

GENERAL TERMS AND CONDITIONS OF SALE AUCTION DEALS

PRIOR TO:

Unless otherwise agreed, the general terms and conditions below bind both parties. If one of the clauses below is not valid, the other clauses remain valid.

AUCTION DEALS is a legal entity subject to Belgian law (or one of its partners) and has the form of a private limited company, known as a 'BV' (besloten vennootschap) under Belgian law.

1. SCOPE

1.1 The general terms and conditions of sale relate to live public sale, live webcast public sale, online auction sale, private sale, takeover, sale, etc. and apply to the relationship between the buyer/bidder and AUCTION DEALS.

1.2 Every user who registers on the AUCTION DEALS website and every bidder who logs in to place a possible bid must agree to the general terms and conditions of sale.

1.3 In the event of any ambiguity between the Dutch general sales conditions and any specific sales conditions or foreign-language sales conditions, the general sales conditions will prevail.

2. CONCLUSION OF THE AGREEMENT

2.1 Photos, catalogues, or other publicity documents supplied by AUCTION DEALS have no contractual value whatsoever.

2.2 Changes to the agreement must be made in writing and will always be subject to the prior and express approval of AUCTION DEALS.

2.3 AUCTION DEALS delivers its services in accordance with the criteria of the commitment of means and does not provide any guarantee for certain results.

2.4 When placing an order for services or their object, the customer acknowledges that he has been sufficiently and correctly informed by AUCTION DEALS regarding all important elements and that he has good knowledge of them.

2.5 The customer guarantees that he has all rights and titles required to allow AUCTION DEALS to provide the services / their object.

2.6 Without being obliged to pay any compensation, AUCTION DEALS may decide that the delivery of its services / their object cannot take place due to external factors beyond AUCTION DEALS control and / or due to poor / inadequate information by the customer and / or a other default by the customer.

2.7 In case of force majeure or any event that reasonably prevents AUCTION DEALS from carrying out its commitments and is not attributable to it, AUCTION DEALS reserves the right, respectively, to extend the delivery / execution period or to terminate the agreement with immediate effect, by operation of law and without prior judicial intervention, by registered notice to the client, without

having to prove the unforeseeability of this situation and without being liable for compensation. Force majeure shall include fire, flooding, bad weather conditions, war, riot, strike, blockade, forced closure of the company, illness, accidents, a problem in the internal organization of the company, import or export ban, transport difficulties, delayed supply/lack of supply from suppliers, and all this both at Euroveiling and at the suppliers or subcontractors or other third parties involved, as well as non-performance by the aforementioned third parties.

3. ORGANIZATION OF THE AUCTION

3.1 AUCTION DEALS will organize, prepare and conduct the live public auction, the live webcast public auction, the online auction and the sale. Allocation will be done by the bailiff and/or AUCTION DEALS.

3.2 AUCTION DEALS may verify the identity of bidders through external databases and may examine the authenticity of the data upon registration.

3.3 AUCTION DEALS shall not be liable if technical imperfections prevent bidding and prevent the auction and/or sale. AUCTION DEALS and/or the bailiff will in such a case decide to allocate the lots or place them back in the auction.

3.4 AUCTION DEALS reserves the right to introduce a minimum bid, stop sale bidding, merge, split, re-offer, or withhold lots at any time during the auction or sale, if deemed necessary.

3.5 AUCTION DEALS and/or the Court Bailiff shall have the right to reject any bid of any bidder without giving any reason. In case of a dispute over a bid, the bailiff shall have the final decision.

3.6 All auctions take place under the supervision of the judicial officer, who supervises the auction, the bids made and allotments. The judicial officer then draws up a record of the public sale pursuant to the applicable legal provisions.

4. AUCTION CONDITIONS (LIVE)

4.1 All goods are sold in the condition they are in, excluding 14% auction fees and VAT.

4.2 Buyers are deemed to have inspected the lots sold without guarantee even if the nature, condition, quantity or designation does not conform to the description in the catalog. Possible erroneous descriptions and/or entries in the catalog cannot give rise to the cancellation of the sale. All descriptions and/or entries are communicated on a purely indicative basis, it being understood that erroneous descriptions and/or entries cannot lead to the liability of AUCTION DEALS and/or the seller. Examples of such erroneous entries may include mileage, running hours of vehicles or machines, years of construction, 1st registration dates or other technical or commercial specifications.

4.3 The auction will proceed by bidding according to the numbering in the catalog. The bailiff or auctioneer may, if necessary, combine or split lots.

4.4 With a won lot, the buyer must pay 100% on the forwarded receipt within 48 hours, after which the buyer will receive an invoice.

From the allocation, the goods are at the expense and risk of the buyer and must be collected by his care no later than the date set by AUCTION DEALS.

4.5 Buyers may not dispose of their lots until they have been paid in full. The goods drop off will take place on the date and hours set by AUCTION DEALS. The buyer will be held liable for any damage caused when removing or moving the goods.

4.6 Each person remains committed to his purchase, even if another is given as buyer. Goods not collected on the date fixed by AUCTION DEALS, without the express consent of AUCTION DEALS, will be resold or removed at the expense of the buyer.

4.7 The bailiff and auctioneer have the right to refuse any bid from any bidder, without giving any reason. The bailiff has the final decision in the event of a dispute over a bid.

4.8 In the case of default, the lot in question is revoked at the expense of the defaulting buyer and at his cost, without the latter being able to demand any higher price, if applicable.

4.9 After full payment of the goods, the buyer receives a delivery note and an invoice.

4.10 Everyone is present at his own risk and responsibility during the viewing days, auction and drop-off period.

4.11 All buyers pay VAT. EU buyers with VAT number will be refunded VAT after acceptance of VAT number by the Ministry of Finance. If non-EU buyers can present the proof of export to AUCTION DEALS within the 10 days, VAT will be refunded.

4.12 Only the following methods of payment are available to buyers: by bancontact, cash in EURO, by certified check issued in EURO; by bank transfer to AUCTION DEALS account number as indicated in the catalog. AUCTION DEALS reserves the right to submit cash amounts above 15,000 € to the Financial Inspection.

4.13 In the event of any disputes, only the Court of Dendermonde shall have jurisdiction, even in the event of multiple defendants. All disputes shall be settled in accordance with Belgian Law.

5. AUCTION CONDITIONS (ONLINE)

5.1 GENERAL

5.1.1 In an online auction all lots and/or goods are sold in the condition in which they are, excluding 14% auction costs and VAT.

5.1.2 Buyers or bidders are deemed to have carefully inspected the lots and/or goods sold without guarantee, even if the nature, condition, quantity, or designation does not align with the description on the internet site. Possible erroneous descriptions and/or mentions on the internet site cannot result in the cancellation or annulment of the sale. All descriptions and/or entries are provided purely for guidance, with the understanding that any inaccuracies in descriptions and/or entries cannot be attributed to the liability of AUCTION DEALS and/or the seller. Examples of such inaccuracies may include mileage, running hours of vehicles or machines, years of construction, first registration dates, or other technical or commercial specifications.

5.2 BIDS + ALLOCATION:

5.2.1 The online auction is conducted by bidding on the internet site.

5.2.2 Every bid submitted is absolute and irrevocable. By placing a bid, the bidder accepts the general terms and conditions of sale and commits to purchasing the offered lot(s) at the price bid by them, plus auction fees and VAT.

5.2.3 The bids can take the form of a 'proxy bid' or 'static bid.' A static bid involves a bid in the form of a fixed amount per lot. On the other hand, a proxy bid presupposes a maximum amount that the user is willing to pay. This system ensures that in the event of an overbid by a third party, a minimally conceivable higher bid is immediately placed on behalf of the user, as long as their specified maximum has not been reached. The user can temporarily disable their proxy bid only by placing a static bid that is currently the highest.

5.2.4 AUCTION DEALS has the right to reject a bid from a potential bidder without providing a reason. In the event of a dispute over a bid, the judicial officer has the final decision.

5.2.5 The allocation is granted to the user who has placed the highest bid, thereby concluding the purchase agreement. However, AUCTION DEALS reserves the right, if deemed necessary, to reject the highest bid and consider the second-highest bid and/or another bid as the highest bid. The second-highest bidder and/or any other bidder thus remain committed to their respective bids.

5.2.6 AUCTION DEALS, regardless of whether the bid is awarded to the bidder, may contact the buyers or bidders and request them to demonstrate their solvency. If necessary, AUCTION DEALS may ask the buyer or bidder to pay a deposit of 50% of the purchase price. In the event that the bid is not awarded to the buyer or bidder, the deposit will be refunded without any compensation.

5.2.7 In case of default, the related lot is revoked at the expense of the defaulting buyer, and at their cost, without the right to claim the potential price.

5.2.8 In case another bid is placed on a particular lot 10 minutes before the closing time of the online auction, the closing time of the online auction for that lot will be extended by 5 minutes until no more bids are placed.

5.2.9 The bidder or buyer will receive confirmation from AUCTION DEALS, names the seller, by e-mail or after writing, after the auction closes, that his bid was awarded.

5.2.10 From the allotment, the goods are for the account and risk of the buyer. AUCTION DEALS will not be liable in case of theft, fire, accident, water damage and other damages due to force majeure.

5.3 TERMS OF PAYMENT:

5.3.1 After allocation, the balance, within 2 business days, should be transferred in full to AUCTION DEALS account number, indicating the invoice number, which is indicated on any email or letter sent to the buyer.

5.3.2 All payments shall be made in the currency specified on the invoice, unless AUCTION DEALS specifies another currency on its invoice.

5.3.3 After full payment of the price, buyers will receive an issue note and invoice and may dispose of their lots from then on.

5.3.4 In the event of non-payment by the due date, interest on arrears at the rate of 10% per annum will be due ipso jure and without prior notice.

5.3.5 In addition, a fixed compensation of 15% on the invoice amount with a minimum of 100 EURO will be due. Expenses related to checks as well as other collection costs are not included in this fixed compensation and will be charged to the buyer separately.

5.3.6 In case of late payment, all payments will first be deducted from the costs, then from the interest and finally from the purchase price.

5.3.7 All buyers shall pay VAT. EU buyers with VAT number will be refunded VAT after acceptance of the VAT number by the Ministry of Finance. If non-EU buyers can present the proof of export to AUCTION DEALS within the 10 days, VAT will be refunded.

5.4 ISSUE CONDITIONS:

5.4.1 Each buyer shall enter the premises or buildings at their own risk and responsibility during the viewing days, auction days and drop off period and shall comply with the standards communicated/imposed by AUCTION DEALS on site.

5.4.2 Buyers may not dispose of their lots until they are paid in full. Delivery of goods shall take place at the place, days and hours fixed by AUCTION DEALS, mentioned in the specific terms and conditions of sale.

5.4.3 Goods not picked up on the date set by AUCTION DEALS, without the express consent of AUCTION DEALS, will be resold or taken away at the buyer's expense.

5.4.4 Buyers who have purchased lots and hinder or make the collection of other lots impossible are requested to come and collect their items on the first delivery day. They will receive notification via email and/or letter from AUCTION DEALS.

5.4.5 The purchased lots shall be removed by the buyer with utmost skill at his own risk, without causing damage to the buildings or lots of third parties. Buyers shall bear full liability for any damage caused during removal and shall be responsible for the cost of removal. The buyer shall not be permitted to burn, weld or grind at the place of collection without adequate insurance.

5.4.6 In case the property owner or third parties assert their rights to a particular lot, before such lot is collected by the buyer, AUCTION DEALS shall have the authority to undo the sale. AUCTION DEALS will communicate this cancellation to the buyer by email and/or by registered mail to the address provided by the buyer and then undertakes to fully reimburse the buyer for the amount already paid for the lot in question.

5.5 APPLICABLE LAW:

5.5.1 In the event of any disputes, only the Court of Dendermonde shall have jurisdiction, even in the event of multiple defendants. All disputes shall be settled in accordance with Belgian Law.

6. TERMINATION

6.1 If the buyer fails to fulfill its obligations, AUCTION DEALS, on behalf of the seller, may terminate the contract of sale without prior notice. Examples of such default by the buyer may include (but not limited to): failure to pay the purchase price in full (on time); failure to pick up goods (on time) on the date fixed by AUCTION DEALS; failure to provide information necessary for delivery.

6.2 AUCTION DEALS shall then be free to assign the lot(s) to a third party, without AUCTION DEALS being liable for any damages.

6.3 In the event of dissolution, the defaulting buyer shall be required to pay AUCTION DEALS liquidated damages of 25% on the purchase price plus (auction) costs to cover administrative, storage, insurance and transport costs. Such compensation shall not deprive AUCTION DEALS of its right to claim full damages

7. LIABILITY

7.1 AUCTION DEALS shall not be liable for consequential damages.

7.2 Any liability of AUCTION DEALS and/or seller arising from a visible or hidden defect in the lot(s) is excluded.

7.3

7.3.1 AUCTION DEALS assumes no liability for inaccuracies in descriptions and/or entries in the catalog and/or on the internet site. Possible inaccuracies in the catalog and/or on the internet site do not warrant termination or annulment of the sale. All descriptions and/or entries are provided for indicative purposes only, with the understanding that inaccuracies cannot be attributed to the liability of AUCTION DEALS and/or the seller. Examples of such inaccuracies may include mileage, running hours of vehicles or machines, years of construction, first registration dates, or other technical or commercial specifications.

7.3.2 The information on the website is of a general nature. The information is not adapted to personal or specific circumstances, and therefore cannot be considered as personal, professional or legal advice to the user.

AUCTION DEALS and its partners makes great efforts so that the information made available would be complete, correct, accurate and updated. Despite these efforts, inaccuracies may occur in the information made available. Should the information provided contain inaccuracies or should certain information on or through the site be unavailable, AUCTION DEALS will make the utmost effort to rectify this as soon as possible.

However, AUCTION DEALS or its Partners cannot be held liable for direct or indirect damages resulting from the use of the information contained in this site.

Should you find any inaccuracies in the information made available through the site, please contact the site administrator.

The content of the site (including links) may be modified, changed or supplemented at any time without notice or notification. AUCTION DEALS or any of its partners does not guarantee the proper functioning of the website and can in no way be held liable for any malfunction or temporary (un)availability of the site or for any damages, direct or indirect, which would result from access to or use of the website.

AUCTION DEALS or any of its partners can in no case be held liable to anyone, directly or indirectly, specifically or otherwise, for damages due to the use of this site or any other, especially as a result of links or hyperlinks, including, without limitation, any losses, work stoppages, damage to programs or other data on the computer system, equipment, software or other of the user.

The website may contain hyperlinks to third-party websites or pages, or refer to them indirectly. The inclusion of links to these websites or pages in no way implies an implicit approval of their content. AUCTION DEALS or any of its partners expressly declare that it has no control over the content or other features of these websites and in no case can be held liable for their content or features or for any other form of damage resulting from their use.

7.4 AUCTION DEALS shall not be liable for damages caused by environmentally harmful and/or harmful substances in/to the purchased lot(s) or goods.

7.5 AUCTION DEALS is not liable for possible technical imperfections to the internet site, which may prevent bidding and prevent the auction and/or sale from proceeding as a result. AUCTION DEALS and/or the bailiff will in such a case decide to allocate the lots or place them back in the auction.

7.6 AUCTION DEALS is not liable in case of theft, fire, accident, water damage and other damages caused by force majeure

8. JURISDICTION - APPLICABLE LAW

8.1 All agreements are governed by Belgian law.

8.2 For any disputes, only the courts of the district of Dendermonde are competent.