



VENTE AUX ENCHÈRES EN LIGNE

Online Auction in France

SUITE À LA FERMETURE
D'UN SITE INDUSTRIEL
DE TÔLERIE-CHAUDRONNERIE
LIEU-DIT LA PETITE FOY
17260 JAZENNES

TÔLERIE CHAUDRONNERIE

SHEET METAL / BOILERMAKING

VENTE EN LIGNE/ONLINE AUCTION
WWW.DROUOTONLINE.COM
ENCHÈRES UNIQUEMENT SUR INTERNET



► Catalogue complet
disponible sur notre site internet

► Detailed catalogue
on our website

www.lutece-industrie.com

www.drouotonline.com

VENTE EN LIGNE

ENCHÈRES UNIQUEMENT SUR INTERNET

DATE D'OUVERTURE : LUNDI 22 JANVIER 2018 10:00 CET

DATE DE CLÔTURE : LUNDI 29 JANVIER 2018 14:00 CET

ONLINE AUCTION

AUCTIONS ONLY ON THE INTERNET

START DATE : MONDAY, JANUARY 22nd 2018 10:00 CET

CLOSING DATE : MONDAY, JANUARY 29th 2018 14:00 CET

Pour tout renseignement / For all request : Tél. : +33 (0)1 39 56 07 63

S.V.V. LANDES ENCHERES
Maître Nicolas DAUCHEZ
Commissaire-Priseur - Agrément 2002-397
76 cours du Maréchal Joffre - 40100 Dax
Tél. : +33 (0)5 58 90 96 20 - Fax: +33 (0)5 58 56 15 94

Assisté par : LUTÈCE INDUSTRIE
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60, rue de Castagnary - 75015 PARIS
Tél. : +33 (0)1 39 56 07 63 - English and Spanish : 33 (0)7 81 58 50 40
info@lutece-industrie.com

NOTICE FOR BUYERS

Online Auction is ruled by the General conditions of sale which are at the end of the catalogue, and, besides, by the following ones.

VIEWING ONLY BY APPOINTMENT

And

Thursday, January 18th 2018 from 11h00 a.m to 5h00 p.m

Lieu-Dit la Petite Foy
17260 JAZENNES

ONLINE AUCTION

Starting date: Monday, January 22th 2018 at 10.00 a.m CET

Closing date: Monday, January 29th 2018 at 2.00 p.m CET

S.V.V. LANDES ENCHERES
Maitre Nicolas DAUCHEZ
Commissaire-Priseur habilité – Agrément 2002-397
76 Cours Mérachal Joffre - 40100 DAX
Tel : +33 (0)5 58 90 96 01 Fax : +33 (0)5 58 56 15 94

Auctions are made net of tax. The purchaser will pay, in addition to price of adjudication a buyers premium of 20% as well as the VAT of 20 % on the total price.

As the auction sale will be held only on the internet, the buyers have to be registered on the website www.drouotonline.com. Registrations will be possible from January, 22th 2018 at 10h00 a.m.

For the buyers subjugated and identified in an EU state member, write their VAT ID. n° and produce the id. n° given by the administration of their own country.

CLEARANCE OF LOTS

Referring article 4 of the general conditions of sale, no clearance will be able without complete and certified payment.

Clearance on working days only appointment

From Tuesday, January 30th 2018
Lots must be removed no later Friday, February 9th 2018 at 17h00

PAYMENT / BANK DETAILS

EURL LANDES ENCHERES – Domiciliation DAX (00026)
RIB : 30004 00026 00010069986 65
IBAN FR76 3000 4000 2600 0100 6998 665 – BIC : BNPAFRPPBAY

The translation of the French catalogue is intended only for purpose of understanding: the genuine text in French language is the only one available for legal matter. The conditions of sale in French are detailed in the French catalogue.

GUARANTEE OF PAYMENT / BANKBÜRGSHAFT

We, the undersigned Bank / Wir, die unterzeichnete Bank

Address / Adresse

Phone:

Fax:

Guarantee the amount of Euros / Garantieren bis zum Betrag von Euros

Being the amount of the bid / die Kaufgeschäfte

By Mister or Miss

Company / Firma

Head Office

Commercial Registration n°

Holder at this bank of account n° / Inhaber des bei uns geführten Kontos

During the auction sale / bei der Versteigerung **VIVANBOIS**

For payment, Mister/Miss

from the company will establish a check that we guarantee with the above mentioned limits or the payment, with his first written demand on the same conditions, could be done to the account of the auction's office / Zum Zweck der Zahlung wird unser Kunde entweder einen Scheck ausstellen, den wir bis zur Höhe des oben genannten Betrages garantieren, oder wir werden eine Überweisung auf das Konto des Amtsträgers vornehmen, sobald dieser uns die Rechnung vorlegt.

S.V.V. LANDES ENCHERES

Maitre Nicolas DAUCHEZ

Commissaire-Priseur habilité – Agrément 2002-397

76 Cours Mérachal Joffre - 40100 DAX

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PAYMENT

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RIB : 30004 00026 00010069986 65

IBAN FR76 3000 4000 2600 0100 6998 665 – BIC : BNPAFRPPBAY

Done in / Ausgestellt in, on / am

Signature / Unterschrift

Commercial stamp / Stemp

N° Lot	Est	Description	Situation
1	35 000	BYSTRONIC folding press, type PR 1500 X 3100 MM, N° 05/430/021, 1500 kN, width 3100 mm, stroke 215 mm, speed of closure 200 mm/s, speed 1 to 10 mm/s, rear stops, numerical control type Modeva 10, year 2005 (No certificate of conformity)	Production
2	20 000	AMADA SHEAR, type GX 630, N° C021103, 197 KN, stroke 160 mm, width 3000 mm, année 2002, rear stops and sheet stacking system (No certificate of conformity)	Production
3	18 000	AMADA SHEAR, type GX 630, N° C91218, 197 KN, stroke 160 mm, width 3000 mm, année 1997 (No certificate of conformity)	Production
4	6 000	PERROT folding press, no apparent type, N° 4411883, year 1990, 500 KN, stroke 125 mm, length 2000 mm (No certificate of conformity)	Production
5	18 000	AMADA numerically controled punching machine, type ARCADE 212, 3 auto-index stations, N° 2120170, year 1996, 200 KN, stroke 2052 mm, max. width 1250 mm with soundproof booth (No certificate of conformity)	Production
6	4 000	RAINER punch, type P40/0T6CD, year 1989, 40T with tools and safety fences (No certificate of conformity)	Production
7	5 000	AMADA folding press, modèle IT, N° IT 025 12 T91269, year 1989, 250 KN, stroke 105 mm, width 1050 mm (No certificate of conformity)	Production
8	5 000	COLLY folding press, type 655, N° 43000/12/1405, year 1985, 650 KN, stroke 100 mm, width 2500 mm with light curtain (No certificate of conformity)	Production
9	1 500	AMADA sharpener, type TEG-160ES, N° IE-4630, year 1995 (No certificate of conformity)	Production
10	8 000	GRAVOGRAPH XP Extra Power printmaker, type IS8000XP, year 2007, plate 1300 mm X 720 mm, with metal enclosure 3000 mm X 2500 mm (No certificate of conformity)	Production
11	700	EISELE saw, type 450, year 1989, spindle speed 2000 rpm with input / output conveyor (No certificate of conformity)	Production
12	1 500	MI.VA saw, type 380A, N°18513, year 2001 with MACC numerical control (No certificate of conformity)	Production
13	2 500	ULTRA saw, type TR 370 SA, N° D4300228, year 2001 (No certificate of conformity)	Production
14	1 000	IBARMIA pillar drill, type A-50, N°042767, year 2004 (No certificate of conformity)	Production
15	800	ARO Spot welder, type MA 357 SC, N°0551122B011, year 2002, arm length 550 mm (No certificate of conformity)	Production
16	800	ARO Spot welder, type MA 55 C SC, N°0141122B0003, année 2001, welding power 136 KVA, arm length 550 mm (No certificate of conformity)	Production
17	500	ARO Spot welder, no apparent type with cooling system (No certificate of conformity)	Production
18	600	RSA deflashing machine, type RASAMAX DUO, N°R-DUO-2339, year 2003, rotation speed 1500/3000 Upm (No certificate of conformity)	Production
19	600	GERBER milling table, type DIMENSION 200x, plate width 1000 mm, length 1150 mm (No certificate of conformity)	Production
20	800	SINCOSALD welding station, type AUTOSKAT 303	Production
21	700	MIG300DS welding station, N°0490569	Production
22	500	SAF welding station, type Safmig 400BL	Production
23	500	SAF welding station, type Safmig 380BL	Production
24	500	SAF welding station, type Nertabloc 250	Production

N° Lot	Est	Description	Situation
25	300	SOYER dowel welding station, type BMS-8N	Production
26	300	SIFI dowel welding station, type PSG6	Production
27	300	CINCINNATI bench type drilling machine, type MT, N°11313, capacity 15 mm (No certificate of conformity)	Production
28	1 200	LUREM woodworking machine, type FORMER 310 Si, length 310 mm, max Ø rotation tool 180 mm, saw blade Ø 250 mm, bits max Ø 16 mm (No certificate of conformity)	Production

GENERAL CONDITIONS OF SALE

The auction is being conducted by the auctioneer who is licensed as an *opérateur de ventes volontaires* (the "Auctioneer") mentioned under the tab "Information on the Sale".

In such capacity, the Auctioneer is acting as an agent for the seller who is contracting with the buyer. The relationship between the Auctioneer and the buyer shall be governed by these general conditions of sale (the "GCS").

THE AUCTION AND AUCTION PROCEDURES

Article 1

The duration of the auction and the date and time it ends are indicated in the information provided for each item. All times indicated are Paris Time.

Anybody may bid on any item they wish during the auction, the progress of the bidding being established by the auction system.

Anybody who bids personally agrees, if they submit the winning bid, to pay the auction price immediately as well as the buyer's premium and the amount of VAT in force, which is currently set at 20%, upon the announcement of the winning bid.

The winning bidder shall be the person who has submitted the highest accepted bid by the end of the auction provided that such bid is equal to or greater than the reserve price.

In the event that the reserve price has not been met, the item will be withdrawn from the auction.

The winning bid will be announced by the Auctioneer in charge of the auction. It shall be evidenced by the sending of an e-mail to the winning bidder through the company Drouot SI, which is acting as a service provider for the Auctioneer.

The Auctioneer reserves the option of withdrawing all or a portion of the items offered for sale at any time up to the end of the auction.

In addition, a person bidding, if they so wish, may use the contact details for the Auctioneer which are available in the information for each item in order to transmit a purchase order to the Auctioneer, in accordance with the procedures that have been explained by such Auctioneer. In the absence of an acknowledgement of receipt for such a purchase order sent by the Auctioneer in question, the bidder will have no guarantee as to participation in the auction. Accordingly, in no circumstances may the Auctioneer be held liable to a bidder for a refusal to accept, an absence of a response to, or a late acceptance of such a purchase order.

Article 2

The lots are sold in the state that they are in at the time of sale, without any guarantee or right of appeal. The buyer is deemed competent and aware of the lot status. Any photos or advertising material are not contractual. The dimensions, quantities and qualities appearing in the catalogue are for information only, and are not guaranteed.

PAYMENT OF THE PRICE, FEES AND TAXES

Article 3

Sale price is net of tax. The buyer shall pay, in addition to the sale price, buyer's fees of 20%, as well as the VAT of 20% on the total price.

To be effective, the payment, shall be made either:

- in cash following the current regulations, maxi 1 000 €,
- by certified check or by check accompanied imperatively by a banker's guarantee (see model attached),
- by bank transfer (method of payment required for buyers outside France)

The buyers outside France must pay the amount of the French VAT (20%) as deposit. This amount will be refunded on receipt of the transport document for the buyers from EU, and on receipt of the export document for the buyers outside EU.

All bank fees are at the buyer's charge.

Article 4

In conformity with the provisions of Article L.121-8 of the French Consumer Code, sales by public auction are not covered by the right of retraction.

Article 5

In the absence of payment by the winning bidder, following a demand for payment, the item, at the request of the seller, may be resold by auction at *folle enchère* (i.e. without a reserve price) at the defaulting winning bidder expense, without prejudice to any damages it may owe. In the event that the seller does not submit such a request within three months of the announcement of the winning bid, the sale shall be automatically rescinded, without prejudice to any damages owed by the defaulting winning bidder.

In addition, the Auctioneer reserves the right to claim from the defaulting winning bidder the difference between the initial auction price for the object in question and the auction price obtained at auction at *folle enchère*, if such price is lower, as well as the costs incurred in the organisation of such new auction.

TRANSFER OF OWNERSHIP AND GUARANTEES

Article 6

Buyers are responsible for lots from the time they have been sold, but the transfer of ownership shall not be made until payment has been collected. As from the date of the sale, the seller shall not be held responsible for the partial or total disappearance of the lot sold or any damages which it may incur.

REMOVAL OF AUCTIONED LOTS

Article 7

Removal shall be made by the buyer within the period stated in the catalogue and/or at the time the lot was put up for sale. In the case where the buyer does not remove the lots within the time limit, the seller reserves the right to have them removed and stored at the expense of the buyer, without his engaging in any responsibility whatsoever as to the state or preservation of the lots in question.

Article 8

Unless stipulated otherwise, gas pipes, water or steam lines as well as electric wires or any other joining to the adjudicated batch must be disconnected at the first connection, switch, valve or indication mark set by the seller onto the lines. Unless otherwise stated in the sale catalog, the successful tenderer will not have any proprietary right to the underground pipelines, elements incorporated into the masonry units or electric wires between transformers and the machines control panel.

Article 9

The purchaser is liable for damage caused to others or to the property of others. In case of necessity to dismantle part of the factory structure to remove one or more adjudicated batches, the purchaser will be able to start the disassembling only after the agreement of the O.V.V. and under the terms and conditions outlined in this agreement. A deposit related to the damage that may be caused to the building and its facilities will be asked the buyer. If such damage appeared, the deposit will be payable as a compensation for the damage repairs. If the deposit is insufficient to cover the damage caused onto the building, all the restoration costs will be assumed by the purchaser. In the absence of damage, the deposit is refunded to the buyer.

RESTRICTIONS CONCERNING THE SALE OF CERTAIN EQUIPMENTS

Article 10

Equipment are generally sold in conformity with technical specifications and according to French legal safety standards. This conformity is attested either by a seal of conformity (put into service after 01/15/81) or a CE seal (put into service after 01/15/93) and the certificate of compliance.

Article 11

If a lot does not conform to technical specifications or to French legal safety standards, this is stated in the catalogue description or during the auction.

Article 12

Non-compliant machinery is sold as unsuitable for production and the mention "non-compliant equipment" will be mentioned in the catalog so that the purchaser can see the condition of the machine before the auction and this mention will also appear on the invoice. They will therefore be sold as is and the purchaser must sign a certificate of machinery and production elements non-conformity before the payment of the invoice. The assignment will therefore be conditional on the tenderer signing a written commitment recalling that he is informed of the absence of a certificate of conformity and that he recognizes that the equipment cannot be used for its usual purpose.

Consequently, the purchaser undertakes formally not to use the equipment until he has the aforementioned certificate of conformity and recognizes that in the current state this equipment can only be used for destruction or disassembly.

OTHER CLAUSES

Article 13

The provisions of these GCS shall be deemed to be independent from each other. In consequence, if one or more of the provisions of these GCS are held to be invalid or declared to be so pursuant to a legal or regulatory provision or following a definitive court decision, the other provisions shall remain in full force and effect.

Article 14

In conformity with the law, it is specified that any liability proceedings commenced in connection with a voluntary sale of items of personal property by public auction are subject to a statute of limitations of five years running from the announcement of the winning bid. These GCS shall be governed by French law. Any dispute with respect to their existence, validity, enforceability or performance shall be submitted to the courts of Paris.

Article 15

These conditions are deemed to be known and accepted without reservation by the buyer. Only the general conditions of sale written in the French language govern the sale; all translations are only indicative.

* * *

Ce dépliant photos ne présente qu'un échantillon des matériels proposés à la vente.

**POUR PLUS DE DÉTAILS,
VEUILLEZ TÉLÉCHARGER
LE CATALOGUE SUR NOTRE SITE**
www.lutece-industrie.com

This photo flyer only contains a survey of the objects to be auctioned.

**FOR MORE DETAILED INFORMATION,
PLEASE DOWNLOAD
THE CATALOGUE ON OUR WEBSITE**
www.lutece-industrie.com

VISITES

Lieu-dit la Petite Foy
17260 JAZENNES

**Uniquement
sur rendez-vous
auprès de
Lutèce Industrie
et**

Jeudi 18 Janvier 2018
de 11h00 à 17h00



VIEWING

Lieu-dit la Petite Foy
17260 JAZENNES

**Only by
appointment
from
Lutèce Industrie
and**

Thursday, January 18th 2018
from 11h00 a.m to 5h00 p.m

CONDITIONS DE VENTE : Les conditions générales de vente sont précisées au catalogue, notamment en ce qui concerne les restrictions sur la vente des matériels non conformes aux dispositions techniques ainsi qu'aux normes de sécurité légales ou réglementaires françaises. Les lots concernés sont repérés par un astérisque dans le catalogue de vente. Le paiement des lots s'effectue au comptant majoré du montant des frais 20% HT.

Paiement/ Bank details			
BAN PARIBAS - EURL LANDES ENCHERES			
Code Banque	Code guichet	N° de compte	Clé RIB
30004	00026	00010069986	65
IBAN	FR76 3000 4000 2600 0100 6998 665		
BIC	BNPAFRPPBAY		



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