

AUCTIONPORT General terms

General (Online) Terms and Conditions / User Agreement: agreement between AUCTIONPORT, bidder/buyer and client/seller

These general sales conditions are applicable at all times. By placing an offer, any buyer or bidder is deemed to have accepted the general terms and conditions of sale.

Definitions

AuctionPort

Online auction company, registered at Grensstraat 240, 2950 Kapellen with company number BE 0686.968.747 in the capacity of intermediary.

General (Online) terms and conditions

These (online) auction and sales conditions.

Bidder/Buyer:

The legal entity or natural person, registered on the AUCTIONPORT website and/or participant in a by AUCTIONPORT organized (internet) auction.

Only persons with a valid VAT number who participate in bids in the capacity of professional entrepreneur are eligible.

Bid:

The amount that is offered by a user/bidder in an online auction for a lot.

User:

The person who registered on www.auctionport.be. Only persons with a valid VAT number who participate in bids in the capacity of professional entrepreneur are eligible.

Lot:

One or more movable assets, or objects, which are auctioned as a whole and are allocated to one buyer.

The lot is identified by the lot number and a concise description.

Possibly supplemented with photo's (this is not mandatory and binding).

Purchase agreement:

The agreement between the buyer and seller whereby AUCTIONPORT commits in name of the seller to deliver the goods, and the buyer commits to pay the purchase price.

Purchase price:

The amount offered by the bidder/buyer, including the auction cost and VAT.

Client/seller:

The legal entity or natural person who instructed AUCTIONPORT to auction and sell one or more goods in its name and for its account. In other words: the person in whose assignment the lot is auctioned.

Delivery or issue:

The actual possession of the lot by the buyer or the rightful claimant.

Personal data:

The information that the bidder/buyer provides upon registration and that can be traced back to his/her person.

Registration:

The recording of personal data on the website of Auctionport.be to gain access to the online auction/sale.

Allocation:

The statement by AUCTIONPORT to the buyer who has placed the highest bid and/or highest bidder, that his bid is accepted and that the purchase agreement has been reached.

Auction:

An online sale organised by AUCTIONPORT, which cannot or may not be regarded as "public sale".

Auction costs:

The percentage by which the bid is increased, excluding VAT.

Website:

The website www.auctionport.be, maintained by AUCTIONPORT.

2. Scope

- 2.1. The general terms and conditions relate to either the online auction sale, the private sale, the takeover, the store sale, ... and apply to the relationship between the user/buyer/bidder/client or the seller on the one hand and AUCTIONPORT BVBA on the other hand. Hereafter: AUCTIONPORT.
- 2.2. AUCTIONPORT acts as an intermediary for an online auction platform and will sell on the internet in the name and on behalf of the client. At no time does AUCTIONPORT become the owner of the goods sold.
- 2.3. Only the Dutch version of the user agreement applies. Any translations are purely informative.
- 2.4. The non-validity of one or more clauses in this user agreement in no way affects the validity of other contractual clauses.
- 2.5. Bidder / buyer must also consult the general terms and conditions of AUCTIONPORT and has accepted them upon registration together with current general (online) conditions, which are part of the agreement between the parties. All (online) conditions of the bidder/buyer are explicitly excluded.
- 2.6. In case of a discrepancy between the general (online) conditions and the specific (online) conditions, the specific (online) conditions will take precedence.
- 2.7. As soon as bidder/buyer makes an offer, he has already accepted all terms and conditions described in this user agreement and the privacy policy or to which AUCTIONPORT refers in this user agreement. All terms and conditions in this user agreement have appeared during the registration and have been explicitly accepted. The bidder/purchaser cannot proceed to purchase without having accepted it. By registering on the website, the bidder/buyer (also foreign bidders/buyers) agrees to the user agreement with AUCTIONPORT and the registration implies the unconditional and irrevocable acceptance of the following user conditions.

3. User agreement

- 3.1. Bidder/buyer declares and confirms that he/she is 18 years or older.
- 3.2. By registering, the buyer/bidder expressly authorizes AUCTIONPORT to store and use his personal data in accordance with the privacy policy available on the AUCTIONPORT website.
- 3.3. Bidder/buyer guarantees the correctness and completeness of his/her personal data. Each bidder/buyer is obliged to identify him/herself. Any changes to his/her personal data will be communicated via the AUCTIONPORT website.
- 3.4. AUCTIONPORT has the right to check the identity of bidder/buyer. The location from which the bidder/buyer is logged in can be checked by a bailiff or notary through his/her IP address or an external database.
- 3.5. AUCTIONPORT reserves the right to request proof of identity from each bidder/purchaser if AUCTIONPORT doubts the identity and/or solvency of the bidder / purchaser.
- 3.6. AUCTIONPORT reserves the right to refuse registration or to terminate unilaterally.
- 3.7. By registering on the AUCTIONPORT website, the user gives permission for the use and storage of the registered personal data.
- 3.8. AUCTIONPORT reserves the right to collect the funds from the bidder/purchaser when a bid has taken place with his/her username and password.
- 3.9. In the event of misuse on the AUCTIONPORT website, the user is liable for all actions that take place on the website under his/her user details. The user indemnifies AUCTIONPORT against any damage that may arise from misuse of his/her user data.

4. Organisation of the auction

- 4.1. AUCTIONPORT reserves the right to cancel, to terminate earlier than stated on the website or to extend an auction. In case of a technical problem on the website, AUCTIONPORT reserves the right to extend the auction by 24 hours.
- 4.2. AUCTIONPORT will assign the lot to the highest bidder. In case of doubt or dispute, AUCTIONPORT decides to whom it will assign the lot, without justification of its decision. The decision of AUCTIONPORT cannot be disputed.
- 4.3. With the bidder / purchaser who has made the highest bid and to whom the lot is awarded, a purchase-sale agreement is immediately concluded at the time of allocation. The bidder / purchaser is obliged to pay the price of the allocation of the lot, plus the auction costs and VAT. AUCTIONPORT expressly reserves the right to demand the forced execution of this purchase / sale agreement if the bidder / buyer does not voluntarily pay the total price. AUCTIONPORT reserves the right to refuse the highest bid if the supplier does not accept this bid.
- 4.4. AUCTIONPORT can refuse to recognize a bid without giving any reason and/or exclude bidders/buyers.
- 4.5. If another bid is made in the last 15 minutes before the closing of a lot, the auction time of this lot is extended by 15 minutes each time.
- 4.6. AUCTIONPORT is not liable for damage incurred by the buyer/bidder that follows from these conditions.
- 4.7. The bidder / buyer always sees a confirmation screen where the full price is displayed before a bid is placed. A bid is irrevocably binding.
- 4.8. When the auction is closed, the highest bid is submitted to the client. The Client can decide not to allocate lots without motivation.

5. Organisation of the lots

- 5.1. AUCTIONPORT strives to describe the Lots as accurately and clearly as possible on the Website. AUCTIONPORT is never liable for damage caused by incorrect or incomplete descriptions.
- 5.2. AUCTIONPORT reserves the right to change the description of the lots at all times.
- 5.3. All lots are sold in the condition they are in at the moment they are auctioned. Any visible or hidden defects can be noticed by the buyers/bidders after an inspection during the viewing days. AUCTIONPORT is never liable for visible or hidden defects of lots.
- 5.4. By submitting a bid, the bidder / purchaser expressly acknowledges and confirms that he inspected the goods on offer beforehand, inspected them, therefore accepts the actual state of the lot and that therefore the articles of the book VI "Market practices and consumer protection" ("Marktpraktijken en consumentenbescherming") of the code of economic law (Wetboek van economisch recht) on distance selling does not apply.
- 5.5. The lots are sold without guarantee or warranty, even if the condition or nature is not in accordance with the description. All defects, visible and invisible, are always considered to be known by bidders/buyers.
- 5.6. AUCTIONPORT does not guarantee the authenticity of a description with respect to the author, the origin, the date, the age, the assignment to or the authenticity of, the weight or the state of the lot. Possible mileage or running hours of vehicles/machines, working hours, years of construction, first registration dates or other technical or commercial specifications are only provided as indicative without any guarantee or responsibility of AUCTIONPORT or the client. No sale destruction or purchase dissolution will take place in the event of a faulty entry in the catalogue or on the internet page. Each bidder/purchaser acknowledges that no right of recourse is possible and was able to check the conformity of the goods by inspecting the goods.
- 5.7. Lots that are purchased by the bidders/buyers and that make it impossible to move other lots, must pick up these lots on the first day of collection.
- 5.8. The bidder/buyer has sufficiently verified the condition of the purchased goods and accepts them at the moment he/she makes his/her bid. Bidder/buyer therefore has no right to terminate the agreement if it appears that the lot does not (fully) meet the description of the lot on the website.

6. Terms of payment

- 6.1. After allocation of the lot, the full purchase price, plus the auction costs and the VAT, must be transferred in full within 24 hours to the account number of AUCTIONPORT, stating the structured statement that is mentioned on the Pro Forma invoice that the buyer receives per e-mail. All payments must be made in the currency indicated on the invoice. In the absence of timely payment, a conventional default interest of 10% / year and a damage clause of 10% on the full invoice amount will always be due by operation of law and without prior notice. In the absence of payment within 15 days, this will be considered as a unilateral termination of the purchase-sales agreement and the compensation as stated in article 6.2. applicable by the buyer.
- 6.2. Without prejudice to the right of AUCTIONPORT to claim the forced execution of the concluded sales-purchase agreement in kind (cf. article 4.3), AUCTIONPORT can, in the absence of correct payment on the due date by the bidder / purchaser of the full purchase price plus the VAT and the auction costs, the purchase-sale agreement, in whole or in part, are to be borne by the bidder / buyer.
In this case, the bidder / buyer remains obliged to pay the auction costs amounting to 16% of the net amount of the purchase price, and the bidder / buyer is in this case obliged to pay compensation of 10% of the net amount of the purchase price.
- 6.3. After payment of the full invoiced sum, the bidder/buyer receives an invoice and a delivery note and the bidder/buyer then has the availability of the lot. The buyer will be invited to pick up his lot on the pick-up date published on the website. A lot cannot be collected before the full purchase price has been received.
- 6.4. All buyers pay the VAT. EU buyers with a VAT number will be refunded the VAT after the VAT number has been accepted. In the case non-EU buyers can submit proof of export to AUCTIONPORT within 5 days, VAT will be refunded.
- 6.5. In the absence of payment of the lot after allocation, AUCTIONPORT reserves the right, if it dissolves the purchase-sale agreement in whole or in part, to put the lot up for auction again, or to assign the lot to the second highest bidder. AUCTIONPORT is also entitled to recover, where appropriate, all costs necessary to put the unpaid lot / lot back up for auction from the defaulting buyer / bidder, and / or the difference between the offer of the defaulting buyer / bidder and the offer of the second highest bidder, to recover from this first mentioned buyer / bidder.

7. Risk and ownership transfer

- 7.1. All lots are at the expense and risk of the bidder/purchaser from allocation.
- 7.2. AUCTIONPORT is not liable in the event of an accident, loss, fire, theft, water damage, natural disaster or any other risk/damage that the goods or part of it incur. No claim of damages will be valid with respect to AUCTIONPORT.
- 7.3. The bidder/purchaser only becomes the owner of the goods after full payment of the purchase price, including the premium, the VAT and any other amounts due by the buyer to AUCTIONPORT.

8. Conditions of release

- 8.1. The release of the purchased goods takes place at by AUCTIONPORT specified place, days and hours, stated on the website and the instructions via e-mail.
- 8.2. Every buyer enters the premises or buildings at his/her own risk and responsibility during the inspection days, auction days and delivery period and must comply with the regulations imposed or communicated by AUCTIONPORT on site.
- 8.3. Buyers may not have their lots before they have been paid in full.
- 8.4. Bidder/buyer is responsible for any disassembly, moving the lot(s) and transport of this lot(s).
- 8.5. The bidder/purchaser must present the paid invoice when the goods are collected.
- 8.6. Unless otherwise agreed, the purchased goods, including any content and accessories, must be collected at the location and at the time indicated by AUCTIONPORT. Failing this, the bidder/buyer will be in default and AUCTIONPORT is authorised to resell the lot and/or move and/or store and/or remove it at the expense and risk of the bidder/purchaser.
- 8.7. Buyers who have purchased lots and prevent the collection of other lots are requested to collect their lots on the first delivery day. They will be notified by AUCTIONPORT by e-mail.
- 8.8. The purchased lots must be removed by the buyer with the utmost expertise at their own risk, without any damage being caused to the buildings or lots of third parties. The buyers bear full liability for the damage they cause when removing the goods and are responsible for the costs of the removal. The buyer is not permitted to burn, weld or grind at the place of collection without being

sufficiently insured, and having this insurance found to be satisfactory in writing by AUCTIONPORT.

- 8.9. Bidder/buyer indemnifies AUCTIONPORT for all possible third-party claims arising from actions in violation of the previous provisions.
- 8.10. The purchased lots must be picked up by the bidder / buyer during the collection days specified by AuctionPort. Buyers who are unable to collect their purchased lots must make an appointment for the collection. This must be done by mail to info@auctionport.be. For longer storage of the lot (s), the following rule is observed:
Goods may remain free of charge at the loading address for 10 days after the collection day. From the 11th day, an amount of € 10 / lot / day will be charged. This amount is settled as soon as the goods are collected. The outstanding debt for storage must be paid before the goods are released. Lot (s) that have been stored at AuctionPort for more than 2 months, and where the customer does not notify AuctionPort of a later collection, automatically become the property of AuctionPort again.

9. Liability

- 9.1. AUCTIONPORT is not liable for consequential damages.
- 9.2. Any liability of AUCTIONPORT and/or seller that arises from a visible or hidden defect in the lot(s) is excluded.
- 9.3. AUCTIONPORT is not responsible for incorrect descriptions and/or statements in the catalogue and/or the internet site. Possible erroneous descriptions and/or statements in the catalogue and/or on the internet site cannot give rise to termination of the sale or to the annulment of the sale. All descriptions and/or listings are only given as indicative, with the understanding that incorrect descriptions and/or statements cannot lead to the liability of AUCTIONPORT and/or the seller. Examples of such erroneous entries may include (but are not limited to): km positions, running hours of vehicles or machines, construction year, 1st registration dates or other technical or commercial specifications. The buyer/bidder declares to have been able to check the conformity of the goods by inspecting the goods and declares to agree that the quality of the lot to be determined at these viewing moments prevails over the written description in the catalogue and/or the internet website.
- 9.4. AUCTIONPORT is not liable for damage caused by environmentally damaging and/or harmful substances in/on the purchased lot(s) or goods.
- 9.5. AUCTIONPORT is not liable for possible technical imperfections on the internet site, which prevent bidding and prevent the auction and/or sale. AUCTIONPORT and/or the bailiff will decide in such a case to allocate the lots or to place them back in the auction.
- 9.6. AUCTIONPORT is not liable for damage resulting from theft, fire, accident, water damage or force majeure in general.
- 9.7. AUCTIONPORT is not liable for technical inadequacies or technical errors in the mailing to the bidders regarding the status of the bids. The bidders must ensure themselves of the correctness of the information sent during the auction and/or live auction information sent by e-mail.
- 9.8. AUCTIONPORT is not liable for the operation of electric chargers of purchased lots. The condition of the electric chargers is not checked by AUCTIONPORT.

10. Privacy

10.1. AUCTIONPORT respects and ensures the privacy of the bidder / buyer and always acts in accordance with the provisions of the Belgian Privacy Act (Act of 8 December 1992 on the protection of privacy with regard to the processing of personal data). For more information, the Privacy Statement must be consulted.

11. Applicable law and jurisdiction

11.1. Any dispute relating to the conclusion, validity, interpretation or implementation of this agreement shall be governed by Belgian law and shall fall under the exclusive jurisdiction of the courts of Antwerp, even if there are several defendants. As the Justice of the Peace is qualified, so shall the Justice of the Peace of the 5th Canton of Antwerp be qualified.