

General Information about the Auction

COURT OF VENICE

JUDICIAL LIQUIDATION No. 21/2025

Supervising Judge: Dr. Carlo Azzolini – **Trustee:** Dr. Marco Bolognesi

The auction house **ASTE 33 S.r.l.** hereby announces that, within the above-mentioned proceedings, a sale by **online competitive bidding** will be held and will be accessible via the website www.aste33.com. The auction will **open on FRIDAY, 24 OCTOBER 2025 at 10:00 a.m.** and **close on THURSDAY, 30 OCTOBER 2025 at 10:00 a.m.**

ASTE 33 S.r.l. has been entrusted with the sale of the assets listed below as a specialist in the management of simplified competitive sale procedures pursuant to **Art. 216, paragraph 2, of the Italian Code of Business Crisis and Insolvency (Legislative Decree No. 14 of 12 January 2019)**.



Lot No. 1 – ASSIGNMENT OF “SMANIA” TRADEMARKS, INTERNET DOMAIN

<https://www.smania.it/> AND @smania.it EMAIL

€ 72,000.00 equal to the offer received (Minimum bid increment: **€ 1,000.00**)

Lot description:

- National and international **“SMANIA” trademarks**, as listed in the table below;

Trademark	Country/Type	Registration No.	Filing Date	Registration Date	Expiry Date	Classes
	IT	362020000198384	17/11/2020	28/01/2021	19/05/2030	11, 18, 20, 21, 27
	INT	1053464	21/06/2010	18/12/2020	21/06/2030	11, 18, 20, 21, 27
	EU	9171943	14/06/2010	10/12/2020	14/06/2030	11, 18, 20, 21, 27
	UK	UK0099171943	14/06/2010	10/12/2020	14/06/2030	11, 18, 20, 21, 27
	IN	1982823	21/06/2010	26/07/2021	30/06/2031	20
SMANIA	INT	904905	01/06/2006		01/06/2026	16, 19, 20, 21
SMANIA	IT	362016000097872	10/03/2006	29/09/2016	10/03/2026	16, 19, 20, 21
SMANIA	RU	337247	27/04/2006		27/04/2026	20, 35

SMANIA	CN	3846841	16/12/2003	14/04/2016	13/04/2026	20
SMANIA	IN	1897069	17/12/2009	21/06/2021	29/12/2029	20
SMANIA CASA	RU	345145	27/04/2006		27/04/2026	20, 35
SMANIA CLASSIC	EU	8871006	09/02/2010	07/08/2020	09/02/2030	11, 20, 21, 27
SMANIA CLASSIC	UK	UK00908871006	09/02/2010	07/08/2020	09/02/2030	11, 20, 21, 27

- Assignment of the **INTERNET DOMAIN** <https://www.smania.it/> and **@smania.it** e-mail service.

GENERAL TERMS AND CONDITIONS FOR PARTICIPATION IN THE ONLINE AUCTION HELD WITHIN INSOLVENCY PROCEEDINGS

1. GENERAL PROVISIONS

The lots of goods or the individual asset described above are offered for sale by **online auction**, accessible exclusively through the website www.aste33.com (the “**Portal**”), designed and operated by Aste 33 S.r.l., which owns it.

Participation in the sale implies full acceptance of the **Notice of Online Auction** (the “**Sale Notice**”) and, therefore, of these **General Terms and Conditions for Participation in the Online Auction Held within Insolvency Proceedings** (which form an integral part of said notice), without prejudice to any statutory provisions governing sales within insolvency proceedings.

The bidder further declares to have reviewed the **valuation report** relating to the assets offered for sale (the “**Valuation Report**”)—where published—and to have carefully examined its contents.

Any person of legal age may participate in the sale, except for those who are, by law, prohibited from taking part in sales ordered within the above-mentioned insolvency proceedings.

No brokerage or commissions of any kind are due to third parties. The online auctions are announced on the Portal, where—besides the date and time of the auction and a brief description of the asset(s) offered— the Sale Notice and any attachments are published.

In the event of technical issues relating to the operation of the Portal and/or upon request of the bodies of the insolvency proceedings, **Aste 33 S.r.l.** reserves the right to cancel, suspend, extend, or interrupt the online auction. In such cases, Aste 33 S.r.l. assumes no liability whatsoever towards the participants in the auction, on any grounds.

2. REGISTRATION ON THE PORTAL [HTTPS://WWW.ASTE33.COM](https://www.aste33.com) AND PAYMENT OF THE SECURITY DEPOSIT

Anyone wishing to participate in the bidding and submit irrevocable purchase offer(s) must first register on the Portal using the dedicated function (unless already registered). Upon registration, the user must indicate their profile (individual, legal entity, other collective entity, etc.), provide an email address or PEC (certified email), and choose a password, uploading to the site: (a) a valid identity document (for individuals) or an up-to-date chamber of commerce extract issued no earlier than thirty days prior to registration, together with the identity document of the legal representative. After registration, the user must log in and pay a **security deposit equal to 10% of the starting price** indicated on the summary sheet relating to the auction or in the Sale Notice, via PayPal, credit card (with bank fees charged to the bidder, plus a fixed amount of €0.35), or bank transfer.

Bank transfers may be made to the following account: **BENEFICIARY:** Aste 33 S.r.l. – **IBAN:** IT 72 L 02008 12012 000105186491 – **SWIFT/BIC:** UNCRITM1A12. The payment reference must indicate: (i) the number of the relevant insolvency proceedings and/or the order number generated by the system, (ii) the lot/asset of interest, and (iii) the competent Court, as well as any additional information expressly requested.

Authorization to participate in the online auction will be granted only after the actual crediting of the security deposit has been verified.

The user is responsible for the accuracy of the data entered upon registration and is likewise directly responsible for all acts performed on the Portal using their credentials. Aste 33 S.r.l. and the insolvency proceedings are expressly exempt from any liability for any unauthorized use of such credentials by third parties.

When using the Portal and all its functions, the user undertakes to comply with these terms and to refrain from any improper and/or unlawful conduct, particularly in relation to participation in online auctions.

Aste 33 S.r.l. reserves the right, at its discretion, to refuse or revoke the user's registration if the user has violated the rules of use of the Portal described herein. The data provided upon registration will be used by Aste 33 S.r.l. in reports on the outcome of auctions and for invoicing. Any request made by the user after the award regarding changes will not be accepted.

Participation in the online bidding may also be carried out by a person other than the bidder/registered user, provided they hold the necessary powers pursuant to a **special notarial power of attorney**.

3. TERMS OF ASSIGNMENT OF THE TRADEMARKS, INTERNET DOMAIN, AND EMAIL

The participant acknowledges and accepts that the assets are offered **as is**, with **no warranty whatsoever**. The assignment of the trademarks, internet domain, and e-mail service must be considered **forced**, as it is carried out within insolvency proceedings; it is **not subject to** the rules on warranty for defects or lack of quality and **may not be rescinded** for any reason.

The sale is **in gross and not by measure**, and the insolvency proceedings shall be exempt from any challenge regarding the extent/consistency of the assets assigned. **No warranty** is provided for defects, whether apparent or hidden, even if not highlighted in the valuation report, for lack of quality, non-conformity of the asset sold, or any encumbrances of any nature to be borne by the successful bidder, even if not indicated in the report; the successful bidder shall have **no right** to any compensation, indemnity, or price reduction.

Each participant shall declare that the offer is made with full and direct knowledge of every aspect of the trademarks, thereby **waiving any and all warranties** in relation to their purchase, including, by way of example and without limitation, warranties relating to the existence, suitability, subsistence and validity of the trademarks, their registration and protection, the extent and/or quality of said assets, and, more generally, any warranty whatsoever, including **aliud pro alio**, against the proceedings—except in the event of willful misconduct by the trustee. The bidder waives any defense, which may be raised only after full payment of the price. In the event of defects, lack of quality, non-conformity, or otherwise, the buyer may not claim from the proceedings, Aste 33 S.r.l., or the Trustee any damages, refund (even partial) of the price paid, and/or reimbursement of any expenses incurred or to be incurred.

The trademarks are offered for sale **in the factual and legal condition** in which they are found at the time of sale.

All **charges, registrations, transfers, expenses** (including notarial fees, if required), and **taxes** due by law on the sale shall be **entirely borne by the successful bidder**. The **starting price** for offers for each asset or lot and the description indicated above are those set out in the valuation report or authorized by the Supervising Judge or the Trustee.

4. INSPECTION OF THE ASSETS OFFERED FOR SALE

Access to documentation is granted upon a specific written request to **Aste 33 S.r.l.** by e-mail at **info@aste33.com**, or through the **Trustee of the Judicial Liquidation, Dr. Marco Bolognesi** (tel. +39 041 0986028).

Access to the documentation is free of charge and always prior to the auction, upon written request to Aste 33 S.r.l. via the Portal www.aste33.com (on the asset page there is a dedicated **"Book a Visit"** form) or by email (to **info@aste33.com**). The request **must** be accompanied by a valid identity document of the person who will inspect the documents; otherwise, it will not be processed.

5. ONLINE AUCTION PROCEDURE

The **opening and closing date and time** of the online auction for the lot/asset offered for sale are published on the Portal (for the first auction, these terms are also stated in this Sale Notice).

In the same section of the Portal, in addition to the starting price, the **minimum bid increment** is specified.

From the opening of the auction and throughout its duration, each participant may submit their **irrevocable purchase offer** exclusively in the manner specified on the Portal. An offer loses effect when it is outbid by a subsequent higher offer, provided it is at least equal to the previous offer plus the minimum bid increment (higher increments are allowed at the bidder's discretion).

When an offer or the last increment is outbid, the participant receives an e-mail and an **on-screen alert** on the device used to access the Portal (it being understood that late or failed receipt of the alert and/or e-mail, for any technical reason, does not affect the regular conduct of the auction).

A participant whose offer has been outbid and consequently has lost effect may request the **release of the security deposit**; alternatively, they may keep the deposit and submit a further higher bid before the end of the auction.

If the last offer is placed within the **final 3 (three) minutes** of the auction, the auction duration will be **automatically extended**, each time, by an additional **3 (three) minutes**.

6. AWARD

The lot or asset offered for sale will be **provisionally awarded** to the participant who has offered the **highest price** at the end of the auction.

The successful bidder must pay the **full hammer price** for the trademarks, internet domain, and email service, to the **Judicial Liquidation proceedings**, in a **single payment within 20 (twenty) days** from the final award.

The sale is subject to **VAT and/or registration tax**. All taxes required by applicable tax laws and all expenses, including notarial fees (if required), for formalization of the transfer

shall be borne **exclusively by the successful bidder**, who shall also bear all costs relating to formalities necessary to register title to all assets.

The successful bidder shall pay **Aste 33 S.r.l. a buyer's premium equal to 5% of the hammer price**, plus **22% VAT** on the premium, **within 24 hours** of the award. The award—even if provisional—shall lapse if the successful bidder fails to pay the full price (and any ancillary charges of any nature as calculated and notified to the successful bidder) within the above time limit, subject to different instructions from the bodies of the insolvency proceedings. In the event of **non-payment**, the proceedings that ordered the sale shall be entitled to **retain the security deposit** and may **re-offer** the lot/asset for sale.

No higher bids are admitted after the first award; once the full price has been paid, the award shall be considered **final**.

Foreign companies wishing to participate in the auction, in the event of award of the lot(s), must also submit to Aste 33 S.r.l. a **chamber of commerce extract translated into Italian**.

7. RETURN OF THE SECURITY DEPOSIT

The return of the security deposit to participants who are not awarded the lot(s) will take place as follows (no interest will accrue):

- if paid by **credit card**, the amount will be restored within **three (3) business days** after the end of the auction (a fixed fee of **€0.77** will be charged to the bidder);
- if paid by **bank transfer**, Aste 33 S.r.l. will return the deposit within **three (3) business days** after the end of the auction (a fixed fee of **€1.50** will be charged to the bidder).

8. LIABILITY

Aste 33 S.r.l. shall not be liable for damages of any kind (including loss of profit, legal fees, or any other expenses, including VAT or equivalent taxes) that the user may suffer due to: (i) failure to comply with or understand these **General Terms and Conditions** and the **Sale Notice**; (ii) improper or unlawful use of the Portal by the user or violations of law committed through the Portal; (iii) unlawful use of the Portal by third parties and/or the spread of viruses by third parties via the Portal.

Aste 33 S.r.l. further disclaims any liability for any **discrepancy** between the descriptions, photographs, and details of the assets/lots published on the Portal and the actual characteristics of the assets offered for sale, and shall not be liable for any damages suffered by the user in such cases.

Aste 33 S.r.l. is not responsible for malfunctions related to the use of the Portal and/or the user's inability to access it for reasons not attributable to Aste 33 S.r.l. and/or due to force majeure.

9. SPECIAL VAT PROVISIONS

Successful bidders **established outside the EU** who avail themselves of **VAT exemption** undertake to **export the goods within 90 (ninety) days** from the invoice date and to promptly provide Aste 33 S.r.l. (and/or the Trustee of the insolvency proceedings) with proof of export.

Aste 33 S.r.l. and the Trustee may in any case require payment of VAT by non-EU successful bidders, undertaking to refund the amount only after receipt of suitable documentation proving export outside the EU within the above term. If such documentation is not provided, VAT will be withheld and paid in accordance with the law.

Aste 33 S.r.l. will automatically issue payment notices including VAT. Those intending to use the **exemption regime for habitual exporters**—both for the consideration due to the proceedings and for the buyer's premium due to Aste 33 S.r.l.—must **send in advance** the **declaration of intent** and the related **receipt of filing** issued by the Italian Revenue Agency.

Upon receipt of such documentation at least **2 (two) days** prior to registration for the auction, Aste 33 S.r.l. will verify that the declaration of intent has been filed for the current tax period and will then issue **new payment notices** replacing the previous ones, **with VAT exemption**.

Foreign companies wishing to participate in the auction, in the event of award of the lot(s), must also submit to Aste 33 S.r.l. a **chamber of commerce extract translated into Italian**.

10. PRIVACY NOTICE – PURSUANT TO LEGISLATIVE DECREE No. 196/2003 (PRIVACY CODE)

By registering on the Portal, the user authorizes Aste 33 S.r.l. to process personal data in compliance with **Legislative Decree 196/2003** and in accordance with the **Privacy Policy** always available on the Portal at the following link: <https://www.aste33.com/privacy-policy/>.

The user also guarantees the accuracy and completeness of the personal data provided at the time of registration and undertakes to inform Aste 33 S.r.l. of any subsequent changes.

11. GOVERNING LAW AND JURISDICTION

The auction governed by these **General Terms and Conditions** and by the **Sale Notice**, as well as any relationship between the user and Aste 33 S.r.l. arising from the use of the Portal, shall be governed by **Italian law**.

Any dispute concerning the application of these **General Terms and Conditions** shall fall under the jurisdiction of the **Court of Treviso**, without prejudice to any different mandatory jurisdiction established by law.

Aste 33 S.r.l.