

TERMS AND CONDITIONS OF AUCTION AND SALE FOR AUCTIONS ORGANISED BY NETBID NL B.V.

1. Definition of terms

Taxes:	turnover tax or other taxes payable on the Purchase Price and the Commission;
Bidder or Bidders:	those who registered on the Platform to participate in an Auction and/or to take part in a Trading;
Special Terms and Conditions:	specific terms and conditions that are declared applicable by the Auctioneer to an Auction and/or Trading and that are available on the Platform;
Combination Lot:	combination of Lots under one auction number;
Bid:	the amount offered by a Bidder for a Lot or Combination Lot at an Auction;
Assignment:	the notice from the Auctioneer that a Lot or Combination Lot is assigned to a Bidder;
Purchaser:	the Bidder who was awarded the Assignment;
Purchase Price:	the Bid from the Bidder who was awarded the Assignment;
Purchase Agreement:	the purchase agreement between a Vendor on the one hand and a Purchaser on the other;
NetBid AG:	NetBid Industrie-Auktionen AG;
Lot:	an item or a number of items that are auctioned in the context of an Auction or for which a Trading Bid may be issued in the context of a Trading;
Notary:	the notary, listed on the Platform, who carries out notarial supervision of an Auction;
Platform:	the auction platform on the website www.netbid.com ;
Platform Manager:	NetBid Industrie-Auktionen AG, the manager of the Platform;
Commission:	a fee payable by the Purchaser to the Auctioneer in the context of an Auction or Trading equal to 16% of the Purchase Price, on the understanding that an Auctioneer may quote different percentages and fees for an Auction or Trading on the Platform the Auctioneer would be entitled to from a Purchaser in such a situation;
Registration:	the registration to be able to issue a Bid and/or Trading Bid as Bidder, which registration takes place by completing the registration procedure set out on the Platform;
Trading:	a type of sale where a Bidder is given the opportunity to issue a Trading Bid on a Lot or Combination Lot, if an Auction did not achieve the reserve price, whereby the Auctioneer may end the period for issuing a Trading Bid at any time;
Trading Bid:	the amount offered by a Bidder for a Lot or Combination Lot at a Trading;
Terms and Conditions NetBid NL:	these terms and conditions of auction and sale;
Auction:	the auction of a Lot or Combination Lot held by the Auctioneer on the Platform;
Auctioneer:	NetBid NL B.V., the private limited liability company [besloten vennootschap met beperkte aansprakelijkheid], with company registration number 72763582;
Vendor:	the natural person or legal entity that wishes to sell a Lot by means of an Auction or Trading through the mediation of an Auctioneer;
Terms and Conditions NetBid AG:	the standard terms and conditions of auction and sale of Netbid AG and its subsidiaries.

2. Scope

- 2.1 The Terms and Conditions of NetBid NL govern every Auction held by the Auctioneer on the Platform and every Trading held by the Auctioneer on the Platform and every Purchase Agreement that is created at an Auction and/or Trading between a Vendor and a Purchaser, and every agreement between the Vendor and the Auctioneer that the Auctioneer declares to be governed by these Terms and Conditions of NetBid NL. The Terms and Conditions of NetBid NL govern the legal relationships between the Auctioneer, the Vendor and the Bidder. Furthermore, in addition or at variance with the Terms and Conditions of NetBid NL, the Auctioneer may

declare the Special Terms and Conditions applicable on the Platform. In the event of contradictions, the Special Terms and Conditions prevail over the Standard Terms and Conditions of Netbid NL.

- 2.2 These Standard Terms and Conditions of NetBid NL and the Special Terms and Conditions deviate in full from the Standard Terms and Conditions of Netbid AG. These Standard Terms and Conditions of NetBid NL and the Special Terms and Conditions prevail over the Conditions of Netbid AG.
- 2.3 The Auctioneer reserves the right to amend the Standard Terms and Conditions of Netbid NL at any time with an effective date in the future. By taking part in an Auction, the Bidder accepts the versions of the Standard Terms and Conditions of NetBid and the Special Terms and Conditions that apply at that time. Each time a Bidder participates in an Auction, the Bidder is bound to take cognisance of the versions of the Standard Terms and Conditions of Netbid and the Special Terms and Conditions that apply at that time. The Standard Terms and Conditions of NetBid NL that take effect replace previous terms and conditions of auction, unless stated otherwise by the Auctioneer.

3. Participating in an Auction and/or Trading

- 3.1 In order to be able to issue a Bid or Trading Bid as a Bidder, Registration and acceptance of the Standard Terms and Conditions of NetBid NL and the Special Terms and Conditions is required. Registration is free of charge. Access to the Platform is granted by means of making a user name and password available.
- 3.2 Registration is only permitted for legal entities, partnerships and natural persons who are legally competent to act. The Auctioneer reserves the right to refuse or end a Bidder's current or further participation in an Auction or Trading in the event incorrect or incomplete data are provided or in the event of real or suspected misuse or for other reasons of its own.
- 3.3 The Bidder identifies or legitimises himself every time he uses the Platform and prior to each Bid or Trading Bid by means of personal log-in details, consisting of a user name and a password. These log-in details are not transferable for a Bidder. The Bidder himself is responsible for the use of his log-in details. The Bidder guarantees the confidentiality of his log-in details with suitable measures, to ensure that unauthorised persons cannot use the Platform with the Bidder's log-in details without permission from the Bidder.
- 3.4 The Bidder states to be familiar with and to consent to the Auctioneer's use of personal data, provided by the Bidder in the context of Registration or for the preparation, implementation or completion of an Auction or Trading, including name and address details, user name, e-mail address, payment method and telephone number, insofar these are necessary:
 - 3.4.1 For the preparation, implementation and completion of an Auction and/or Trading;
 - 3.4.2 For marketing and other purposes for which the Bidder gave consent;
 - 3.4.3 For processing complaints
- 3.5 The Bidder shall ensure that the data provided by him during Registration are up to date. In the communication with a Bidder/Purchaser, the Auctioneer and the Vendor may assume the accuracy of those data.
- 3.6 The Bidder states to be familiar with and to consent to the Bidder's user name being displayed on the Platform in the context of an Auction.
- 3.7 The Bidder states to be familiar with and to consent to the Auctioneer being able to provide personal data to the Vendor in the framework of a Bid and/or Trading Bid and/or the Purchase Agreement and/or in the context of any complaints processing.
- 3.8 The Bidder states to be familiar with and to consent to personal data, such as obtained during Registration, being provided to the Notary in the context of the notarial supervision referred to in Article 6.
- 3.9 By issuing a Bid and/or Trading Bid, the Bidder confirms that the Bidder has taken cognisance of and accepted the Standard Terms and Conditions of NetBid NL and the Special Terms and Conditions.
- 3.10 Every Bidder that issues a Bid or Trading Bid is deemed to do on his own behalf. A Bidder is liable for and bound by all actions that take place at an Auction and/or Trading and that result from the use of the Bidder's log-in details, and bound by every Bid or Trading Bid that was made by using the Bidder's log-in details.

4. Duty of information/ Proof of solvency/ Security

- 4.1 The Auctioneer reserves the right to ask for a Vendor's and/or Bidder/Purchaser's details at its own discretion, for example identity card, passport or driving licence. The Vendor and the Bidder/Purchaser shall ensure that all the information the Auctioneer and the Vendor need in order to comply with applicable legislation and regulations is provided to the Auctioneer and/or the Vendor, upon their first request.
- 4.2 In respect of the credit rating of a Bidder, the Auctioneer is entitled, at his discretion, to require the submission of a proper bank statement from a reputable bank based in the Netherlands or any other country in Europe and/or to require any other form of security to be determined by the Auctioneer, such as payment of a security deposit, as a condition for participating or continuing to participate in an Auction and/or Trading.

- 4.3 At the end of an Auction and/or Trading, the Auctioneer is entitled to retain the security provided by the Bidder/Purchaser, insofar as the Auctioneer and/or the Vendor has or have claims on the Bidder/Purchaser in connection with an Auction and/or a Trading, and to cash it or offset it with amounts payable to the Vendor and/or the Auctioneer in connection with an Auction and/or Trading.
- 4.4 The Auctioneer reserves the right to only permit a Bidder to an Auction and/or Trading after payment of a security deposit or after providing security under conditions determined by the Auctioneer.

5. Auction

- 5.1 The preparation, implementation and completion of an Auction are determined by the Auctioneer. For example, this means that the Auctioneer determines the state of affairs prior to, during and in the context of completing an Auction and is authorised, without stating reason, to exclude or include a Bidder to an Auction, to exclude him for current or further participation, not to auction one or more Lots, to remove one or more Lots from an Auction and/or to make changes to the composition of a Combination Lot, not to recognise a Bid, to suspend an Auction, to resume it, extend it, cancel it and/or to take any other measures that are necessary in the Auctioneer's opinion.
- 5.2 An Auction takes place on behalf and at the expense of the Vendor. An Auctioneer is not party to a Purchase Agreement, and only mediates between the Vendor and the Purchaser on concluding the Purchase Agreement, whereby the Auctioneer acts in the capacity of commercial agent solely for and on behalf of the Vendor. The Auctioneer organises the Auction. The Purchaser is liable to pay the Auctioneer a Commission.
- 5.3 The times and periods in the context of an Auction (start and end of an Auction, purchase of a Lot) are noted on the auction pages on the Platform. The Auctioneer reserves the right to extend or terminate an Auction prematurely.
- 5.4 The Auctioneer is entitled to change the sequence set out in the auction catalogue and to separate, merge, or withdraw numbers.
- 5.5 By issuing a Bid, a Bidder is deemed to make an irrevocable and unconditional bid to the Vendor for the purchase of a Lot and/or a Combination Lot. A Bid is binding to the Bidder and aimed at concluding a Purchase Agreement. A Bid issued by a Bidder is irrevocable and binding, it is not possible for a Bidder to withdraw a Bid. A Bid is exclusive of Commission and Taxes. An Auctioneer is authorised to refuse a Bid at his discretion without stating reasons.
- 5.6 Any reserve price (starting price) is determined by the Auctioneer. If different Bidders issue the same Bid, the first of those Bids received by the Auctioneer via the Platform in the context of an Auction prevails. However, the Auctioneer is entitled to refuse a Bid.
- 5.7 Viewing days are listed on the Platform. Those who enter a location on viewing days or on the day of purchasing a Lot, do so at their own risk. Instructions from the Vendor and/or Auctioneer and/or third parties engaged by the Auctioneer shall be complied with at all times.

6. Notarial supervision

- 6.1 An Auction is supervised by a Notary. The independent Notary has access to the Platform at any time and is able to view the complete bidding history of all Bidders and all Auctions. Before, during and after an Auction, the Notary has access to all the details of and actions concerning an Auction.

7. Individual Lots and Combination Lot

- 7.1 During an Auction, the Auctioneer may auction individual Lots or a Combination Lot at his discretion. During an Auction of a Combination Lot, the Auction takes place in two steps in principle:

Step 1)

The individual Lots are auctioned first. The Assignment takes place with the proviso that there is no subsequent Assignment of a Lot as part of a Combination Lot. Other provisos may also apply. They will be noted on the Platform or announced in any other way.

Step 2)

After the conditional Assignment of the individual Lots, the Combination Lot is auctioned. Insofar as no Bid is issued for a Combination Lot, or no single Bid for the Combination Lot is accepted by means of Assignment, the individual Lots are Assigned on condition that at least the reserve price was offered for the individual Lots. If one or more Bidders issue a Bid for the Combination Lot, the Bid for the Combination Lot that is accepted by Assignment is at least 10% higher than the sum of the offered amounts or at least 10% higher than the sum of the reserve prices of the individual Lots. In that case only the Combination Lot is Assigned and not the individual Lots, because the proviso was not complied with. In individual cases, the Special Terms and Conditions may refer to different percentages. Furthermore, other provisos may be imposed by

the Auctioneer (on behalf of the Vendor) on the Assignment of individual Lots or the Assignment of a Combination Lot. In that case those provisos are noted on the Platform.

7.2 Up to the end of an Auction, the Auctioneer is entitled to merge individual Lots into a Combination Lot, to separate out a Combination Lot and/or to withdraw individual Lots or a Combination Lot from the Auction.

8. Assignment and Purchase Agreement

8.1 A Purchase Agreement regarding a Lot is created by an Assignment. The Assignment is awarded by the Auctioneer on behalf of the Vendor. The Vendor is not bound to proceed with the Assignment.

8.2 At an Auction, the system grants the Assignment. A Bidder whose Bid is accepted by Assignment is informed of his Bid having been accepted by Assignment by e-mail by the Auctioneer (on behalf of the Vendor). If, within 10 minutes prior to the end of the Auction, a higher Bid is not issued, the Auction ends at the given time. If, within 10 minutes before the end of the Auction, a higher Bid is issued, the Auction is extended by such a period that there is another 10-minute period between the issue of the last Bid and the new end time. The same applies if a higher Bid is issued during the extended period. The Auction ends when a new highest Bid is not issued within 10 minutes of the highest Bid having been issued. The end time is determined exclusively and bindingly by the system time of the Platform. The Auctioneer reserves the right to apply different periods than the aforementioned 10 minutes at an Auction.

8.3 The Auctioneer (on behalf of the Vendor) is entitled to refuse an Assignment to a Bidder without stating reasons, to exclude Bidders from an Auction, and to correct errors of an Auctioneer regarding an issued Bid and/or accepting a Bid by Assignment by means of a notice accordingly to the Bidder.

8.4 The Auctioneer (on behalf of the Vendor) is entitled not to accept any Bid by Assignment at his discretion or to accept a Bid by Assignment under one or more provisos (on behalf of the Vendor). Failure to meet a proviso of an Assignment can only be invoked by the Vendor or the Auctioneer (on behalf of the Vendor).

8.5 If there was an Assignment with a proviso, a Purchase Agreement is not concluded regarding the relevant Lot for the time being. In the case of an Assignment with a proviso, a Bidder remains bound to a Bid for a period of seven calendar days or a different binding period set out in the Special Terms and Conditions. During the binding period, the Auctioneer is entitled to refuse the Bid from a Bidder. If, prior to the end of the binding period, an Auctioneer does not state that the proviso has been removed, the relevant Bid was not Assigned definitively.

8.6 An Auctioneer determines whether an error committed during the issue of a Bid means that a Bidder cannot be held to this Bid. A Bidder cannot derive any rights from this authority of the Auctioneer. If there is lack of clarity or disagreement between the Vendor, Bidders and the Auctioneer about the validity of a Bid, for example because the Bidder does not want to continue a Bid, the Auctioneer is entitled to take a binding decision. The Vendor and Bidders shall comply with the Auctioneer's decision. If the Auctioneer decides that a Purchase Agreement was not concluded, the Auctioneer is entitled to return the Lot or Lots to an Auction.

8.7 In the event of a consumer purchase, a Purchaser, who is a natural person who does not act in the course of a profession or business and who resides in the European Economic Area, who acts in respect of a vendor who acts in the course of his profession or business, is entitled to revoke the Purchase Agreement without stating reasons within 14 days of the moveable property having come into his possession or in the possession of a third party designated by the Purchaser in advance, other than a carrier. If, in such a situation, a Vendor uses his statutory right of withdrawal, the Purchaser reports this unambiguously, within the statutory cooling-off period, in writing or by e-mail to the Vendor if the details of the Vendor are known at the time, and if they are not, to the Auctioneer who shall inform the Vendor in such a situation. If the Purchaser uses his statutory right of withdrawal, the Auctioneer shall charge a fee of EUR 50 per Lot for administrative costs. The Purchaser is bound to deal carefully with a Lot and bears all costs for returning the Lots to the Vendor. The provisions of this Article 8.7 explicitly do not apply to situations without a statutory right of withdrawal. The provisions of this Article 8.7 do not apply to public auctions and business auctions.

8.8 The Purchaser cannot invoke full or partial cancellation or amendment of the payable fees due to error.

8.9 The Vendor and the Purchaser are solely responsible to one another for compliance with obligations within the framework of the Purchase Agreement. Upon the Auctioneer's first request, the Vendor and the Purchaser indemnify the Auctioneer against all claims that may be made by either of the parties or third parties in respect of the Auctioneer on the basis of or in connection with concluding or implementing an agreement.

8.10 Without prejudice to any other right, the Vendor is entitled, and the Auctioneer on behalf of the Vendor is entitled to terminate the Purchase Agreement by means of dissolution, if the Purchaser is in default of any obligation from the Purchase Agreement in respect of the Vendor, including but not limited to failing to pay the amounts payable by the Purchaser on time. After dissolution of a Purchase Agreement, a Lot can be offered for sale again by means of an Auction and/or Trading. The provisions of Article 8.10 are without prejudice to any other right of the Vendor and/or the Auctioneer in respect of a Purchaser/Bidder if obligations are not met.

9. Trading

- 9.1 If a Lot is sold by means of Trading, the Auctioneer receives bids for the Vendor and the Auctioneer brokers the Purchase Agreement regarding a Lot between the Vendor and the Bidders. The Purchaser pays the Auctioneer a Commission. A Trading may take place after conclusion of an Auction if an Auctioneer decides to do so following agreement with the Vendor.
- 9.2 The obligation to pay the Commission is an independent obligation of the Purchaser in respect of the Auctioneer and applies independently of the obligation to pay the Purchase Price, the legal assessment of the entitlement to the Purchase Price and the continuation of the Purchase Agreement or not.
- 9.3 In the event of a Trading on the Platform, the Auctioneer states the Vendor's required price or the reserve price for the Lot. By publishing a Lot on the Platform, the Vendor does not make an offer in a legal sense, only an invitation to a Bidder to make a bid. The publication only applies as invitation, without obligation, from and on behalf of the Vendor to the Bidders to issue a Trading Bid on a Lot. The Vendor can withdraw his invitation at any time. The Vendor is not obliged to accept a Trading Bid from a Bidder; not even the highest Trading Bid.
- 9.4 By issuing a Trading Bid, the Bidder makes an irrevocable bid to the Vendor that is binding and aimed at concluding a Purchase Agreement with the Vendor. A Trading Bid can be issued subject to an acceptance period (date, time).
- 9.5 A Purchase Agreement in respect of a Lot is only concluded between the Vendor and the Bidder whose Trading Bid is accepted by the Vendor by means of Assignment. The Vendor may determine at any time and at his discretion as to whether and from which Bidder the Vendor accepts a Trading Bid by means of Assignment. The Auctioneer does not exercise any influence on this and only acts as an intermediary in relation to the statements from the Vendor and the Bidders, and as the direct representative of the Vendor. A Bidder's Bid and Trading Bid shall remain valid to the time the Bid or the Trading Bid is accepted by a Vendor by means of Assignment or to the time the Assignment is awarded to another Bidder, or to the time the Auctioneer has given notice that the deadline for Assignment has expired.

10. Payment and invoicing

- 10.1 If a Purchase Agreement is concluded between the Vendor and a Purchaser, the Purchaser is obliged to pay the Purchase Price and the Commission plus Taxes. The Purchaser shall receive an invoice from the Auctioneer.
- 10.2 The payments, as referred to in Article 10.1, shall be paid by the Purchaser immediately or within the payment term noted on the invoice in a manner to be determined by the Auctioneer. Payment terms are deemed to be strict deadlines, whereby the Purchaser is lawfully in default in the event the invoice was not paid before expiry of the payment term.
- 10.3 All invoices are prepared under the proviso of a specific subsequent check and possible correction. The Auctioneer reserves the right to redress inaccuracies or incompleteness.
- 10.4 If an invoice is not paid on time, the Auctioneer (also on behalf of the Vendor) shall charge the Purchaser 8% interest (if the Bidder is a company) or 5% interest (if the Bidder is not a company) on top of the applicable base rate of the European Central Bank and a fee of 8% of the payable amount, being the penalty for extrajudicial costs, without prejudice to any other rights.
- 10.5 Payment terms and terms for purchasing a Lot are strict deadlines for the Purchaser, and the Purchaser is lawfully in default if payment or purchase has not taken place in full within the imposed period. Without prejudice to the aforementioned, if periods are not taken into account by a Purchaser, the Vendor and/or the Auctioneer (on behalf of the Vendor) are entitled to disassemble and store a Lot at the risk and expense of the Purchaser, or to dissolve the Purchase Agreement (on behalf of the Vendor) and to claim compensation for damages without prejudice to any other rights in respect of the Purchaser. Without prejudice to the aforementioned, the Vendor and the Auctioneer reserve the right to return a Lot for sale to an Auction (on behalf of the Vendor) or to issue another invitation (on behalf of the Vendor) for making a bid on a Lot by means of a Trading. The Auctioneer reserves the right not to grant the Purchaser access to a new Auction or new Trading. The Purchaser remains liable for any reduced income without prejudice to any other liability of the Purchaser; the Purchaser is not entitled to any additional income.
- 10.6 The Purchaser's obligation to pay the Commission is an independent obligation of the Purchaser in respect of the Auctioneer and applies independently of the Purchaser's obligation to pay the Purchase Price to the Vendor, the legal assessment of the entitlement to the Purchase Price and the continuation of the Purchase Agreement or not.
- 10.7 A Purchaser cannot offset the payable amounts and/or suspend their payment.

11. Transfer of risk and ownership

- 11.1 The risk of loss, destruction or damage to a Lot transfers to the Purchaser at the time of the Assignment.

11.2 The transfer of ownership of a Lot takes place by means of delivery or purchase, as referred to in Article 12.1, under the condition precedent of full payment of the Purchase Price, the Commission and the Taxes.

12. Delivery of a Lot

- 12.1 With the proviso that payment of the Purchase Sum, the Commission and the Taxes took place, the Vendor is obliged to deliver the Lot of the Purchaser, and the Purchaser is bound to collect a Lot at a place determined by the Auctioneer and within a period given by the Auctioneer and in a manner to be determined by the Auctioneer. The Purchaser shall provide proper proof of identity. The delivery of a Lot takes place by means of the Vendor making a Lot available to the Purchaser for collection at a time and place to be determined by the Auctioneer (on behalf of the Vendor).
- 12.2 The Auctioneer may determine that a Lot can only be collected after other Lots have been collected first. The Purchaser whose Lot impedes the delivery of other Lots is obliged to ensure that a Lot is collected immediately upon the Auctioneer's request. Failing which, the Auctioneer is entitled to have the Lots collected and stored by third parties at the Purchaser's risk and expense and/or to take other measures, deemed suitable by the Auctioneer, at the Purchaser's risk and expense.
- 12.3 The delivery of a Lot, including any disassembly and removal, takes place at the Purchaser's risk and expense. The Purchaser is liable for damage that may be caused to the property of the Vendor and/or the Auctioneer and/or third parties during the disassembly or the transport. The Purchaser indemnifies the Auctioneer and the Vendor against claims of third parties in connection with damage that is caused to property during the disassembly or transport and in such a situation the Purchaser shall reimburse the Vendor and the Auctioneer upon their first request.
- 12.4 If the disassembly causes holes in part of a building, the Purchaser is obliged to have those repaired by an expert company at his risk and expense. The Auctioneer reserves the right to impose security deposits or to require other security for Lots where disassembly could cause damage to the property and/or other goods of third parties. The Lots and the level of the security deposits in respect of an Auction are disclosed in the Special Terms and Conditions on the Platform or in another manner to be determined by the Auctioneer.
- 12.5 Attached goods explicitly do not form part of a Lot. The Purchaser is obliged to comply with the instructions of the Vendor and/or the Auctioneer or the persons engaged by the Auctioneer during the disassembly or the collection of a Lot.
- 12.6 The Purchaser ensures that any permits required for the disassembly and/or collection or transport are available on time.
- 12.7 The Auctioneer is not responsible for the disposal of waste. The Vendor himself is responsible for providing the place where the Lots are located swept clean. The Auctioneer is not bound to do so.
- 12.8 If it becomes apparent that:
- A Lot cannot be delivered by the Vendor due to the claims of third parties; and/or
 - A Lot cannot be delivered, because it becomes apparent that this would cause unacceptable damage to the location where the Lot is located; and/or
 - Delivery of a Lot is no longer possible as a result of force majeure, for example due to a fire, theft, strikes, damage due to natural causes, and/or
 - Delivery of a Lot provides to be onerous due to other reasons,
- the Vendor is entitled and/or the Auctioneer on behalf of the Vendor is entitled to dissolve the Purchase Agreement by means of sending an e-mail or letter to the Purchaser. In that case, the Vendor is only bound to repay the Purchaser the Purchase Sum plus the amount of Taxes and Commission already paid by the Purchaser. Insofar as payment has not yet taken place, but an invoice was sent, credit will be issued by means of sending a credit note. The Purchaser has no other claims in respect of the Auctioneer or in respect of the Vendor.
- 12.9 Personal data and/or business data of the Vendor or a third party that may be in a Lot do not form part of a Purchase Agreement. If a Lot proves to contain personal data and/or business data, the Purchaser shall inform the Vendor and/or the Auctioneer immediately and grant unconditional cooperation with the issue of said data to the Auctioneer and/or the Vendor or to destroy them at their first request. The Purchaser shall maintain strict confidentiality in respect of such data.

13. Guarantee

- 13.1 As a Purchase Agreement solely is concluded between the Vendor and the Purchaser the Auctioneer does not provide any guarantee on a Lot.
- 13.2 All Lots offered for sale are used and often show significant signs of use. There is an option to have the Lots inspected by experts. It is the Purchaser's responsibility to inspect the Lots properly. The Lots are sold "as is" without further examination in the condition in which they are on the date of Assignment. The Vendor is not obliged to make the Lots available without defects. A particular condition or property is not agreed, nor does the

Vendor accept any liability for the condition of Lots. The Vendor does not issue any guarantees to the Purchaser.

- 13.3 Details on the Platform, in sales catalogues or in any other form, particularly technical details, dimensions, years of construction or quantities are without obligation and do not constitute a guarantee or an agreed property within the meaning of Section 7:17 of the Netherlands Civil Code. The details that are provided in respect of a Lot are based on the Vendor's information. The Auctioneer only endeavours to pass on that information, and is not liable for the accuracy or completeness of that information. The Auctioneer is entitled to correct observed errors/inaccuracies in a description.
- 13.4 If it concerns a foreclosure or a summary foreclosure, the provisions of Section 7:19 of the Netherlands Civil Code apply. Even if a receiver or a secured creditor acts as Vendor during a private sale, the provisions of Section 7:19 of the Netherlands Civil Code apply.

14. Liability

- 14.1 Any liability of the Auctioneer is excluded except for negligence or intent on the part of the Auctioneer or its managers. If and insofar as there is any liability of the Auctioneer despite the aforementioned, this liability is limited to maximum the amount that equals the Commission the Auctioneer received in respect of the Auction or Trading of a Lot or to which the Auctioneer would be entitled.
- 14.2 Without prejudice to the other provisions of these Terms and Conditions of Netbid NL, every liability of the Vendor is in any case limited to maximum the Purchase Price. This limitation of liability does not apply to the Vendor's liability in respect of the Auctioneer.
- 14.3 The Auctioneer's or the Vendor's liability for indirect damage is excluded. Indirect damage refers to in any case consequential damage, loss of profit, loss of sales, loss of goodwill, missed savings, damage due to business stoppage.
- 14.4 The Auctioneer is not liable for damage caused by acts or omissions of auxiliaries or of auxiliary items, except for negligence or intent on the part of the Auctioneer and/or auxiliaries engaged by the Auctioneer.
- 14.5 Without prejudice to the other provisions of this Article 14, the Auctioneer is not liable for damage to Lots, including their loss, for damage as a result of the auctioned Lots not complying with legislation and regulations, theft, fire, government measures, disruption of the Internet, damage caused by and/or resulting from environmentally damaging or harmful substances in/on the Lots, damage caused in the context of an Auction or Trading due to computer disruptions, power cuts and/or the loss of servers, loss of network connections, technical defects of the Platform, faults on the Platform, the distribution of viruses or harmful files, system/network load, hacking, damage that is the result of incorrect, incomplete or obsolete information on the Platform, damage due to mistakes or the Auctioneer providing incorrect or incomplete notices to the a Bidder or Vendor, damage as result of mutilation, destruction or loss of data or files.
- 14.6 Entering the site or room where Lots are located for the purpose of viewing or collection is at your own risk.
- 14.7 Without prejudice to the provisions of Section 6:89 of the Netherlands Civil Code, any right of claim on the Auctioneer expires in any case after one month of the Auction having taken place. Without prejudice to the provisions of Section 7:23 of the Netherlands Civil Code, any right of claim on the Vendor expires in any case after one month of delivery having taken place.

15. Final Provisions

- 15.1 All intellectual property rights in connection with the use of the Platform or that arise otherwise in the framework of performing a Registration, Auction and/or Trading remain with NetBid and/or its suppliers.
- 15.2 The Vendor and the Bidder accept that it may happen that the website www.netbid.com is not available. The Auctioneer is not liable for possible uncertainties or risks in connection with the use of the medium internet. In particular, the Auctioneer is not responsible for the fact that a Bid cannot be processed or stored due to technical issues that are beyond his sphere of control.
- 15.3 In the event of translations of these Terms and Conditions of NetBid NL and of Special Terms and Conditions, the Dutch text prevails in the event of conflicts.
- 15.4 The Auctioneer cannot guarantee that the provisions included in the Standard Terms and Conditions of Netbid NL and the Special Terms and Conditions are valid and can be enforced in law in all circumstances. If this is not the case, it does not confer any rights to the Vendor and/or the Bidder/Purchaser in respect of the Auctioneer.
- 15.5 If a provision of these Standard Terms and Conditions of NetBid and/or in the Special Terms and Conditions is void or invalid or otherwise not enforceable in law, this does not affect the validity of the remaining provisions. Furthermore, in that case the provision that is void, invalid or otherwise unenforceable in law, is deemed to be replaced by a provision that approximates the nature and tenor of said provision as closely as possible.
- 15.6 Persons or legal entities that are engaged by the Auctioneer in the implementation of work, including client accounts, are also able to derive rights from provisions in these Term and Conditions of NetBid NL that intend to

exclude or limit the Auctioneer's liability. The aforementioned applies to those persons and legal entities, including client accounts, as an irrevocable and unconditional third-party clause.

15.7 These Standard Terms and Conditions of NetBid and the Special Terms and Conditions and the legal relationships between the Auctioneer, the Vendor and the Bidders and a Purchaser are governed by the laws of the Netherlands, excluding the Vienna Sales Convention and excluding rules of international private law. In the event of disputes, the competent court of the Amsterdam District Court is the competent court in first instance.