possibility of receiving bids exclusively online pursuant to art. 24 of Italian Ministerial Decree 32/2015).

#### ONLINE BIDDING

1. Bids placed online must be received from the bidders **no later than 12 noon on 06/09/2024** by sending them to the PEC certified email address of the Ministry [offertapvp.dgsia@giustiziacert.it](mailto:offertapvp.dgsia@giustiziacert.it) using only the pre-filled form available on the ministry's portal at <http://venditepubbliche.giustizia.it>. The online bid is deemed to be filed when the complete receipt of successful delivery is generated by the Ministry of Justice's certified email operator.
2. The same bidder may only submit one bid per tender. After the first, any other bids shall be declared inadmissible. The first one is the one that arrived on a date and/or time earlier than all the others submitted by the same bidder according to the receipt generated.
3. In order to participate in online auctions, bidders must have a PEC certified email address and a digital signature or PEC certified email for online sales pursuant to Art. 12, paragraphs 4 and 5, of Italian Ministerial Decree 32/2015 and must first and mandatorily access the portal <http://portalevenditepubbliche.giustizia.it> and proceed as described in the "User Manual". The submitter of the online bid must submit the bid also specifying the details of the bank transfer (transaction identification code) with which it previously paid the security deposit equal to one tenth of the bid price, as well as the IBAN for the return thereof if the asset is not awarded.
4. The security deposit shall be made by bank transfer to the current account of Abilio S.p.A. (IBAN: IT65P0339512900052001112664), with the following reason: **number of the judicial factor, date set for the examination of the bids, lot number** if more than one lot is offered for sale, as well as an "invented name". The payment must be received in time to allow for the crediting of the deposit to the aforementioned account and the generation of the bank account transaction before the expiry of the deadline for submission of bids. The copy of the payment must be attached to the email containing the bid. Failure to complete the transfer to the account specified in due time shall render the bid null and void.
5. Before finalising the submission of the bid, the bidder must pay the digital stamp and then digitally sign the bid for the transmission of the complete and encrypted bid to the Ministry of Justice.

#### BID CONTENTS

1. The bid must contain the information specified in Art. 12 of Italian Ministerial Decree 32/2015:

a) if the bidder is a natural person: surname, name, place and date of birth, tax code (and a VAT number is required if the bid is made in the context of the exercise of a business or profession), residence and, if different, domicile, marital status, valid email address or telephone number (it will not be possible to register the bid in the name of a person other than the person signing the bid, although the possibility of submitting bids for a person to be named remains valid pursuant to art. 579, paragraph 3, of the Italian Code of Civil Procedure). If the bidder is married under a community of property regime, the details of the spouse must also be provided. If the bidder is a minor, the bid must be signed by the parents with the authorisation of the guardianship supervising judge;

b) if the bidder is a company, the company's name, registered office, tax code and name of its legal representative;

c) the judicial office where the proceedings are pending;

d) the year and docket number of the procedure;

e) the indication and description of the goods being bid on as well as the number or other identification of the lot;

f) an indication of the contact person for the procedure;

g) the date and time set for the start of the sale;

h) the price offered, which under penalty of nullity may not be lower than the reserve price specified in the notice of sale, together with the IBAN of the account debited for the security deposit to which the relative sum will be returned if the party is not successful pursuant to art. 12, lett. M, of Italian Ministerial Decree 32 of 2015;

i) a declaration that the bid is irrevocable;

l) an indication of the term for payment of the price, which shall in any case not exceed 120 days from the date of the award (in the absence of such term it shall be deemed to be 120 days);

m) the amount paid as security deposit in the amount of 10% of the price offered;

n) the date, time and CRO number of the bank transfer made for the payment of the security deposit as well as the IBAN code of the account from which the amount of the bank transfer referred to above was debited;

o) the PEC certified email address with the digitally signed bid or that of the PEC certified email for online sales used to submit the bid and to receive the communications envisaged in this notice;

p) the mobile telephone number where any communication required by this notice may be sent;

2. If the bidder resides outside the territory of the State and is not assigned a tax code, it must specify the tax code issued by the tax authority of the country of residence, or failing that a similar identification code such as a social security number or an identification code. In any case, the code of the assigning country must be prefixed in accordance with the technical rules of the ISO 3166-1 alpha-2 standard of the International Organization for Standardization.

3. The bid for the online sale is drawn up and encrypted in the form of an electronic document with no active elements by means of the software made available by the operator of the online sale [www.venditegiudiziarieitalia.it](http://www.venditegiudiziarieitalia.it), which will automatically provide the information necessary to complete the online bid.

4. When the bid is made by several persons, the power of attorney issued by the other bidders to the owner of the certified email address for the online sale must be attached to the bid. The power of attorney must be drawn up in the form of an authenticated public deed or private agreement and may also be attached in the form of an image.

5. Purchase bids may be accepted even if they are no more than a quarter lower than the auction reserve price.

6. The documents enclosed with the bid, in the form of an electronic document or electronic copy, even in the form of an image, will be encrypted by means of the software made available by the operator of the sale [www.venditegiudiziarieitalia.it](http://www.venditegiudiziarieitalia.it)

7. A bid is inadmissible if it is received after the deadline set forth in this notice of sale and if the bidder fails to provide the security deposit in the manner set forth in this notice (or if it is submitted by a bidder who has already submitted one in the same tender).

Once the digital envelope containing the bid has been submitted, it will no longer be possible to modify or delete the bid and its documentation, which will be definitively acquired by the portal and secretly stored thereby.

### **Online bidding procedure**

1. On the portal [www.venditegiudiziarieitalia.it](http://www.venditegiudiziarieitalia.it) there is a link to open the online bid form for submitting a bid and participating in the online sale.

2. The bid received is automatically deciphered no earlier than one hundred eighty and no later than one hundred twenty minutes prior to the time set for the commencement of the sale.

3. At least thirty minutes before the commencement of the sale, the manager of the sale [www.venditegiudiziarieitalia.it](http://www.venditegiudiziarieitalia.it): checks the bids submitted and the correctness and completeness of the information and documents requested; checks the actual crediting of the amount of the security deposit; consequently enables the bidders that have submitted valid bids for the auction that will be carried out via the portal [www.venditegiudiziarieitalia.it](http://www.venditegiudiziarieitalia.it)

4. In fact the admission of bidders to the sale on the portal [www.venditegiudiziarieitalia.it](http://www.venditegiudiziarieitalia.it) is subject to the fulfilment of the requirements for the identification of the applicant and for the bid including the payment of the security deposit, as indicated in this notice of sale.

5. At least thirty minutes before the start of the sale, the operator of the online sale [www.venditegiudiziarieitalia.it](http://www.venditegiudiziarieitalia.it) will send a message to the certified email address specified by the bidder that submitted the valid bid, such message containing the credentials for accessing the sale and an invitation to connect to it, and to log in with their credentials. A brief extract of this invitation is also sent by the operator by text message to the mobile telephone number specified by the bidder.

6. In the event of only one valid bid, the operator shall declare the award in favour of the sole bidder. In the event of several valid encrypted bids, an auction will be held between all bidders starting with the value of the highest bid as the starting price for the auction. If a higher bidder cannot be identified because all bids are of an equal amount, the asset shall be awarded to the bidder that first submitted a bid based on the digital timestamp. The award may be made to the sole bidder or the highest bidder or first bidder, even if off line.

7. The bidder will see "Auction starting" pending the start of the sale.

8. All users whose bids have been deemed valid may participate in the online auction.

9. The online auction shall take place at [www.venditegiudiziarieitalia.it](http://www.venditegiudiziarieitalia.it) on **09/09/2024 from 11 am** onwards and will last for two hours, unless further bids are submitted.
10. If several valid offers are submitted for the purchase of the same asset, an auction will be held starting from the highest bid. The minimum bid increment is a fixed amount of € 25,000.00.
11. The asset will be definitively awarded to the highest bidder.
12. In order to guarantee the maximum competitiveness and success of the Procedure, auctions are subject to the “Time Extension” rule, which means that if a potential buyer places a bid during the last 15 minutes, the end of the auction will be extended for a further 15 minutes, thus giving competitors the opportunity to bid. For this reason, it is not possible to set a specific closing time for the auctions.
13. If the auction cannot take place due to a lack of bidders, the operator will declare the award in favour of the highest bidder. If a higher bidder cannot be identified because all bids are of an equal amount, the asset shall be awarded to the bidder that first submitted a bid based on the digital timestamp. The award may be made to the sole bidder or the highest bidder or first bidder, even if off line.
14. The online auction will be declared closed when the maximum time limit has elapsed without any online bids higher than the last valid bid. The bidder with the last valid bid will be declared the successful bidder. While irrevocable, the bid does not in itself give the right to purchase.
15. The award will be final, and therefore no subsequent incremental bids will be taken into consideration, except as envisaged in Article 217, para. 1 of the Italian Code of Corporate Crisis and Insolvency. Upon the outcome of the auction, the online sale operator [www.venditegiudiziarieitalia.it](http://www.venditegiudiziarieitalia.it) shall send confirmation of the successful bid to the successful bidder.
16. The award shall be final once the price has been paid in full, without prejudice in any case to the provisions of Article 217, para. 1, of the Italian Code of Corporate Crisis and Insolvency.
17. Pursuant to Article 217, paragraph 1, of the Italian Code of Corporate Crisis and Insolvency, until the date of completion of the sale the Bankruptcy Judge may suspend the sale if serious and justified reasons exist, or, within ten days from the filing in the electronic folder of the documentation relating to the results of the procedure, prevent the completion of the sale itself if the price offered is significantly lower than the price deemed appropriate. If the price offered is lower than the reserve price by no more than one quarter, the bankruptcy judge may prevent the sale from being completed if there is concrete evidence showing that a new attempt would most likely allow obtaining a price that is at least equal to the price set.
18. In the case of an award by a person to be designated pursuant to section 579, paragraph 3, of the Italian Code of Civil Procedure, no later than three days after the sale the lawyer must declare the particulars of the person to whom the property is to be definitively registered.
19. If the payment term indicated in the offer is shorter than what is specified in the sale order, such term must be observed by the successful bidder for payment of the balance due under penalty of forfeiture.
20. Ownership of the property and the consequent burdens shall be in favour of and payable by the successful bidder from the effective date of the deed of transfer.

#### **Methods, terms of payment and transfer of ownership**

1. Payments – Payment of the auction price shall be made within a maximum term of 120 days from the date of the adjudication by bank transfer to Judicial Factor no. 563/22023, the bank details of which shall be communicated by the Official Receiver by registered letter.

Within the same terms and in the same manner, the amount due for tax charges must be paid. The amount will be communicated by the Official Receiver by PEC certified email, fax or registered letter. If the conditions are met, if the successful bidder intends to benefit from the facilitations envisaged for "first homes" or other facilitations envisaged by law, this must be declared at the time of the adjudication using the specific form provided by the Official Receiver at the time of the adjudication, sent by email to the address to be specified at the time of the adjudication.

Up to 10 (ten) days before the expiry of the maximum term referred to above (120 days), the successful bidder shall have the right (and at the same time shall be required – by notice sent to the Official Receiver by registered letter or PEC certified email – to pay the accrued interest on the remaining balance at the legal rate plus 2%) to extend the term of payment by a maximum of 60 days, upon payment of an additional deposit equal to 10% of the adjudication price.

Abilio S.p.A. orders that its commissions, equal to 7% of the auction price plus VAT, be paid by the successful bidder by means of a bank transfer in the name of abilio S.p.A., to the bank details that will be communicated at a later date, within 30 days from the communication of the final adjudication. The payment of the commissions is a necessary condition for the completion of the sale. In the event of the sale of assets falling under the obligations of due diligence dictated by anti-money laundering regulations, the payment of the fee of abilio S.p.A. must be made from a current account in the name of the successful bidder and held with an Italian credit institution.

2. Stipulation of the deed of sale - The stipulation of the deed of sale shall take place after full payment of the price and the amount due for taxes at the office of the notary Mr Mathias Bastrenta in Milan, Piazza Santa Maria delle Grazie 1, to the extent compatible with current regulations.

3. Breach of the successful bidder - In the event of non-payment or failure to conclude the deed of transfer of ownership within the terms due to the fault or negligence of the successful bidder, the latter shall be deemed to have forfeited the award, without prejudice to the right of abilio S.p.A. to request the payment of the commissions earned, and the Procedure shall be entitled to confiscate the security deposit as a penalty, and in the event of subsequent sale of the property at a lower price shall be required to pay the difference not collected as compensation for damages. In such case the Procedure may, at its sole discretion, call for a new procedure, or award the contract to the party that submitted the second highest bid with respect to the one made by the lapsed successful tenderer.

4. Information and declarations - The sale takes place in the actual and legal state in which the goods are found. The information provided herein is purely for informative purposes. Everything is described in more detail in the appraisal report signed by the professional appointed by the Court that must be consulted by the bidder and to which reference is expressly made. Moreover, the interested parties will be able to personally ascertain the appraisal report relating to the lots for sale by asking abilio S.p.A. to be able to directly see what is useful for the purposes of formulating their bid under their own responsibility, accessing the documents in the possession of abilio S.p.A. according to the procedures outlined in the attached regulations, performing inspections at the head offices of the company subject to the bid and collecting the necessary information at [www.venditegiudiziarieitalia.it](http://www.venditegiudiziarieitalia.it), so that the bids submitted are based on such assessments, releasing the Official Receiver and abilio S.p.A. from any liability in this regard.

5. Warranties - This sale is to be considered as a forced sale and is not subject to the rules concerning warranty for defects or lack of quality, nor can it be revoked for any reason whatsoever. The

existence of any defects, lack of quality or non-conformity of the goods sold, charges of any kind, even if hidden and in any case not detailed in the documents made available by the insolvency proceeding or deriving from the possible need to adapt the systems to the laws in force, shall not give rise to any compensation, indemnity or price reduction, having been taken into account in the valuation of the goods and having already applied a reduction in value, with the exclusion of any liability for any reason deriving from such activities towards the insolvency proceeding, its bodies and abilio S.p.A.

6. Notarial, ancillary and tax expenses - Notarial expenses shall be borne in equal measure by the procedure and the successful bidder, each paying half. Transcription and transfer fees shall be borne by the Procedure. Any VAT, other taxes (except those payable by the vendor by law), other tax charges and fees (e.g. 20-year report for buildings, registration of individual lots in the land registry, etc.) are to be paid in full by the successful bidder, and are to be settled prior to the signing of the deed of transfer of ownership, as well as the expenses for the acquisition of the energy certificate required by Italian Legislative Decree 192/2005 as amended by Italian Legislative Decree 311/2006 and subsequent amendments and additions.

7. Transfer of ownership - Ownership, possession and use of the asset, along with all associated rights and liabilities arising from the purchase (except as described in the asset's appraisal and technical data sheet), shall be transferred to the successful bidder as of the date of the notarial deed, which will be stipulated following the full payment of the adjudication price and of the aforesaid charges resulting from the sale, in the amount that will be communicated by the Official Receiver. Ownership of the property will therefore be transferred to the successful bidder by public notarial deed, insofar as compatible with the laws in force, following full payment of the price and the amount due for taxes, after the expiration of the term set forth in Article 217, paragraph 1, of the Code of Corporate Crisis and Insolvency.

8. Final provisions

It is incumbent on each participant in the auction to take a prior and accurate view of the assets put up for sale

as indicated in the documents made available to the Procedure.

The sale of individual assets is ordered when it is foreseeable that the sale of the entire business, its branches, assets or legal relationships identifiable en bloc would not allow for a maximum return, pursuant to Art. 214, paragraph 1, of the Code of Corporate Crisis and Insolvency.

The sale takes place on an "as is in fact and in law" basis. the successful bidder may not raise any objection to the goods purchased after adjudication. The sale is at a fixed price not based on area and therefore any differences in measurements shall not give rise to compensation, indemnity or reduction in price.

The security deposit paid for participation in the procedure will be returned to the unsuccessful participants. The security deposit will be returned to the unsuccessful bidder as soon as possible after the auction has been held. As part of the measure relating to the sale (settling programme or integration thereof, and subsequent request for authorisation of the deed in accordance with the settling programme, which must provide for an express request to that effect), the Official Receiver shall be authorised ahead of time to return the security deposits paid by the unsuccessful participants without the need for a further mandate of the Bankruptcy Judge. This authorisation must be presented to the bank and will be sufficient for the immediate execution of the return transfer. Within two business days from the adjudication of the asset, the Official Receiver shall provide the bankruptcy judge with a report

on the outcome of the sale and the execution of the refund transfers to the bank account details collected beforehand.

The bodies of the procedure reserve the right, at their sole discretion and without obligation to state reasons, to:

- Extend, even during the auction, the expiry date of the sales procedure;
- change the method of sale, i.e. in bulk or by individual lots;
- change the terms and/or methods of collection (including as a consequence of the state of the place where the goods are located);
- accept payments received after the term indicated herein, and in any case no later than 10 working days;
- be able to suspend or definitively terminate the award procedure at any time. Therefore, if the award cannot be made for any reason, no compensation or expense shall be awarded to the bidders by either the Procedure or Abilio S.p.A.

Announcements shall be made as per the instructions provided in the Milan Circular (10.4.2018).

Any additional information and/or clarifications on the contents of this Notice of Sale may be requested from Abilio S.p.A. or the Official Receiver.

Respectfully,

Milan, 19 July 2024

The Official Receiver  
Mr Pietro Paolo Rampino