

Terms and Conditions of the Gruppo Brandini Marketplace

Platform Terms of Use

Gruppo Brandini shall not be held liable, whether for fault, negligence, breach of contract or on any other grounds, if the sale and purchase of a vehicle is not completed, or is completed on terms other than those agreed between the parties, as a result of malfunctions of the technological platform, service interruptions, connection issues, technical errors, temporary system unavailability or any other causes not directly attributable to Gruppo Brandini.

Sales Conditions

1. The bid increase values and award values shown on the platform shall be deemed to include all applicable taxes, including VAT where due.
2. Gruppo Brandini undertakes to sell, and the purchaser undertakes to purchase, where interested, the vehicles in the factual and legal condition in which they are at the time they are listed for online sale, without any warranties other than those expressly provided for in these terms and conditions.
3. Any complaints, objections or claims relating to the purchased vehicle shall be admitted only where the purchaser has purchased, together with the vehicle, the service known as “Diritto di Reso”, and solely within the limits, terms and conditions provided for by that service.
4. The purchaser declares that, before submitting the offer, it had the opportunity to review the information, images, description sheet and other available elements relating to the vehicle.
5. The purchaser undertakes to indemnify and hold Gruppo Brandini harmless from and against any cost, expense, claim, liability, damage, loss or charge, whether direct or indirect, in any way connected with an incorrect, incomplete or insufficient assessment of the purchased vehicle.
6. Except as may be provided under the “Diritto di Reso”, the purchaser hereby waives the right to raise objections, disputes, claims or demands against Gruppo Brandini in relation to defects, faults, non-conformities, conditions of use, maintenance condition or any unsuitability for use of the purchased vehicle.
7. Gruppo Brandini reserves the right, at its sole discretion, to proceed or not proceed with the award of the vehicle, regardless of the outcome of the auction, the number of offers received or the achievement of any specific offer values.
8. By submitting an offer, the purchaser assumes an irrevocable commitment to purchase the vehicle, irrespective of whether the reserve price has been reached, without prejudice to Gruppo Brandini’s right to confirm or not confirm the award.
9. Gruppo Brandini reserves the right to exclude from future auctions any purchasers who are in default, who fail to follow through on offers submitted, who fail to make payment within the prescribed terms or who fail to assume responsibility for the commitments arising from such offers.
10. Any disputes relating to the sale and purchase shall first be subject to an attempt at amicable settlement between the parties, without prejudice to the right of either party to refer the matter to the competent judicial authority in accordance with the applicable law.

11. Gruppo Brandini informs the purchaser that vehicle appraisals do not involve complete dismantling of the vehicles and are based on visual, functional and documentary checks that can be performed in the condition in which the vehicle is at the time of appraisal.
12. Any mechanical damage, hidden defects, anomalies not immediately detectable or further issues may emerge only upon subsequent dismantling, in-depth technical inspection or use of the vehicle by the purchaser. The purchaser must therefore submit its offer taking into account the inherent limits of the appraisal.
13. Post-purchase complaints relating to damage, defects, anomalies or non-conformities of the vehicle shall be assessed exclusively in the cases and within the limits provided for by the “Diritto di Reso”, where purchased together with the vehicle.
14. The purchaser undertakes to pay for the awarded vehicles within 3 business days from the sending of the award notice. In the event of failure to pay within that term, Gruppo Brandini may revoke the award, without prejudice to any further rights or remedies provided for by law or by these terms and conditions.
15. The purchaser undertakes to collect the vehicle from the depot indicated in the vehicle sheet within 7 business days from the award date.
16. From the eighth business day following the award date, a penalty of EUR 25.00, including VAT, shall apply for each day the vehicle remains at the depot. In the event of further failure to collect the vehicle, Gruppo Brandini may cancel the sale and block the purchaser's account.
17. The sale of the vehicles shall be deemed to be made ex depot, as indicated in the vehicle sheet. Transport of the vehicle from the indicated depot shall remain entirely at the purchaser's responsibility, care, risk and expense.
18. The transfer of ownership shall be borne by the purchaser. The amount due for the transfer of ownership, including temporary registration transfer and update of the registration certificate, shall be EUR 150.00 including VAT, unless otherwise communicated by Gruppo Brandini.
19. At the time of the first purchase, the purchaser shall provide the following documentation: an up-to-date company registration certificate issued no more than 6 months earlier, or a self-certified copy thereof; a fully legible copy of a valid identity document and tax code of the legal representative; the joint self-certification and declaration of intended use of the vehicle, form TT2120; and the privacy form duly completed and signed.
20. The sales invoice shall be issued for the agreed amount only after the full amount due has been actually credited to Gruppo Brandini's bank account.
21. The authorisation to collect the vehicle shall be sent to the purchaser only after receipt of the required documentation and verification of the purchaser's administrative and accounting regularity.
22. The transfer of ownership, including the update of the registration certificate, shall be carried out after payment has been made and within 5 business days from the date of complete receipt of the required documentation. The vehicle documentation shall be sent by express courier.