

ONLINE AUCTION

Belvedere mining OY Bankruptcy (FI) Mining Equipment

Kummuntie 8 - 85560 **AINASTALO** (Machinery Loc.)

Closing date: Wednesday 13 SEPTEMBER starting 14:00







Viewing:

Wednesday 06 September
By appointment
Kummuntie 8 - 85560 AINASTALO (Finland)

Bidding only on the internet!

13-09-17 08.43



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Wednesday 13 September 2017 Belvedere mining OY Bankruptcy

Special Conditions

Closing date Wednesday 13 September 2017 starting 14:00 CET

Viewing Wednesday 6 September 2017 between 9.00 16.00 CET By appointment.

Company organising this Online TROOSTWIJK AB

Auction Box 337

33123 VÄRNAMO, Sweden

Mikael Haag Phone: +46 (0)709 93 12 07

E-mail: info@troostwijk.se

Markup 18.00% VAT 24.00%

Collection Thursday 26 September until Friday 27 September 2017 between 09.00 - 16.00

CET. By appointment.

Big items that require dismantling, only by appointment.

Bankdetails Your immediate bank payment is required within 48 hours after auction is closed on

one of the following accounts. Please state your buyer number and name of the

auction

Bank IBAN nr. BIC SEB

code SE6250000000059378202667 ESSESESS

To be pay within 48 hour to Troostwijk AB

General terms and conditions On the auction sale, the general terms and conditions of the on on on-line auction

sale (code CG-201-07-EN) are applicable concerning the (possible) purchase of moveable assets, furthermore these specific terms and conditions as mentioned in

the catalogue of the sale.

Combination All lots in a combination will be sold individually first. After the last lot is sold, the total

of bids is raised 10%. This is the starting bid of the combination. If the combination is sold it overrules the individual bids, if not the individual bids are applicable.

Prolongation If a bid is made in the last 5 minutes before the lot closes, the closing time of that lot

will be extended with 5 minutes until no bids are made.

Lots without bid All lots without any bid will stay open until half an hour after the last closing time bid.

Information VAT Buyers from Finland have to pay the VAT. All foreign buyers from countries

belonging to the European Community must inform us of their VAT number. If a buyer does not furnish this proof, the auctioneer has to charge the legal Finnish VAT. This VAT amount cannot be refunded. Foreign buyers from countries not belonging to the European Community have to pay the legal Finnish VAT as deposit to the auctioneer. After receipt of the original customs documents, which must be stamped officially to prove that the export has taken place, the auctioneer will refund

the paid Finnish VAT.

Following lots After registration and login, lots can be 'followed' via 'My Troostwijk'.

Viewing Instructions Please note that this concerns an ascending auction sale, preceded by a viewing

day. Placing a bid without viewing the equipment is at one's own risk. Please see

articles 3 and 6 of the General Conditions.



Lo	t	Number Description Starting	ng Bid
C	1	1 hydraulic heavy duty stone jaw crusher Metso, year built 1969, hydraulic heavy duty stone jaw crusher; maximum stone size input approx. 1 m3; consisting of: receiving hopper with hydraulic shaking feeder; jaw crusher; 'AM' hydraulic breaker arm with 'Hanwoo' breaker on steel column; complete with gantry; stairs and framework; with control unit (inside office)	10,000.0
	2	1 hydro/electric heavy duty cone stone crusher Morgàrds Hammer, Symons-7.SH.HD, year built 1967, serial number 32513, hydro/electric heavy duty cone stone crusher; 7 foot short head fine liner; input Ø approx. 1600 mm; 435 rpm/min; own weight total approx 75.000 kg; with elektromotor; 200 kW; 380 volt; complete with gantry; stairs and framework	7,500.0
С	3	1 inclined output belt conveyor inclined output belt conveyor; width approx. 600 mm; length approx. 10 mtr; with electro motor and gear (after heavy cusher 1)	250.0
С	4	1 magnetic hanging belt conveyor magnetic hanging belt conveyor; belt width approx. 1580 mm; complete with gantry; stairs and framework	2,500.0
С	5	1 inclined belt conveyor inclined belt conveyor; width approx. 600 mm; lenth approx. 35 mtr; with electric motor; gear and gantry	500.0
С	6	1 metal detector Eriez, MA3600, serial number 17856, metal detector; width approx. 950 mm; with contol unit; 100-230 Volt	500.0
		Crusher 1,3,4,5,6	
С	7	1 electric cone stone crusher Lokomo, G3210, serial number 583, electric cone stone crusher; input Ø approx. 900 mm; with 'Strömberg' electromotor (132 kW); complete with gantry; stairs and framework	7,500.0
C	8	1 inclined belt conveyor inclined belt conveyor; with approx. 700 mm; length approx. 12 mtr; with gantry; electric motor and gear	250.0
С	9	1 vibrating sieve Lokomo, B16 /b280, vibrating sieve; width approx. 1600 mm	750.0
	10	1 inclined belt conveyor inclined belt conveyor; width approx. 700 mm; length approx.40 mtr; with gantry; electric motor and gear	500.0
C	11	1 magnetic hanging belt conveyor Magnettechnik, magnetic hanging belt conveyor; belt width approx. 850 mm; drumwidth 1000 mm; complete with framework	2,500.0
		Crusher 7,8,9,11	
	12	1 inclined main storage belt conveyor inclined main storage belt conveyor; width 990 mm; length approx. 100 mtr; with housing; support legs; 3 pneumatic sleeves	2,000.0
С	13	1 pulverizer rod mill Wärtsilä, 3200x4500, year built 1969, serial number 91004-49, pulverizer rod mill; motor 500 kW; dim. diam 3200x4500 mm; 18,5 k/min; 993 rpm; 380 volt	10,000.0
С	14	1 pulverizer ball mill Wärtsilä, 3200x4500, year built 1969, pulverizer ball mill; dim. diam 3200x4500 mm; with 'Valmet' gearbox; motor 750 kW; 380 volt	10,000.0
		Ball and rod mill 13-14	
	15	1 pulverizer ball mill CCCP, HKM3, year built 1975, serial number 1265, pulverizer ball mill; motor 500 kW; dim diam. 3200x4500; 380 volt	7,500.0
С	16	1 17-fold flotation line Outokumpu, 17-fold flotation line; consisting of: stirvessels; tanks; pipes; gantry	2,000.0



Lot	Number Description Startin	ng Bid €
© 17	1 flotation line Outokumpu, flotation line; consisting of: 2 pre-stir/mixing vessels; 9 stirvessels with double agitators; 1 mid-mixer; tanks; pipes; gantry	1,500.00
© 18	1 automatic pressure filter dryer Larox, pf 22/ 25m3, automatic pressure filter dryer; belt width 1050 mm; 9-stories; cloth dim. 1050x25000 mm; 9,5 m2; 16 bar; with control cabinet	2,500.00
	Flotation area 16-18	
21	1 wheeled skid loader Bobcat, 753, year built 2003, serial number 516227676, wheeled skid loader; power 32,4 kW; 2650 rpm; mass 2223 kg; operational hours 1771 hours on meter; diesel engine; digging bucket; (garage)	5,000.00
© 22	1 lab test sieve Tyler, lab test sieve; with electro motor; (lab)	100.00
© 23	1 test mil machine test mil machine; 2,2 kW; (lab)	100.00
© 24	1 test mil machine Morgårdshammars, b 92, year built 1963, test mil machine; (lab)	100.00
© 25	1 2-doors test heating oven S+S, 2-doors test heating oven; temp max 220oC; 6900 watts; 380 volt; (lab)	100.00
© 26	1 rack with 2 transport carts rack with 2 transport carts; (lab1)	25.00
	Lab equipment 22-26	
27	1 lot various computer equipment lot various computer equipment; a.o. printers, desktops, screens (lab1)	25.00
28	1 nail gun Hilti, DX450, nail gun; with case (lab1)	50.00
29	1 headlamps with charging station Levitt, Northern light, headlamps with charging station; total 20 lamps with batterypacks and 4 5-fold charging stations; with box spare lamps	100.00
30	5 emergency oxigen escape packs emergency oxigen escape packs; with belt	50.00
31	1 lot work clothes lot work clothes; various sizes; jackets; trousers and boots	100.00
34	electric sauna unit electric sauna unit; including benches and door	250.00
35	1 steel clothes hanging racks steel clothes hanging racks	25.00
36	2 various refrigerators various refrigerators; high model; (canteen)	10.00
37	1 mobile ice freezer bin Caravell, mobile ice freezer bin; 230 volt; (canteen)	25.00
38	1 wooden counter with roll door Champion door, cd 200, year built 2007, wooden counter with roll door; (canteen)	50.00
39	1 stainless steel electric 4-zone cook unit Olis, ca e 74, year built 1989, stainless steel electric 4-zone cook unit; 9,2 kW; 380 volt; (canteen)	50.00
40	1 floor cleaner Sorma, floor cleaner; 230 volt; (canteen)	10.00
41	1 test oven Santasalo-Sohlberg, test oven; max temp 300oC; (canteen)	10.00
42	1 4-wheel 2-layer trolley 4-wheel 2-layer trolley; (canteen)	10.00



Lot	Nun	nber Description Start	ing Bid €
43	1	4-door steel garage unit Pisary oy, 4-door steel garage unit; dimensions approx. 12x6 mtr	200.00
44	1	vertical polyester storage tank Oy Sulmu ab, vertical polyester storage tank; with worm extruder; concrete base stand and control cabinet	100.00
45	1	frame mounted horizontal storage tank Konepaje, year built 1971, frame mounted horizontal storage tank; volume 31.600 ltr; (outside)	250.00
46	1	frame mounted horizontal storage tank Konepaje, year built 1971, frame mounted horizontal storage tank; volume 31.600 ltr; (outside)	250.00
47	21	various full face masks Promask, various full face masks	200.00
C 48	1	lot V-belts and various rubber parts lot V-belts and various rubber parts	100.00
© 49	1	platform scale Lahden vaaka, h9-75, year built 1985, platform scale; range max 75 kg; dim. 600x600 mn	75.00 1
© 50	1	rack with content rack with content; a.o. plastic bags, aerosols and various	50.00
© 51	1	content of racking content of racking; a.o. Peltor hearing protection; safety boots; breathing filters and masks; gloves and various parts	100.00
© 52	1	content of racking content of racking; a.o. storage bins; emergency exit signs; bearrings and various machine parts	50.00
© 53	1	content of racking content of racking; a.o. electrical components (wall plugs, fuses, cable ends, connectors etc.); machine parts and various	100.00
© 54	1	content of racking content of racking; a.o. valves; connectors; pipe fittings and various machine parts	50.00
© 55	56	sections racking sections racking; consisting of: 64 uprights (400x3000 mm) and approx 500 layers (900x400 mm)	100.00
© 56	1	3-section 6/7-layer rack 3-section 6/7-layer rack; with various contents	60.00
		Warehouse 48-56	
© 57	1	lot of various parts lot of various parts; outside 2-section rack; excl. rack	75.00
© 58	1	lot of various parts lot of various parts; a.o. hoses; spring; valves; outside 4-section rack; excl. rack	75.00
© 59	1	lot of various parts lot of various parts; outside 2-section rack; excl. rack	75.00
© 60	1	lot of various parts lot of various parts; a.o. hoses; rope; outside 4-section rack; excl. rack	75.00
© 61	1	heavy electro motor Strömberg, hxur 63861, heavy electro motor; 200 kW; 380 volt	200.00
© 62	1	lot of various parts lot of various parts; a.o. various transport rolls; Sulzer spare parts; outside 4-section rack; excl. rack	250.00
© 63	1	16-sections 3/4-layer pallet racks 16-sections 3/4-layer pallet racks; excl. contents; (pick-up after empty racks)	150.00
© 64	1	4-section 2-sided free arm storage rack4-section 2-sided free arm storage rack; with various contents	150.00



Lo	t	Nun	nber Description Starti	ng Bid €
			Storage and racks 57-64	
	65	1	convergence meter Interfels, KM-15, serial number 2266, convergence meter; with case	25.00
	66	1	tank mounted air compressor Hydor, tank mounted air compressor; cap. 200 dm3; 12 kp/cm2; 380 volt	150.00
	67	1	belt conveyor belt conveyor; belt dim. 180x600 cm; (outside)	150.00
	70	1	concrete production station concrete production station; capacity 5 ton/hour; consisting of: feeding belt conveyor; mixing unit with gantry; stairs and steel frame; housing; 2 vertical silo's; complete with control room	5,000.00
	71	1	heat exchange unit heat exchange unit; dimensions approx. 5500x1400 mm	100.00
С	72	1	power transformer Stromberg, KTMU4639/3964, power transformer; 1000 kVA; 400 Volt; own weight 4880 kg	600.00
С	73	1	power transformer Stromberg, KTMU7/4257, power transformer; 500 kVA; 400 Volt; own weight 2000 kg	500.00
С	74	1	power transformer Stromberg, KTMU7/3856, power transformer; 315 kVA; 400 Volt; own weight 1400 kg; (1)	400.00
C	75	1	power transformer Stromberg, KTMU7/3856, power transformer; 315 kVA; 400 Volt; own weight 1400 kg; (2)	400.00
С	76	1	power transformer Stromberg, KTMU7/3856, power transformer; 315 kVA; 400 Volt; own weight 1400 kg; (3)	400.00
			Transformers 72-76	
	77	1	2-doors galvanische steel explosion storage container2-doors galvanische steel explosion storage container; dim. approx 500x250 cm	500.00
	78	1	electric switch panel Kabeldon, electric switch panel	100.00
	79	1	hydraulic unit Neles oy, sv 4514, serial number 387846/387847/220V/SF, hydraulic unit; 220 volt	100.00
	80	1	heavy water pump part heavy water pump part	100.00
	81	1	heavy water pump part heavy water pump part	100.00
	82	2	electric motors electric motors; on 1 pallet	50.00
	83	1	electric motor ABB, M2BA 315MLA 2 B3, serial number 3405624, electric motor; 200 kW	250.00
	84	1	electric motor ABB, M2BA 315MLA 2 B3, serial number 3443853, electric motor; 200 kW	250.00
	85	2	air filtration units Fläktwoods, euba-31-270-1-1-1-0, year built 2008, air filtration units; 4 kW; 1420 rpm; 380-420 volt	250.00
	86	1	lot of various spare parts lot of various spare parts; a.o. electro motors; mill parts etc	300.00
	87	1	galvanized steel warehouse galvanized steel warehouse; metal frame with wooden roofbeams; dimensions approx. 11x8 m; with lights; 2 sliding doors	500.00
С	88	1	heavy mine fan heavy mine fan; diam. 600 mm; 380 volt	25.00
C	89	1	heavy mine fan heavy mine fan; diam. 900 mm; 380 volt	25.00



Lot	Number Description Starting	ng Bid €
© 90	1 heavy mine fan Ingenjörsfirman, 200L55, heavy mine fan; diam. 900 mm; 1465 rpm; 380 volt	50.00
© 91	1 mine fan Nn, mine fan; diam. 500 mm; 380 volt	25.00
© 92	1 mine fan 3W axial, mine fan; diam. 950 mm; 1440 rpm; 380 volt	25.00
© 93	1 heavy mine fan Woods, 200JG, heavy mine fan; diam. 2000 mm; 975 rpm; 380 volt	25.00
© 94	1 heavy mine fan Nn, heavy mine fan; diam. 900 mm; 380 volt; broken	10.00
© 95	1 heavy mine fan Nn, heavy mine fan; diam. 1200 mm; 380 volt; broken	10.00
© 96	1 heavy mine fan Nn, heavy mine fan; diam. 1200 mm; 380 volt; broken	10.00
© 97	4 various heavy mine fan Nn, various heavy mine fan; diam. various; 380 volt	60.00
© 98	4 various heavy mine fan Nn, various heavy mine fan; diam. various; 380 volt	50.00
© 99	1 heavy mine fan Nn, heavy mine fan; diam. 1000 mm; 380 volt; broken	10.00
© 100	1 lot with pipes and rail lot with pipes and rail	50.00
© 101	14 various reels with electro wire various reels with electro wire; various sizes	150.00
© 102	1 hydraulc unit hydraulc unit	50.00
C 103	2 electric transformers Strömberg, ktmu 7xa 6218, electric transformers; 1600 kVA; 400 volt; own weight each 4690 kg	500.00
© 104	1 heavy mine fan heavy mine fan; with a lot of dismanteld power switch boards	150.00
© 106	3 various steel pipe parts various steel pipe parts; with flange	60.00
© 107	steel cable winch steel cable winch; with Valmet gear box	100.00
© 108	2 mine fan mine fan; 380 volt	50.00
© 109	lot with various electro switch panels lot with various electro switch panels	50.00
© 110	1 lot with various electro parts lot with various electro parts; inside rack; excl. rack	50.00
© 111	1 lot with various electro parts lot with various electro parts; a.o. switch panels; 26 various sizes electro motors; inside rack; excl. rack	250.00
© 112	1 heavy water pump part heavy water pump part; on frame	100.00
© 113	1 8-sections pallet racks Kasten, 8-sections pallet racks; 3-layer; dim. each 348x104x330 cm; (pick-up on appointment; without contents)	100.00
© 114	1 12-sections pallet racks Kasten, 12-sections pallet racks; 3/4-layer; dim. each 200x104x200/330 cm; (pick-up on appointment; without contents)	100.00



Lot	Number Description	Starting Bid €
© 115	1 manual shear Man-ko, manual shear	10.00
© 116	1 electric 3-roll wals Backtemans, electric 3-roll wals; dim. 1550 mm; 380 volt	150.00
© 117	1 table model circular saw table model circular saw; 380 volt	50.00
© 118	1 big lot with various inside rack big lot with various inside rack; a.o. various electro motors; spare parts; pneum generator; etc; incl. rack; (right side)	500.00 tools;
© 119	1 big lot with various inside rack big lot with various inside rack; a.o. various electro motors; spare parts; pumps parts; electro cables; etc; incl. rack; (left side)	500.00 ;; pump
	Old warehouse parts 88-119	
120	1 industrial office copy machine Canon, irc2880i, industrial office copy machine; paper size a3/a4; top input; dig	100.00 g. read out
121	1 paper shredder Ideal, paper shredder	10.00
122	2 office tables office tables; cabinet and chair	10.00
124	1 book binder Fellowes, satellite, book binder	10.00
130	500 m3 dry material sediment Belvedere mining, m3 dry material sediment; 4-5% nickel; 6-8% nickel; with anarapport	12,500.00 alyses



General conditions Online Auction TroostwijkAuctions.com

Article 1 Definitions

User:

Website: the website www.TroostwijkAuctions.com, which is maintained and operated by Troostwijk Veilingen B.V., with its registered seat in

Am-sterdam;

the one who has registered on the Website;

Troostwijk: Troostwijk Veilingen B.V. and/or its subsidiary/ies or sister company/ies as reported on the Website;

Purchase the amount of the highest – allocated – bid increased by:

Sum: - mark-up above the highest bid and

- the V.A.T. owed

Registration: registration of User on the Website by means of filling in completely the registration form found on the Website;

Bid: each amount bid by User in the auction for a lot;

Lot: an article, or a number of articles that are auctioned together (under one number);
Auction: the public sale of moveable goods organized by Troostwijk via the internet;

Seller: the one who has commissioned a Lot to be auctioned;

Purchaser: the User to whom the Lot is allocated;

User's the agreement between Troostwijk and the User;

Agreement:

Purchase the purchase agreement between the Purchaser and the Seller;

Agreement:

Delivery: the actual delivery of the Lot to the Purchaser or to his authorized representative;

General the General Terms and Conditions for access to and use of the Website;

Terms and

User:

Conditions for the

General Terms and Conditions;

Online Auction Terms and Conditions

Specific the additional, supplementary to or in departure from the General Terms and Conditions for the User and the General Terms and

Conditions of the Online Auction, valid terms and conditions, as reported on the Website for the Auction in guestion;

Online Auction Terms and Conditions:

Allocation: the declaration by Troostwijk that a Lot or combination of Lots has been allocated to the highest bidder upon payment of the

Purchase Price.

Article 2. Applicability

- 2.1 The General Online Auction Terms and Conditions are applicable to the relationship between Sellers or Users on the one hand and Troostwijk on the other in the participation in Auctions.
- 2.2 The applicability of General Terms and Conditions other than the present one, General Terms and Conditions for the User and the Specific Terms and Conditions of the Online Auction, is excluded.

Article 3. The Auction

- 3.1 Troostwijk reserves the right to cancel an Auction, to terminate an Auction earlier than reported on the Website or to extend one. In case of a technical malfunction of the Website, causing it to be not completely accessible and/or inaccessible to Users, Troostwijk has the right to extend the Auction by 24 hours.
- 3.2 The User states by his Registration that he is familiar with and agrees with the special circumstances of an internet auction and with the technical imperfections that can arise. Troostwijk denies any liability for whatever damage that may arise in any way, directly or indirectly, including but not limited to the damage arising from the use of the Website, unless there has been deliberate or conscious negligence by Troostwijk. More particularly, Troost-wijk accepts no liability for any damage whatsoever that arises in any way by or from:

www.TroostwijkAuctions.com



- actions performed by the User that may have been inspired by the information placed on the Website;
- the impossibility of using the Website (completely) and/or another malfunction in the Website or the supporting system;
- the Lots not meeting the specifications as reported on the Website;
- the fact that the information on the Website is incorrect, incomplete or out of date;
- errors in the software of the Website and/or the supporting system;
- the unlawful use of systems, including the Website of Troostwijk, by a third party;
- actions by the Seller after the User has concluded a Purchase Agreement with the Seller.

Article 4. Organization of the Auction

- 4.1 The organization, preparation and carrying out of the Auction is to be done by Troostwijk.
- 4.2 Without having to give any reason, Troostwijk has the authority before or during the Auction:
 - not to recognize a Bid as such;
 - to exclude one or several Users from the Auction;
 - to collect objects into Lots, to split Lots or to remove Lots from the auction;
 - to repair mistakes made by Troostwijk in offers and/or allocations, without the User be-ing able to make use of these errors and/or derive any rights from them;
 - to take other measures that are, in its judgement, necessary.
- 4.3 Troostwijk has the authority to set as a condition for participation in certain Auctions and/or bids on certain Lots that a User provide a bank guarantee beforehand to the satisfaction of Troostwijk.
- 4.4 The judgement of Troostwijk concerning that which has occurred during the Auction is binding.

Article 5. Bids; Purchase Agreement

- 5.1 The User can place a Bid on the Website on one or several Lots. Every bid is unconditional, irrevocable and without reservation. Troostwijk and/or the Seller are entitled to reject bids without giving any reason. Bids are placed exclusive of mark-up and V.A.T. Troostwijk is authorized to place bids on behalf of third parties.
- 5.2 If a Lot is also brought to auction together with one or several other Lots as a combination, this will be reported on the individual page of the Lot. In that case, bids can be placed first on the individual Lots of the combination and after the closing of all individual Lots, bids can be placed on the combined Lot. Individual Lots can be allocated only if the total amount of the highest sustainable bids on the individual lots is higher than the highest sustainable bid on the combination. The combination will be allocated solely if the highest sustainable bid on the combination is higher than the total amount of the highest sustainable bids on the individual lots.
- 5.3 Bids can be placed in the form of a 'static bid' or 'proxy bid.' In a static bid, the User places a bid in the form of a fixed amount per Lot. In a proxy bid the User indicates the maximum price he is prepared to pay for the Lot. The auction system sees to it that, after outbidding by a third party, the minimally possible higher bid is introduced in the name of the User, as long as the maximum indicated by the User has not been reached. A proxy bid can be eliminated by the User solely by placing a static bid that at that moment is the highest bid.
- 5.4 The Purchase Agreement arises through Allocation. Allocation is generally given to the User who has made the highest Bid. By applying article 5.1, through conditions for allocation as included in the Specific Terms and Conditions of the Online Auction or for other reasons at the discretion of Troostwijk, a Lot can be allocated to a different User who has placed the highest sustainable Bid.
- 5.5 The Purchaser receives confirmation within 48 hours after the Auction has been closed (not including Saturdays, Sundays and holidays) by email on behalf of the Seller(s) that the Pur-chase Agreement has been made. If the User does not receive any e-mail within the period mentioned above, this means that his Bid has not been accepted. Troostwijk then has the right not to allocate or not to allocate under suspensive condition(s).
- 5.6 The risk of the Lot(s) is transferred to the Purchaser at the moment of Allocation.
- 5.7 Troostwijk is not a party to the Purchase Agreement but merely mediates in the creation of purchase agreements. The Auction takes place in the name of and for the account of the Seller. Troostwijk shall not be liable in respect of any warranty, representation, indemnity, covenant, undertaking, certificate, advice, valuation, defect, liability under any statute or legal principle or otherwise arising out of or in connection with the sale and purchase transaction contemplated by the Purchase Agreement.
- 5.8 If the auction is a forced sale, this will be reported in the Specific Terms and Conditions of the Online Auction.

Article 6. Guarantees, claims and indemnities

- 6.1 In respect of the Lots and possible claims of third parties to these, Troostwijk and/or the Seller will provide no single guarantee of whatever kind. The Purchaser waives all rights except those that are his by mandatory law.
- 6.2 The Lots are sold for what they are worth in the state in which they are found on the date of Allocation with all benefits and burdens attached thereto. The Purchaser is assumed to have carefully investigated the Lot bought by him beforehand. Troostwijk and/or the Seller do not give any indemnity of any kind for visible or hidden defects or any kind of guarantee in con-nection with completeness, numbers, functioning,



usability, saleability, the existence or non-existence of rights of third parties and/or the possibility of transfer to third parties. No right of discount, damages and/or any other remedies shall be available to the Purchaser with respect to defects of whatever kind or disappointed expectations of the Purchaser and/or receiving third parties.

6.3 The Purchaser indemnifies Troostwijk against every claim by a third party in connection with the Purchase Agreement.

Article 7. The Purchaser's payment obligations

- 7.1 The Purchaser has the obligation to transfer the Purchase Price to an account number to be indicated by Troostwijk within three days (not including Saturdays, Sundays and holidays) after confirmation of the Purchase Agreement. Payment should be made in euros or in another currency to be indicated by Troostwijk.
- 7.2 In the event of a late payment of the Purchase Price, an amount corresponding to 15% of the Purchase Price, being a forfeit amount for collection costs and/or extrajudicial costs will be charged to the Purchaser by Troostwijk. Further, in the event of late payment of the Purchase Price, interest will accrue on the outstanding amount according to Section 6 of the Swedish Interest Act, starting on the day on which the payment should have occurred until the day of effective payment.
- 7.3 Payments are intended first to decrease the costs, then the interest charges, then finally the Purchase Price.

Article 8. Viewing days, auction days, delivery days

- 8.1 Whoever enters the buildings and grounds on viewing days or on the day of delivery does so entirely at his own risk. The instructions of Troostwijk and/or persons called in by Troostwijk are to be followed. Troostwijk and the Seller do not accept any liability for damages arising from entering the buildings or grounds.
- 8.2 Each person attending shall be held liable for any damage caused by him during the viewing, auction, dismantling and removal.

Article 9. Delivery

- 9.1 If and as soon as the Purchaser has met all his payment obligations, the Purchaser can pick up the Lot(s) in question during the hours and at the place specified by Troostwijk, after having showed a proper identification. This is the Delivery. The Buyer is obligated to pick up the Lot(s) no later than the date specified in the Specific Terms and Conditions of the Online Auction. Troostwijk can stipulate that (a) certain Lot(s) can be picked up only after other Lots have been delivered.
- 9.2 If it appears that a Lot cannot be delivered because of claims by third parties or because of the fact that the delivery would cause unacceptable damage to the buildings or premises where the Lot is situated or for other reasons appears to be strongly objectionable, Troostwijk is authorized to terminate the Purchase Agreement. This termination occurs by e-mail and/or registered letter to the Purchaser at the address supplied by the Purchaser. Troostwijk and/or the Seller shall not be liable to pay damages or any other compensation to the Purchaser with respect to such termination.
- 9.3 The Purchaser whose Lot(s) hinder the picking up of other lots is obligated to see to it immediately after reception of an e-mail or other written documents from Troostwijk that the Lot(s) are picked up. The arranging of possible storage by third parties is at the Purchaser's own charge and risk.
- 9.4 The Purchaser is obligated to dismantle or demolish his Lot(s) and to pick them up. He is completely liable for damage done to the property of others in connection therewith. He is further obligated to indemnify Troostwijk and the Seller against all claims by third parties arising from the dismantling, demolishing and/or the picking up of the Lot(s).
- 9.5 During the dismantling, demolishing and picking of the Lot(s), the Purchaser is obligated to follow the instructions of Troostwijk and/or persons called in by Troostwijk.
- 9.6 The Purchaser is obligated to see to it that he or whoever takes care on his behalf of the dismantling, demolishing or transport has the proper required permits. Troostwijk and/or the Seller cannot be held accountable for the lack of the necessary documents and/or the infringement of governmental regulations in the dismantling, demolishing and/or transport by or on behalf of the Purchaser.
- 9.7 In situations in which it is/appears necessary to dismantle buildings for (an) allocated Lot(s), this can occur only through prior consultation with and written authorization from Troostwijk and under these terms and conditions set in the granting of permission.
- 9.8 If Troostwijk stipulates such, a deposit will be made in connection with possible damage to the buildings. If such damage occurs, the deposit will be applied to the payment for repair of the damage, subject to the obligation of the Purchaser to pay compensation for more damage. If no damage results, the deposit will be restored to the Purchaser.

Article 10. Termination

10.1 If the Purchaser does not fulfil any obligation in the Purchase Agreement, including (but not limited to): (i) not paying the Purchase Price or not paying it completely on time;



- (ii) not picking up the Lot(s) on time and/or
- (iii) not providing the information required before delivery,
- the Purchaser is legally in default without further notice of default being required, and Troostwijk can terminate the Purchase Agreement on behalf of the Seller. In that case Troost-wijk is free to allocate the Lot(s) to another party without Troostwijk and/or the Seller being liable for any damages.
- 10.2 In case of termination as intended in 10.1, the Purchaser in default must pay, in addition to the mark-up, a forfeit amount of 25 % of the Purchase Price to cover administrative, storage, insurance and transport costs, etc., subject to the right of Troostwijk and/or the Seller to demand complete compensation for damages.

Article 11. Liability

- 11.1 The liability of Troostwijk, if and insofar as the other remaining stipulations of the General Terms and Conditions of the Online Auction, the Terms and Conditions for the User and (if applicable) the Specific Terms and Conditions of the Online Auction are applied, will still be limited to the amount payable to Troostwijk under the liability insurance maintained by it with respect to the damage in question, or, if it is less, to the invoiced commission amount. This limitation does not apply in the event of deliberate or gross negligence by Troostwijk.
- 11.2 Troostwijk is not liable for indirect or consequential loss. Further, all liability of Troostwijk in connection with any defect in the Lot(s) or in respect of (alleged) infringement of the rights of (the intellectual property of) third parties is excluded. The Purchaser declares that he is familiar with the fact that, in respect of Lot(s), possible rights (of intellectual property) rest with third parties.
- 11.3 In consulting with third parties, Troostwijk will take the necessary caution into considera-tion. Troostwijk is also not liable for possible shortcomings of these third parties.

Artikel 12. Adjustments; Effect

- 12.1 If and insofar as any stipulation of the General Terms and Conditions of the Online Auction is null and void or is nullified, the remaining stipulations will remain undiminished in force.
- 12.2 Troostwijk can, in addition to these General Online Auction Terms and Conditions, declare the Specific Online Auction Conditions to be applicable. Notification of the Specific Online Auction Terms and Conditions will be made before the Auction. If and insofar as the Specific Online Auction Terms and Conditions are in contradiction with the General Terms and Conditions of the Online Auction, the Specific Online Auction Terms and Conditions will have preference.
- 12.3 Departure from these General Terms and Conditions of the Online Auction is permitted only if is fixed in writing by an authorized representative of Troostwijk.
- 12.4 Troostwijk reserves the right to amend these General Terms and Conditions of the Online Auction. Amendments will take effect 24 hours after these have been sent by e-mail to the User. These terms and conditions replace all previous general terms and conditions, unless explicitly stated otherwise by Troostwijk.

Article 13. Applicable law

- 13.1 Swedish law is applicable to these General Terms and Conditions of the Online Auction and the legal relationships that are associated with the Auction.
- 13.2 The English text of the General Terms and Conditions of the Online Auction is the original text. In the event that the General Terms and Conditions of the Online Auction are used in several languages, the English text will therefore be given preference in case of lack of clar-ity or contradictions.
- 13.3 Any dispute, controversy or claim arising out of or in connection with these General Terms and Conditions of the Online Auction and/or the legal relationships that are associated with the Auction, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce.

About Troostwijk

Did you know?

we organise auctions in 25 countrieswe have 1,6 million page views on a top day

The European Online Auctioneer and Valuer

1300 Auctions

Troostwijk conducts annually **1300** auction sales all over Europe

Statistics

- Every year we deal with 50.000 bidders
 - from 95 different countries
 - over 500.000 registrations

15 Countries

Troostwijk has own offices in 15 European countries

85 Years

Troostwijk is conducting auctions since 1930 and has 85 years of experience

www.TroostwijkAuctions.com