



**TROOSTWIJK**  
INDUSTRIAL AUCTIONEERS & VALUERS SINCE 1930

**ONLINE AUCTION**

## **Water Pumps (SE)** **Water pumps**

Virkesvägen 18 - 152 42 **Södertälje**  
(Machinery loc södertälje)

Closing date: Wednesday **20 DECEMBER** starting 14:00



### **Viewing:**

By appointment

Virkesvägen 18 - 152 42 Södertälje (Sweden)

*Bidding only on the internet!*

28-11-17 11.07

**[www.TroostwijkAuctions.com](http://www.TroostwijkAuctions.com)**



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INDUSTRIAL AUCTIONEERS & VALUERS SINCE 1930

## Wednesday 20 December 2017 Water Pumps

### Special Conditions

Closing date	Wednesday 20 December 2017 starting 14:00 CET
Viewing	By appointment
Company organising this Online Auction	TROOSTWIJK AB Box 337 33123 VÄRNAMO, Sweden Phone: + 46 370 50 11 51 E-mail: <a href="mailto:info@troostwijk.se">info@troostwijk.se</a>
Markup	18.00%
VAT	25.00%
Collection	By appointment
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.
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 code SEB SE6250 0000 0005 9378 2026 67 ESSESESS
General terms and conditions	In addition to these Specific Online Auction Terms and Conditions the General online Auction terms and conditions are applicable. In the event of a contradiction between the general terms and conditions of online auctions and these specific terms and conditions of online auctions, then these specific terms and conditions of online auctions shall prevail.
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.
Information VAT	Buyers from Sweden 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 Swedish VAT. This VAT amount cannot be refunded. Foreign buyers from countries not belonging to the European Community have to pay the legal Swedish 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 Swedish VAT.
Following lots	After registration and login, lots can be 'followed' via 'My Troostwijk'.
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. All lots without any bid will stay open until half an hour after the last closing time bid.
Lots without bid	All lots without any bid will stay open until half an hour after the last closing time bid.
Allocation	All lots are subject to allocation by client.  In case lots are sold "subject to allocation", this is mentioned in the bidding information. The highest bidders will be informed about the allocation within 48 hours after the auction closure.

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Lot	Number	Description	Starting Bid €
1	6	<b>Submersible pump (dewatering)</b> C.a.H Bombas, TM-55H, 7.5 hp, 5.5 kW, 3ph 380V, 50Hz, Q=1500 l/min, H= 40m	1,400.00
2	1	<b>Submersible pump (dewatering)</b> C.a.H Bombas, TM-37H, 5 hp, 3.7 kW, 3ph 380V, 50Hz	150.00
3	2	<b>Submersible pump (dewatering)</b> C.a.H Bombas, TM-22H, 3 hp, 2.2 kW, 3ph 380V, 50Hz, Q= 500 l/min, H= 27m	300.00
4	46	<b>4" Submersible water borehole/well motor</b> Soggia, 4M020M, 2 hp, 1.5 kW, 1ph, 230V 50 Hz 2850 RPM	2,000.00
5	31	<b>4" Submersible water borehole/well motor</b> Cadoppi, MG4-10T, 1 hp, 0.75 kW, 3ph, 400V 50 Hz, 2840 RPM	1,000.00
6	21	<b>4" Submersible water borehole/well motor</b> TEKNO, MO 4T 100, 0.5 hp, 0.37 kW, 3ph 400V 50Hz, 2810 RPM	700.00
7	100	<b>Self priming pump/Pool pump</b> Ircem, XI 08 MR, 0.8 hp, 0.8 kW, 1ph 230V, Q=40 l/min, H=42m	3,000.00
8	13	<b>Submersible pump (dewatering)</b> C.a.H Bombas, SM-300, 0.5 hp, 0.33 kW, 1 ph 220V, Q=160 l/min, H= 8 m	300.00
9	1	<b>Submersible pump (dewatering)</b> Cadoppi, Aquabon 100M, 1 hp, 0.75 kW, 1ph, 230V 50 Hz, 2" discharge	25.00
10	1	<b>Submersible pump (dewatering)</b> Cadoppi, Aquazan 100M, 1 hp, 0.75 kW, 1ph, 230V 50 Hz, 2" discharge	25.00
11	2	<b>5" Submersible pump (dewatering)</b> Cadoppi, Aqualift 180M, 1.8 hp, Q= 110 l/min, H= 80 m, 230V 50 Hz	50.00
12	11	<b>Submersible pump (dewatering)</b> C.a.H Bombas, SS-750T, 1 hp, 0.75 kW, 3 ph 380 V, 50 Hz, Q=300 l/min. H= 15m	300.00
13	3	<b>5" Submersible pump (dewatering)</b> Orlando S.r.l, ACUABIG 3/300, 2.4 kW, Q= 290 l/min, H=43 M, 3 ph, 400V 50 Hz, 2800 rpm	80.00
14	2	<b>5" Submersible pump (dewatering)</b> Orlando S.r.l, ACUATEC 80, 1.8 kW, Q= 105 l/min H= 75m, 1 ph, 230 V, 50 Hz 2800 rpm	50.00
15	1	<b>5" Submersible pump (dewatering)</b> Orlando S.r.l, ACUABIG 3/200, 1.9 kW, Q= 200 l/min, H = 45m, 3 ph, 400V 50 Hz, 2800 rpm	25.00
16	1	<b>5" Submersible pump (dewatering)</b> LEO, 5DWm2/6-0.9, 0.9 kW, 4.5 m3/h, H=23 m, 200-240V 50 Hz, 2900 rpm	15.00
17	113	<b>Submersible borehole/well pumps (no motor)</b> ASSORTED, 10 hp, 7.5 kW. - 5---7.5 hp, 3---5.5 kW. - 1---3 hp, 0.75---2 kW	5,500.00
18	66	<b>USED Submersible motors</b> ASSORTED, Different capacities	1,200.00
19	1	<b>4" submersible borehole motor new/15 pcs</b> Soggia S.r.l, 4M075T, 5.5 kW, 7.5 hp, 3 ph, 380/415V	750.00
		<b>All pumps</b> All pumps	



**TROOSTWIJK**  
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## General conditions Online Auction TroostwijkAuctions.com

### GENERAL AUCTION TERMS AND CONDITIONS FOR PURCHASERS

#### ARTICLE 2. APPLICABILITY

Acceptance: the statement by Troostwijk to the user that a Purchase agreement has been concluded, which statement is issued by sending an invoice.

Purchase: the actual delivery of the lot to the purchaser or the authorized parties of the purchaser within the time specified by Troostwijk.

Consumer: a natural person who trades primarily for use outside of the course of business operation as stipulated in the Swedish Consumer Sales Act (SFS1990:932) Section 1.

General Auction Terms and Conditions for Purchasers: these General Terms and Conditions.

Bid: each irrevocable bid on items placed by users on items on the website.

Combination of lots: a combination of lots that are auctioned under one lot number.

Transfer of ownership: the transfer of ownership and with that the owner's risk occurs at the allocation.

User: a natural or legal person of full age, who is legally competent with the power of disposition, who has registered on the website with the purpose to place a bid, or who wishes to be kept informed of items offered for sale by Troostwijk on behalf of the seller.

User agreement: the agreement between Troostwijk and the user, that is concluded by registration and that entitles the user to bid on lots placed on the website.

Lot: an item, or a number of items that are auctioned jointly (under one number).

Viewing day: a time period determined by Troostwijk where the purchaser is offered the opportunity to view and inspect the items to be purchased prior to the conclusion of the purchase agreement.

Purchase agreement: the sales agreement between the seller and the client of Troostwijk, respectively the purchaser.

Purchase price: the amount of the highest allocated bid, increased with the buyer's premium for the highest bid and the VAT owed.

Purchaser: the user to whom the lot has been allocated for which the bid has been accepted.

Client: the natural or legal person who instructed Troostwijk to broker in the sale of one or various items, to his own name and account or to the name and account of a third party, e.g. an executor.

Public Auction: an auction conducted by an auctioneer where Buyers may be present in person.

Buyer's premium: the auction costs invoiced to the purchaser to a percentage of the bid, increased with turnover tax.

Proxy bid: in a proxy bid, the user indicates what maximum price he is willing to pay for the lot. The auction system ensures that, after an overbid by a third party, the minimally higher bid is immediately placed on behalf of the user, as long as the maximum amount indicated by the user is not exceeded. The user can only cancel a proxy bid in the interim by placing a static bid that is the highest bid at that time.

Registration: the registration of the user on the website by correctly and fully filling out the registration form on the website.

Static bid: in a static bid the user places a bid in the form of a fixed amount for each lot.

Specific Auction Terms and Conditions for Purchasers: the terms and conditions that, next to, in addition to or in deviation of the General User Terms and Conditions and the General Auction Terms and Conditions, apply to participation in a specific auction, as stated on the website on the page of the auction concerned.

Allocation: the statement by Troostwijk that a lot or a combination of lots has been allocated, against payment of the purchase price, to the highest bidden

Troostwijk: Troostwijk Veilingen B.V. and / or its subsidiary / subsidiaries or affiliate(s), as stated on the website.

Auction: the public sale of movable items organized by

Troostwijk on the internet

Seller: the natural or legal person who wishes to sell items to the purchaser(s) through brokerage by Troostwijk.

**www.TroostwijkAuctions.com**



Website(s): the website [www.TroostwijkAuctions.com](http://www.TroostwijkAuctions.com), that is maintained by Troostwijk Veilingen B.V., with its registered office in Amsterdam, The Netherlands, and all other (future) websites registered or to be registered in the name of Troostwijk, that are used for the auction concerned.

Items: movable items that are auctioned, either jointly or not in one lot.

## ARTICLE 2. APPLICABILITY

2.1 The User Terms and Conditions apply to the relationship between the purchasers respectively the users on the one hand and Troostwijk on the other hand for the participation in auctions.

2.2 The applicability of other General Terms and Conditions than these Terms and Conditions, the General Auction Terms and Conditions, and (if applicable) the Specific Auction Terms and Conditions, is excluded.

## ARTICLE 3. THE AUCTION

3.1 Troostwijk reserves the right to cancel an auction, to terminate an auction prior to the time stated on the website, or to extend an auction. If there is a technical malfunction of the website, due to which the website is not fully accessible and / or inaccessible for all users, Troostwijk is entitled to extend the auction by 24 hours.

3.2 By registering, the user states to be aware of and to agree to the special circumstances of an internet auction and with the technical imperfections that could occur in such an auction. Troostwijk hereby excludes all liability for any damage whatsoever, directly and / or indirectly, that occurred in any manner, including, but not limited to, damage resulting from the use of the website, unless caused by intent or intentional negligence of Troostwijk. Specifically, Troostwijk does not accept liability for any damage whatsoever that occurs in any manner by and / or results from:

- Actions of the user that were allegedly suggested by information placed on the website; The impossibility to (fully) use the website and / or any malfunction of the website or of the underlying system;
- The noncompliance of the lots with the specifications stated on the website; The fact that the information on the website is untrue, incomplete or not current;
- Faults in the website's software and / or the underlying system;
- The unlawful use of systems, including the use of Troostwijk's website by a third party; • Actions of the seller after the user has concluded a purchase agreement with the seller.

## ARTICLE 4. ORGANIZATION OF THE AUCTION

1. The organization, preparation, execution and completion of the auction is carried out by Troostwijk.
2. Troostwijk is entitled, before or during the auction, without stating reasons:

- Not to acknowledge a bid as such;
  - To exclude one or more users from the auction; Combine items into lots, to divide lots and to withdraw lots from the auction;
  - To correct errors of Troostwijk in auctions or allocations, without a user being able to use these errors and / or derive any rights from these errors;
  - To take other measures that are required in Troostwijk's opinion.
1. Troostwijk is entitled, before and / or during the participation in certain auctions and / or bids on certain lots, to demand advance payment or any other form of security from the users, before proceeding to delivery or further delivery.
  2. The client and / or Troostwijk are entitled to add lots from another offerer to an auction.
  3. Troostwijk's judgment on what took place during the auction shall be binding.

## ARTICLE 5. BIDS; PURCHASE AGREEMENT

5.1 The user can place a bid on the website for one or more lots. Each bid is unconditional, irrevocable, and without any reservation. Troostwijk and / or the seller are entitled to refuse bids without stating reasons. Bids shall take place excluding buyer's premium and VAT. Troostwijk and / or the seller are entitled to place bids.

5.2 If multiple users declare to place a bid or to have made a bid jointly, they shall be jointly and severally liable for the obligations arising therefrom.



5.3 Troostwijk determines whether, when a bid was placed, such an error was made that the person who placed the bid will not be held to it. Users cannot derive any rights from the decision.

5.4 If a lot is also submitted to an auction in combination with one or more other lots, this shall be stated on the individual page of the lot on the website. In that case, a bid can first be placed on the individual lots of the combination and after all separate lots have been closed, on the combined lot. Individual lots shall only be allocated if the total amount of the highest bids to be allocated for the individual lots is higher than the highest bid to be allocated for the combination. The combination shall only be allocated if the highest bid to be allocated for the combination is higher than the total amount of the highest bids to be allocated for the separate lots.

5.5 Bids can be placed in the form of a "static bid" or a "proxy bid". In a static bid, the user places a bid in the form of a fixed amount for each lot. In a proxy bid, the user states which maximum price he is willing to pay for a lot. The auction system ensures that, after an overbid by a third party, the minimally higher bid is immediately placed on behalf of the user, as long as the maximum amount indicated by the user is not exceeded. The user can only cancel a proxy bid in the interim by placing a static bid that is the highest bid at that time.

5.6 The purchase agreement is created by allocation. Allocation is usually to the user who placed the highest bid. By applying the stipulations in article 5.1, pursuant to the award conditions in the Specific Auction Terms and Conditions or for other reasons, to the discretion of Troostwijk, the lot can instead be allocated to another user than the user who placed the highest bid to be allocated.

5.7 Within 48 hours after the auction has been closed (not counting Saturdays, Sundays and national holidays), the purchaser is informed by e-mail, on behalf of the seller(s), that the purchase agreement has been concluded. If the user does not receive an e-mail within this term, this means that his bid has not been allocated. Troostwijk is entitled not to allocate or to allocate under suspensive conditions / a suspensive condition.

5.8 Troostwijk is not a party to the purchase agreement, but only brokers in creating purchase agreements. If there is a forced sale, this shall be stated in the Specific Auction Terms and Conditions or on the auction page on the website.

5.9 If the auction takes place "before a civil-law notary or a court bailiff", this official shall supervise the auction and the bids and allocations in the auction.

5.10 The Buyer who is a private individual not acting as a professional or business man has the right to terminate the agreement without giving any reason within 14 days from the date the purchases have come into his possession. To exercise this right of withdrawal Troostwijk must be informed of the decision in order to terminate the agreement by receiving a written declaration by the buyer.

5.11 If the buyer applies for the right of withdrawal, Troostwijk will charge the buyer an amount of € 25 administration fee for each returned lot. The buyer also bears all costs associated with the returning of the goods purchased.

## ARTICLE 6. GUARANTEES, CLAIMS AND INDEMNIFICATIONS

6.1 Troostwijk and / or the seller shall grant no guarantees whatsoever concerning the lots and any claims by third parties. The purchaser waives all rights that do not vest in the purchaser under mandatory law.

6.2 Troostwijk and the seller shall make their best effort to attain the best completeness, correctness and clarity as possible of the description and photographs of a lot on the website, in auction catalogues, other auction brochures, advertisements and suchlike, without any liability for damage resulting from incorrect or incomplete descriptions, or without accepting other damage.

6.3 Any mains, cables or other connections, for the energy, controls or production on / in a lot, unless specifically stated otherwise in the Specific Auction Terms and Conditions, shall only be sold to the first circuit breaker, fitting or, alternatively, the identifying mark provided. Underground or built-in connections shall never form part of the lot, unless specifically stated otherwise in the Specific Auction Terms and Conditions.

6.4 The lots are sold 'as is' (befintligt skick) in the condition in which they exist on that date of allocation, with all connected benefits and burdens. Troostwijk and / or the seller grant no indemnification whatsoever for visible or hidden defects, nor do they provide any guarantee in connection to the completeness, required documentation, numbers, performance, saleability, the purpose for which the purchaser has purchased the items, the existence or non-existence of rights of or claims by third parties and / or the possibility to transfer items to third parties. If the purchaser is a Consumer, and the purchaser had the opportunity to be personally present at the time of sale are deemed to be sold in an "as is" condition (section 17 of the Swedish Consumer Sales Act).

6.5 Any defects of whatever nature, disappointed expectations of the purchaser and / or acquiring third parties give no right whatsoever to (damage) compensation and / or compliance to the purchaser or other third parties. The purchaser is assumed to have conducted a thorough investigation in advance of the lot he purchased.

6.6 If, concerning the items, there are claims by third parties under (intellectual or other) property rights including such rights of third parties as right to use, usufruct, right of retention, right to withhold performance, rescission and right of reclamation, respectively other claims by third parties that can or cannot be equated with these, that are being enforced, the purchaser is obliged to retain those items for those third parties, under the obligation to transfer those items to those third parties at Troostwijk's first request, respectively make other appropriate arrangements with any rightful claimants. If the items are returned undamaged at Troostwijk's first request, the purchaser is entitled to reimbursement of the purchase price paid for the items concerned, and the purchase agreement for those items shall be considered to be terminated, without Troostwijk and / or the seller being obliged to any (damage).



compensation towards the purchaser.

6.7 The purchaser indemnifies Troostwijk and / or the seller against any claims by third parties resulting from the purchase agreement concluded between the seller and the purchaser.

#### **ARTICLE 7. OBLIGATION TO INVESTIGATE USER 1 PURCHASER**

7.1 The purchaser shall be offered the opportunity to investigate the items prior to the conclusion of the purchase agreement on the viewing day.

7.2 Descriptions of the items and all information provided by or on behalf of Troostwijk, shall be given to their best knowledge and are only intended as an indication, without, however, Troostwijk and / or the seller guaranteeing the correctness thereof. If Troostwijk shows or provides a sample, model or an example, this is always only an indication. The capacities of the items to be delivered can derive no claims or rights from the aforementioned descriptions, samples, models, examples or other information. Troostwijk is entitled to correct inaccuracies in the verbal or written statements made by Troostwijk or on its behalf, and to correct any errors (during the auction or otherwise), without the purchaser deriving any rights from this. Troostwijk is not liable for any possible inaccuracies or incompleteness in the description of the items. The purchaser is not entitled to withdraw a bid, respectively terminate the purchase agreement, if it is shown that the item does not comply with the description thereof.

7.3 The purchaser — respectively the carrier engaged by the purchaser — is obliged to properly investigate the purchased items on purchase, as described further in article 10 of these Terms and Conditions. By signing the receipt for the purchased items the purchaser respectively the carrier explicitly accepts the items in their present condition, quantity and quality.

#### **ARTICLE 8. PAYMENT OBLIGATIONS OF THE PURCHASER**

8.1 The purchaser is obliged, within 48 hours of the confirmation of the allocation by the sending of the purchase agreement, to transfer the purchase price to the account number indicated by Troostwijk. Payment shall take place in euro's or in another currency to be indicated by Troostwijk.

8.2 If the purchase price is not paid on time, Troostwijk shall charge the purchaser 15% of the purchase price, as a lump-sum amount for collection costs and / or extrajudicial costs, increased with the statutory commercial interest on the amount still owed, increased by 3% annually, starting the day on which the payment was definitively due until the day of actual payment.

8.3 Payments shall first be used to deduct the costs, then the interest owed and finally the purchase price.

#### **ARTICLE 9. SECURITY**

9.1 The persons accessing buildings and premises on viewing days or on the purchase day, do so fully at their own risk. Persons are required to follow the instructions issued by the client, Troostwijk and / or third parties engaged by Troostwijk, to ensure the safety of all persons present.

9.2 The client and Troostwijk do not accept liability for damage in connection to accessing the aforementioned buildings and premises.

#### **ARTICLE 10. PURCHASE**

10.1 If and as soon as the purchaser has complied with all his payment obligations, the purchaser, at times and locations determined by Troostwijk, can pick up (or have picked up) the lot(s) concerned, showing valid proof of identity. This is considered the purchase. The purchaser is obliged to pick up the lot(s) no later than the date stated in the Specific Auction Terms and Conditions. Troostwijk can determine that a certain lot]certain lots can only be picked up after the purchase of other lots.

10.2 The purchaser himself is responsible for the correct and timely purchase of the purchased items. Troostwijk is responsible for the organization and coordination of the time of purchase of the items sold by the client.

10.3 If the purchaser refuses the purchase or fails to provide information or instructions required for the purchase, respectively has paid the purchase price, but has not collected the purchased items at the time and on the date determined by Troostwijk, Troostwijk will be authorized to store the purchased item(s) for the risk of the purchaser, such for a period of up to one month or a shorter period as communicated by Troostwijk in writing to the purchaser. If the purchaser still comes to collect the items, the purchaser shall pay the administrative, storage and insurance costs, with a minimum of €350.prior to collecting the item(s). After said period of one month, or after the shorter period communicated by Troostwijk, it is assumed that the purchaser has waived the ownership rights to the items and Troostwijk will be authorized to dispose of the items again. This article applies without prejudice to the right of Troostwijk to demand performance of the agreement at all times and, in compliance with article 12.2 to claim full compensation in the event that the purchaser is in default by operation of law due to a failure to fulfil any obligation arising from the purchase agreement.



10.4 The purchaser is responsible to ensure that all requirements, of whatever nature, concerning the exportation of items in a EU country or other country have been complied with. This means, among others, that the purchaser has to comply with the legislation and regulations of the country concerned for the payment of taxes and charges and the required documents, and if necessary, that he obtains the required permission. If the items are to be transported, the client, respectively the purchaser, shall be recorded on the underlying transport or customs documents as sender, respectively recipient, of the items, not Troostwijk.

10.5 The transfer of ownership and with that the owner's risk occurs at the allocation. The purchase consists of — at a time / times to be determined by Troostwijk — placing the purchased items at the disposal of the purchaser. The purchase, or, as the case may be, the transfer shall take place under the resolute condition that the full purchase price and any other amounts possibly owed by the purchaser, have been paid by the purchaser and — in case of the sale of one or more items by order of a trustee — under the resolute condition that the consent of the Supervisory Judge has been obtained for concluding the purchase agreement.

10.6 If it is necessary to disassemble the purchased items for the purchase, the purchaser shall do so, to his own account and risk, in an expert manner. The purchaser is only entitled to disassemble items not connected to items purchased by the purchaser after obtaining explicit permission in writing from Troostwijk and / or the seller. The purchaser is liable for damage caused during or in the scope of the purchase and shall indemnify Troostwijk and / or the seller for claims of third parties in connection hereto.

10.7 The purchaser shall require the explicit permission from Troostwijk and / or the seller to use his own fork-lift truck to move and / or load the lot. The purchaser is aware of the relevant legislation and regulations such as the Machinery Decree, the Health and Safety legislation and the NEN-EN standards and has a valid liability insurance for the fork-lift truck. The purchaser is at all times responsible and liable for safe use of the fork-lift truck at the auction location.

10.8 If it becomes apparent that a lot cannot be delivered due to claims of third parties or due the fact that the purchase could cause unacceptable damage to the buildings or the premises, in or to which the lot is located, respectively be extremely onerous, Troostwijk is entitled to terminate the purchase agreement. This termination shall take place by e-mail and / or registered mail to the purchaser to the address stated by the purchaser, after which Troostwijk and / or the seller is/are only obliged to reimburse the purchaser for the amount already paid by the purchaser for the amounts already paid for the purchase of the lot(s).

10.9 The purchaser whose lot(s) obstructs/obstruct picking up other lots, is obliged, immediately after having been notified thereof by Troostwijk by e-mail and / or notice at the address stated by the purchaser, to ensure that this lot/these lots are picked up. If he fails to do so, Troostwijk is entitled to have this pick-up and possible storage effected by third parties, to the account and risk of the purchaser.

10.10 Troostwijk is not responsible for the removal / disposal of waste. The Buyer is responsible for this, except in case that Troostwijk has been explicitly requested to undertake this work at buyer's expense.

10.11 Troostwijk will inform the buyer about the presence of waste as soon as Troostwijk is aware of it during the execution of the agreement.

#### ARTICLE 11. PERSONAL/BUSINESS DETAILS OF THE SELLER/THIRD PARTY

11.1 The seller and the purchaser agree that the personal and / or business details of the seller or a third party that may be present on or in a lot explicitly do not form part of the purchase agreement. The purchaser is obliged, if and to the extent that personal and / or business details are present in a lot after an auction, to inform Troostwijk accordingly forthwith, and in an occurring case to provide his unconditional cooperation, at first request, to submit to the seller these personal and / or business details, respectively destroy these details. Except under the aforementioned obligation, the purchaser shall hold these details confidential and the purchaser shall not be allowed to use (or have used) these details, to provide (or have provided) these details to third parties, or grant third parties access to these details.

#### ARTICLE 12. TERMINATION

12.1 If the purchaser fails to comply with any obligation under the purchase agreement, including (but not limited to):

- nonpayment, respectively failure to pay on time, of the purchase price;
- failure to pick up the lot(s) in time, and / or;
- failure to provide the information or documents required for the purchase; the purchaser is in default by operation of law and the seller is authorized to terminate the agreement with the purchaser by giving written notice, without being liable to pay any compensation (for damages) to the purchaser and/or to sell the purchased goods to one or more third parties immediately without prejudice to the right of Troostwijk and/or the seller to claim (additional) damages. The above also applies if, after the conclusion of the purchase agreement, Troostwijk or the seller becomes aware of circumstances which give the seller and/or Troostwijk good reasons to fear that the purchaser will not fulfil its obligations, in the event of bankruptcy or suspension of payment of the purchaser, if Troostwijk has asked the purchaser to provide security for the fulfilment and this security is not provided or is insufficient, or if the purchaser is otherwise in default and fails to fulfil its obligations under the purchase agreement. The purchaser shall pay compensation for any and all damage caused by its failure, incurred by both Troostwijk and the seller, to Troostwijk. In the event of dissolution as referred to in this article 12.1, the purchaser will not acquire a right to the premium, insofar as it has already been paid to Troostwijk by the purchaser.



12.2 If circumstances arise with regard to people and / or materials used by Troostwijk or which Troostwijk is in the habit of using in the performance of the purchase agreement, which are of such nature that the performance of the purchase agreement becomes impossible or so cumbersome and/or disproportionately costly, that it would no longer be reasonable to demand performance of the purchase agreement, Troostwijk is entitled to dissolve the purchase agreement without any obligation to pay compensation (for damages) to the purchaser.

12.3 After the title to the purchased items has passed to the purchaser, the purchaser can no longer claim dissolution or annulment of the purchase agreement. If a third party is interested in the careful removal of all or part of the item and this removal would, in the opinion of Troostwijk, jeopardize or permanently damage the building and / or for any other reason, the seller and Troostwijk will be authorized to dissolve the purchase agreement on behalf of the seller, without being required to pay any compensation, by means of a written statement to the purchaser. In such a case, Troostwijk and the seller shall only be required to refund the purchase price received by Troostwijk and, insofar

as an invoice has been sent by Troostwijk to the purchaser for the item(s) concerned, to credit the invoice by sending a credit note.

12.4 If, prior to delivery and / or purchase, circumstances occur which render the delivery or purchase of the item impossible due to force majeure on the part of the seller or Troostwijk, for example due to fire, theft or natural force damage, the seller and Troostwijk will be authorized to dissolve the agreement without being required to pay compensation, by means of a written notice to the purchaser. In such a case, Troostwijk and the seller shall only be required to refund the purchase price received by Troostwijk and, insofar as an invoice has been sent by Troostwijk to the purchaser for the item(s) concerned, credit the invoice by sending a credit note.

12.5 In the event of termination referred to in Article 12.1, the defaulting purchaser is required to pay a flat rate of 25% of the purchase price to cover administrative, storage, insurance and transport costs, etc., subject to the right of Troostwijk and / or seller to claim full compensation.

#### ARTICLE 13. LIABILITY

13.1 Troostwijk's liability that remains after application of the other stipulations in these General Auction Terms and Conditions, the General User Terms and Conditions and (if applicable) the Specific Auction Terms and Conditions, shall always be limited to the amount that can be claimed from Troostwijk's liability insurance. In the event that the liability insurance of Troostwijk does not cover the event the liability of Troostwijk will be limited to € 5000,-.

13.2 Troostwijk is not liable for any consequential damage such as — but non-exhaustive — damage in the form of loss of profit or unsaleability of the items.

13.3 Any liability of Troostwijk in connection to any default to the lot(s), or in connection to an (alleged) violation of the rights of (intellectual property of) third parties is excluded. The purchaser states to be aware that possible rights of (intellectual property of) third parties can be vested in third parties.

13.4 Each claim right of the purchaser on Troostwijk and / or the seller shall cease to have effect after expiry of 2 weeks after the items have been delivered or made available to the purchaser under the agreement, unless the purchaser has instituted proceedings at the competent court within this term. If the purchaser is a Consumer and has a legitimate claim despite what is stipulated in article 6.4, the purchaser must make his / her claim within reasonable time from the moment he / she noticed or should have noticed the reason for making the claim.

13.5 Troostwijk and / or the seller do not indemnify the purchaser for visible or hidden defects, nor grant any guarantee in connection to the completeness, required documentation, numbers, performance, saleability, the purpose for which the purchaser has purchased the items, the existence or non-existence of rights of or claims by third parties and / or the possibility to transfer items to third parties. Any defects of whatever nature, disappointed expectations of the purchaser and / or acquiring third parties give no right whatsoever to (damage) compensation and / or compliance to the purchaser or other third parties. If there is nonconformity as referred to in section 16 of the Swedish Consumer Sales Act, the exclusion of liability in this article 13.5 to the extent that this applies to the seller, shall not apply if there is a purchase agreement concluded with a Consumer, unless there is force majeure from the seller and / or if the purchaser does not submit a complaint within reasonable time from the moment he / she noticed or should have noticed the reason for making the claim.

13.6 Troostwijk and / or the seller are not liable for damage and consequential damage — personal injury or damage to another item than the purchased item — beyond what is stipulated in paragraph 6 of the Swedish Product Liability Act (Produktsansvarslagen).

13.7 Without prejudice to the other stipulations in this article 13, the liability of Troostwijk and the seller shall apply to the following:

- Troostwijk and / or the seller shall not be liable for damage to persons or items that occurred or were caused prior to the conclusion of the purchase agreement;
- Troostwijk and / or the seller shall not be liable for damage to, caused by or in connection to the purchased items, including the loss of the purchased items;
- Troostwijk and / or the seller shall not be liable for visible and hidden defects of the purchased items. The purchaser shall have to investigate this within the scope of the inspection described in article 7 of these terms and conditions, whilst the purchaser is also obliged to inform Troostwijk by return mail after discovering any imperfections, defects, deviations and suchlike. If the purchaser fails to do so, the consequences thereof shall be to the account of the purchaser;
- Troostwijk and / or the seller shall not be liable for noncompliance of the purchased items with European directives, legal provisions and other legislation and regulations, including legislation and regulations in the area of promoting employee workplace safety;
- Troostwijk and / or the seller shall not be liable for damage caused by and / or resulting from environmentally damaging or hazardous substances in



or on the purchased items; Troostwijk and / or the seller shall not be liable for damage caused within the scope of an internet auction, as a result of computer malfunctions, including also defects and / or malfunctions of hardware and / or software. Troostwijk and the seller are therefore, among others, not liable for damage if the purchaser is unable to place a bid due to a computer malfunction.

- Troostwijk and / or the seller shall not be liable for damage caused within the scope of an internet auction, as a result of any viruses spread through the auction website or other unlawful programs or files.
- Troostwijk and / or the seller shall not be liable for damage caused by incorrect, outdated and / or incomplete information, whether or not this is stated on Troostwijk's website and / or on websites that can be accessed by clicking on links to other websites referred to on Troostwijk's website; and Troostwijk cannot guarantee that the seller is actually entitled to sell the items and that these items are not encumbered by restricted rights, other restrictions or intellectual property rights of third parties.
- Troostwijk shall not be liable for damage suffered and to be suffered by the purchaser, including any consequential damage, if this concerns the seller's lack of power of disposition to sell, other restrictions and / or intellectual property rights by third parties in connection to the items.

13.8 The liability restrictions in these Terms and Conditions of Troostwijk, respectively the seller, shall not apply if the damage can be attributed to intent or gross negligence by Troostwijk, respectively the seller, or their managers and / or employees, respectively the auxiliary staff employed by Troostwijk, respectively the seller.

13.9 The purchaser hereby understands that the purchaser cannot make Troostwijk and / or the seller liable beyond what is stipulated in the General Auction Terms and Conditions, and in mandatory Swedish law, e. g. the Swedish Consumer Sales Act.

#### ARTICLE 14. EXECUTION

14.1 If this concerns a forced sale, the purchaser cannot appeal to the fact that the acquired object is not free from encumbrances or restrictions with which it should not have been burdened or that the acquired object is not in conformity with the agreement, unless the seller was aware of one of these facts.

#### ARTICLE 15. ADAPTATIONS; EFFECT

15.1 If and to the extent that any stipulation of the General User Terms and Conditions is invalid or nullified, the other stipulations of the General User Terms and Conditions shall remain in full force. Troostwijk shall then establish a new stipulation to replace the invalid/nullified stipulation, which shall take into account to the fullest extent possible the meaning of the invalid/nullified stipulation.

15.2 Apart from these General Auction Terms and Conditions, Troostwijk can make Specific Auction Terms and Conditions applicable. Purchasers shall be informed of the Specific Auction Terms and Conditions in advance. If and to the extent that the Specific Auction Terms and Conditions are contrary to the General Auction Terms and Conditions, the Specific Auction Terms and Conditions shall apply.

15.3 Deviations from these General Auction Terms and Conditions are only possible if this has been confirmed in writing by a competent representative of Troostwijk.

15.4 Troostwijk reserves the right to change these Terms and Conditions of Auction. Changes take effect 24 hours after they have been sent by email to the user. These terms and conditions replace all previous general terms and conditions, unless explicitly stated otherwise by Troostwijk.

#### ARTICLE 16. APPLICABLE LAW

16.1 The laws of Sweden shall apply to these General Auction Terms and Conditions and the legal relationships created by the auction.

16.2 The Dutch text of the General Auction Terms and Conditions is the original text. If the General Auction Terms and Conditions are used in other languages, in case of lack of clarity or inconsistencies, the Dutch text shall therefore prevail.

16.3 The District Courts of Sweden (without prejudice to the right of appeal and without prejudice to the legal stipulations to the contrary) is competent, excluding any other authorities, to rule in disputes resulting from these terms and conditions and / or the auction. For each individual dispute, the proper District Court shall be determined by chapter 10 of The Swedish Code of Judicial Procedure (Rättegångsbalk).

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### 85 Years

Troostwijk is conducting  
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