

ONLINE AUCTION

Abverkauf ehemals TEREX-DEMAG Werk Luisenthal (DE) Metal working machines

Suhler Str.7 F - 99885 **Ohrdruf** (Standort Ohrdruf)

Closing date: Thursday 16 AUGUST starting 16:00



Viewing: By appointment Suhler Str.7 F - 99885 Ohrdruf (Germany)

Bidding only on the internet!

03-08-18 14.39



Thursday 16 August 2018 Abverkauf ehemals TEREX-DEMAG Werk Luisenthal

Special Conditions

Closing date	Thursday 16 August 2018 starting 16:00 CET
Viewing	By appointment Standort Ohrdruf
	Suhler Str.7 F
	99885 Ohrdruf, Germany
Company organising this Online	Troostwijk Auktionen GmbH & Co. KG
Auction	Stolberger Straße 313 50933 Köln, Germany
	Phone: +49 221 69066-0
	Fax: +49 221 69066-10
	E-mail: info@troostwijk.de
Markup	18.00%
VAT	
Collection	Thursday 23 August from 08:00 until 14:00 CET Standort Ohrdruf
	Suhler Str.7 F
	99885 Ohrdruf, Germany
Collection details	The buyer is fully responsible for the dismantling, loading and transportation of the
	bought lots. Troostwijk Auktionen GmbH & Co. KG cannot accept any responsibility
	unless indicated otherwise. The collection/pick-up will only take place on the mentioned delivery date/time and address. Please show your purchase agreement
	upon collection.
Information VAT	Buyers from Germany 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 German VAT. This VAT amount cannot be refunded. Foreign buyers from countries not
	belonging to the European Community have to pay the legal German 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
Devine ent	the paid German VAT.
Payment	Your immediate bank payment is required within 48 hours after receipt of the purchase agreement (proforma invoice). Please state your buyer number and the
	auction name.
	Troostwijk Auktionen GmbH & Co. KG
	Deutsche Bank AG, Frankfurt
	Account no.: 802 731 001 Bank code: 500 700 10
	IBAN: DE89 5007 0010 0802 7310 01
	SWIFT: DEUTDEFF
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.
Combinations	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
Follow lots	is sold it overrules the individual bids, if not the individual bids are applicable. After registration and login, lots can be 'followed' via 'My Troostwijk'. This option has
	been constrained to a maximum of 100 lots per user per auction.
Subject to allocation and minimum	
prices	have been set! The seller of the machines will be informed about the highest bids
	after the end of the auction sale. He will then decide if the lots will be sold for the



	prices realized. Each client will be informed latest 2 work days after the end of the online auction whether his bid is accepted or not. During these days all bids are binding. If a lot is sold under reserve or if you should not have met the minimum/reserve price yet, this is mentioned below the starting bid.
Terms and Conditions of Sale	For the auction the General Terms and Conditions of Online Auction are applicable concerning the (possible) purchase of movable assets, in addition to these Special Conditions.
Contact	e-mail: info@troostwijk.de, phone: +49-221-690660
Quantity, capacity, dimensions and weight of goods	Where a lot description contains details of quantities, capacities, dimensions or weights of the goods, these data are indicative only and no rights can be derived from this information. Bidders must satisfy themselves as to the accuracy of such data. Although the information contained herein was obtained from resources deemed reliable, the seller and Troostwijk make no warranty, expressed or implied as to the accuracy of the information.

Starting	Bid	€
otarting	Bid	

1	2	Cable Press Klauke, EK 22, Cable Press	1,000.00
2	5	Cable Press Klauke, EK 22, 2 x cable Press Klauke EK 22 and 3x cable Press Peter's EPG	2,250.00
3	5	Cable Scissors Klauke, ESG 50, Cable Scissors	3,000.00
4	2	Cable Scissors Klauke, ESG 50, Cable Scissors	1,300.00
5	10	Cable Press Klauke, EK 22, Cable Press	4,000.00
6	10	Cable Scissors Klauke, ESG 50, Cable Scissors	5,500.00
7	1	Winch Planeta, E40/PLA-180 B, Winch	280.00
8	1	Winch Planeta, E40/PLA-180 B, Winch	280.00
9	1	Winch Planeta, E40/PLA-180 B, Winch	280.00
10	8	Winch Dual lift, serial number L215998, Winch	4,000.00
11	2	Winch Dual lift, serial number L215998, Winch	1,300.00
12	4	Winch Dual lift, serial number L215998, Winch	2,400.00
13	1	Chain hoist Star Liftket, year built 2007, Chain hoist; without chain; pictures similar; without charger and other equipment	320.00
19	1	Oven Matair, Oven; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	10.00
20	1	Welding torch guide VEB, year built 1982, serial number 037231, Welding torch guide; (Location Ernst- Thälmann-Straße 7 99885 Luisenthal)	10.00
35	1	Storage cabinet with content Stumpf, Storage cabinet with content; metal; 1 door; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	20.00
39	1	Straightening plate Straightening plate; metal; dimensions approx 1.000 x 1.000 mm; earing block; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	80.00
43	1	Welding work table Welding work table; metal; drawer; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	10.00
44	1	Welding table with suction device Beck, BE.TI 80 D/M, year built 1989, serial number 8901, Welding table with suction device; volume flow 1.800 m ³ /h weight 130 Kg; chair; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	120.00
45	1	Welding table with suction device Beck, BE.TI 80 D/M, year built 1989, serial number 8901, Welding table with suction device; volume flow 1.800 m ³ /h weight 130 Kg; chair; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	120.00
56	1	Tapping holder Tapping holder; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	10.00
58	1	Shear Scherenbau Naumburg, ScDH4, Shear; cutting capacity 7 mm; mounted on straightening plate; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	100.00

63	1	Straightening plate with bending device Straightening plate with bending device; metal; dimensions approx 1.000 x 1.000 mm; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	300.00
66	1	Storage cabinet with content Storage cabinet with content; metal; 2 doors; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	100.00
70	1	Double ended grinder LES, SE 2x 400, year built 1968, serial number 9583, Double ended grinder; grinding wheel diameter 400 mm; weight approx 370 Kg; power 4 kW; (Location Ernst-Thälmann- Straße 7 99885 Luisenthal)	200.00
73	1	Workbench with storage cabinet Workbench with storage cabinet; vice; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	30.00
74		MIG/MAG welding machine ESS, Ecomag 404, serial number 1297064, MIG/MAG welding machine; welding power 30 - 400 A; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	500.00
75	1	Storage rack Storage rack; 6 levels; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	10.00
76	1	Electric engine Helmke, DOR 180L -4 - 157, Electric engine; power 22 kW; weight 182 Kg; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	150.00
78	1	Stud welding unit TRW, NCD 100 SA, year built 1994, serial number 9442117, Stud welding unit; suction unit Esta SRFT 2; yearbuilt 1998; transport trolley; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	250.00
81	1	Crane bridge Demag, 8.000 Kg, serial number 14990292, Crane bridge; spane approx 24.000 mm; max. load capacity 8.000 Kg; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	2,500.00
85	1	Equipment for welding robot ESAB, Equipment for welding robot; stocked on pallet; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	300.00
89	1	Lot wheels Lot wheels; various types; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	20.00
94	1	Lot hydraulic hoses Lot hydraulic hoses; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	100.00
95	1	Lot electric cables Lot electric cables; various cross sections and lengths; incl. box; (Location Ernst- Thälmann-Straße 7 99885 Luisenthal)	200.00
96	1	Lot cable channels Bär, HK 12/5, year built 2008, Lot cable channels; approx 8 pieces; cable bridge; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	80.00
97	1	Lot spare parts Lot spare parts; consisting of double ended grinder; ball bearings; brazed turning tools; and more; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	90.00
98	1	Lot acetylene removal point Lot acetylene removal point; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	100.00
99	1	Robot monitoring system Pieper, Robot monitoring system; consisting of 2x cameras; 2x monitors; (Location Ernst- Thälmann-Straße 7 99885 Luisenthal)	10.00
101	3	Electromagnet Lapp, Electromagnet; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	300.00
103	1	Lot spare parts Lot spare parts; consisting of hydraulic connectors; ports; valves; and more; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	100.00

Starting Bid €

Sta	rting	Bid	€
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104	 Lot spare parts Lot spare parts; consisting of cylinders; valves; and more; (Location Ernst-Thälmann- Straße 7 99885 Luisenthal) 	80.00
105	 Lot spare parts Lot spare parts; consisting of springs; brazed turning tools; spring balancers; and more; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal) 	120.00
106	 Lot electric cables Lot electric cables; various cross sections and lengths; incl. box; (Location Ernst- Thälmann-Straße 7 99885 Luisenthal) 	300.00
107	 Lot electric cables Lot electric cables; various cross sections and lengths; incl. box; (Location Ernst- Thälmann-Straße 7 99885 Luisenthal) 	300.00
108	 Crane bottom bracket RIW, E6, year built 2011, serial number 1975525/11, Crane bottom bracket; load capacity 16.000 Kg; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal) 	500.00
112	 Pump Wernert, SP 300/350, Pump; flow rate 1.200 m³/h; speed 985 min-1; flow height approx 28.500 mm; power 118/160 kW; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal) 	600.00
113	 Pump Wernert, NKP 50-250 F, Pump; lime milk pump; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal) 	300.00
114	2 Pump Pump; 1x KWE KB 150; yearbuilt 1994; power 4,5 kW; 1x KWE KSI.5; yearbuilt 1994; power 4,4 kW; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	500.00
115	 Storage rack with content Storage rack with content; 2 fields; 6 levels; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal) 	50.00
116	 Control line unshielded Igus, Chainflex PVC 25 x 1,0, Control line unshielded; on cable drum; (Location Ernst- Thälmann-Straße 7 99885 Luisenthal) 	100.00
117	 Cable cutting scissors Lapp, 50/030, year built 1992, serial number 0475, Cable cutting scissors; measuring unit; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal) 	80.00
118	 Suction unit Esta, 9RF T 4, year built 1996, Suction unit; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal) 	20.00
119	 Hydraulic unit Demag, Hydraulic unit; mounted on transport trolley; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal) 	150.00
120	 Lot welding equipment Lot welding equipment; consisting of hoses package; welding electrodes; and more; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal) 	100.00
121	 Lot welding equipment Lot welding equipment; consisting of welding wire; welding electrodes; and more; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal) 	100.00
126	 Double ended grinder LES, SF 400, year built 1962, serial number 3955, Double ended grinder; grinding wheel diameter 400 mm; weight approx 340 Kg; power 3,5 kW; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal) 	200.00
135	4 Transport trolley Transport trolley; 1x bottel transport trolley; 3x welding wire transport trolley; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	10.00

1	38	1	Trolley VEB, BEM 1, year built 1983, serial number 9043, Trolley; (Location Ernst-Thälmann- Straße 7 99885 Luisenthal)	100.00
1	47	1	Sheet gripping Sheet gripping; 0-20 mm; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	50.00
1	55	2	Sheet gripping Sheet gripping; 0-13 mm, max. load capacity 750 Kg; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	50.00
1	63	1	Lot hydraulic hoses Lot hydraulic hoses; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	20.00
1	65	1	Lot bearing blocks Lot bearing blocks; metal; approx 8 pieces; various sizes; (Location Ernst-Thälmann- Straße 7 99885 Luisenthal)	300.00
1	68	1	Lot crane eyelets/ hooks Lot crane eyelets/ hooks; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	100.00
1	70	1	MIG/MAG welding machine ESAB, LAW 400 W, MIG/MAG welding machine; without hosepack; (Location Ernst- Thälmann-Straße 7 99885 Luisenthal)	150.00
1	72	1	MIG/MAG welding machine ESAB, LAH 500, MIG/MAG welding machine; without hosepack; (Location Ernst-Thälmann- Straße 7 99885 Luisenthal)	100.00
1	73	1	Welding transformer VEB, RGSA-315-1, year built 1977, Welding transformer; (Location Ernst-Thälmann- Straße 7 99885 Luisenthal)	150.00
1	74	1	Welding transformer VEB, Welding transformer; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	150.00
1	80	3	Hazardous material collection tray Hazardous material collection tray; various sizes; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	60.00
1	81	1	Stacker with hitch Stacker with hitch; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	10.00
1	82	1	Storage cabinet Storage cabinet; metal; 2 doors; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	10.00
1	85	1	Storage rack Storage rack; metal; 3 levels; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	10.00
1	86	1	Heavy shelf rack Heavy shelf rack; 2 stands; approx 10 traverses; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	20.00
1	87	1	Double ended grinder LES, SE 2x 400, year built 1967, Double ended grinder; grinding wheel diameter 200 mm; weight approx 370 Kg; power 4 kW; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	200.00
1	89	1	Straightening plate Straightening plate; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	80.00
1	91	1	Chain stand Chain stand; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	30.00
1	93	1	Lot bearing blocks Lot bearing blocks; metal; approx 7 pieces; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	100.00
1	96	1	Coordinate flame cutting machine ESAB, PXC 15, year built 1991, serial number 28975, Coordinate flame cutting machine; suction unit Torit; cutting table; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	1,500.00
1	97	1	Storage cabinet with content Storage cabinet with content; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	400.00

198	1	Balancer Powermaster, Balancer; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	20.00
199	1	Lot bearing blocks Lot bearing blocks; approx 25 pieces; 2x material transport trolley; (Location Ernst- Thälmann-Straße 7 99885 Luisenthal)	800.00
200	1	Welding robot with supply and discharge conveyor ESAB, A6, Welding robot with supply and discharge conveyor; welding machine ESAB LAH 500; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	1,500.00
201	1	Lot bearing blocks Lot bearing blocks; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	500.00
202	1	Powered roller conveyor Powered roller conveyor; lenth approx 28.000 mm; width approx 1.500 mm; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	3,500.00
203	1	Powered roller conveyor Powered roller conveyor; lenth approx 35.000 mm; width approx 1.500 mm; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	3,800.00
204	2	Roll buck Roll buck; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	300.00
205	1	Material transport trolley Material transport trolley; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	250.00
206	3	Roller conveyor Roller conveyor; length approx 1.500 mm; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	100.00
207	1	Cantilever rack Lista, year built 2000, Cantilever rack; 7 stands; 3 levels; max. load capacity 2.000 Kg; loading on both sides; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	400.00
208	1	Lot Material Lot Material; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	200.00
209	1	Cutting torch with table VEB, T02, Cutting torch with table; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	100.00
210	1	Double ended grinder Rema, DS40/400, year built 1997, serial number 77006, Double ended grinder; grinding wheel diameter 400 mm; weight approx 340 Kg; power 3,0 kW; (Location Ernst-Thälmann- Straße 7 99885 Luisenthal)	200.00
211	1	Workbench Workbench; metal; vice; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	50.00
212	2	Assembly trolley Stahlbau Seidel, Montagewagen, year built 2009, Assembly trolley; load capacity 8.000 Kg; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	800.00
213	2	Assembly trolley Stahlbau Seidel, Montagewagen, year built 2009, Assembly trolley; load capacity 3.000 Kg; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	600.00
214	1	Storage rack Storage rack; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	100.00
215	2	Assembly trolley Assembly trolley; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	600.00
216	2	Assembly trolley Stahlbau Seidel, Montagewagen, year built 2009, Assembly trolley; load capacity 3.000/ 8.000 Kg; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	800.00
217	2	Assembly trolley Stahlbau Seidel, Montagewagen, year built 2009, Assembly trolley; load capacity 3.000/ 8.000 Kg; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	800.00

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218	3	Assembly trolley Stahlbau Seidel, Montagewagen, year built 2009, Assembly trolley; load capacity 3.000/ 8.000 Kg; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	1,000.00
221	1	Double ended grinder LES, SE 2 x 400, year built 1966, Double ended grinder; grinding wheel diameter 400 mm; weight approx 370 Kg; power 4 kW; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	150.00
222	1	Portal crane system Demag, EKDR 10, year built 2014, Portal crane system; consisting of steel construction; screwed; 2x single-girder suspension crane; max. load capacity 12.500 Kg; radio controlled; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	20,000.00
227	1	Storage cabinet Storage cabinet; metal; 2 doors; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	30.00
231	1	Double ended grinder VEB, Double ended grinder; grinding wheel diameter 400 mm; weight approx 340 Kg; power 3,5 kW; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	150.00
234	1	Robot welding system IGM, year built 1999, Robot welding system; consisting of carriage KLAD; 2x welding robot; control cainet; touch panel; light barrier system; welding unit Fronius; (Location Ernst- Thälmann-Straße 7 99885 Luisenthal)	1,500.00
236	2	Hydraulic push cylinder Duplomatic, Hydraulic push cylinder; (Location Ernst-Thälmann-Straße 7 99885 Luisenthal)	100.00
242	1	Bale tongs/ staple Kaup, 1,5 T 413 6, year built 1996, Bale tongs/ staple; weight approx 515 Kg; max. load capacity approx 500 Kg; (Location Krügelsteinstr. 1 99885 Ohrdruf)	600.00
243	1	Double ended grinder Elbtalwerk, LSLW STA, Double ended grinder; (Location Krügelsteinstr. 1 99885 Ohrdruf)	600.00
244	1	Lot firebricks Lot firebricks; 28 lots; (Location Krügelsteinstr. 1 99885 Ohrdruf)	2,500.00
245	1	Heat exchanger WK 61, year built 1990, Heat exchanger; power 98 kW; power engine 3,6 kW; max. operation 120° C; pressure 16 bar; (Location Krügelsteinstr. 1 99885 Ohrdruf)	150.00
246	1	Heat exchanger WK 61, year built 1990, Heat exchanger; power 98 kW; power engine 3,6 kW; max. operation 120° C; pressure 16 bar; (Location Krügelsteinstr. 1 99885 Ohrdruf)	150.00
248	1	Pavement saw Weber, SM 82-3, year built 1993, Pavement saw; working weight 131 Kg; (Location Suhler Str. 7 99885 Ohrdruf)	200.00
250	1	Container - spreader Kaup, 4 T 192 E, year built 2009, Container - spreader; very good condition; with 4 hinged flippers; telescopic on 3 and 6 m; max. load capacity 6.000 Kg; (Location Suhler Str. 7 99885 Ohrdruf)	2,000.00
251	1	Grave roll Rammax, PW 1404- HS, year built 1995, Grave roll; diesel; Hatz engine; (Location Suhler Str. 7 99885 Ohrdruf)	500.00
257	1	Centrifugal pump in container CAT, Centrifugal pump in container; with CAT engine 3208 V8; power 124 kW; (Location Suhler Str. 7 99885 Ohrdruf)	2,900.00



General conditions Online Auction TroostwijkAuctions.com

GENERAL TERMS AND CONDITIONS

for Online Auctions of the company Troostwijk Auktionen GmbH & Co. KG (Germany)

Article 1. Definitions

General User	
Conditions:	The General Terms and Conditions of Business governing the use of the
	Troostwijk Veilingen B.V. website
General Terms and	
Conditions of	
Online Auctions: position, rights anddut	These General Terms and Conditions for an online auction governing the procedure for the online auction and defining the ies of the contracting parties / participants.
User:	Anyone who registers on the Troostwijk Veilingen B.V. website
User agreement:	Agreement between Troostwijk Veilingen B.V. and the user
Bidder:	Anyone who bids in an online auction
Bid:	A binding amount bid by the user in an auction for a lot
Purchase price:	Made up of the highest bid at the end of the auction, the commission and any VAT due.
Purchase contract:	Agreement between the buyer and seller, which comes into being upon acceptance of a bid by Troostwijk
Buyer:	Bidder whose bid is accepted for the lot
Lot:	(An) item(s) auctioned (also items auctioned collectively under one number)
(Online) auction:	The auctioning of movable property organised by Troostwijk on the Troostwijk Veilingen B.V. website
Registration:	Registration of the user on the Troostwijk Veilingen B.V. website by completing the registration form on the website
Special Terms and	
Conditions of an	
Online Auction:	Special additional conditions only applying for the respective online auction
Troostwijk:	Troostwijk Auktionen GmbH & Co. KG
Seller:	The party on behalf of which a lot is auctioned
Website: serves as the platform	The www.TroostwijkAuctions.com website, which is maintained by Troostwijk Veilingen B.V. in Amsterdam and which for auctions held by Troostwijk
Bid acceptance: purchase price	Confirmation by Troostwijk that the highest bidder's bid for a lot or a combination of lots is accepted upon payment of the

Article 2. General Terms and Conditions of Business

2.1 *Troostwijk* auctions take place on the website of Troostwijk Veilingen B.V., which provides the platform for auctions. The user shall use the website in accordance with the *GeneralUser Conditions* of Troostwijk Veilingen B.V.

2.2 The General Terms and Conditions of Online Auctions contain the general regulations for the auction. The auction takes place exclusively on the basis of these conditions. Participation in the auctions constitutes acceptance of these conditions. Special Terms and Conditions of an Online Auction may also apply to an auction. These contain additions or variations to the General Terms and Conditions of Online Auctions. In case of



doubt, the Special Terms and Conditions of the Online Auction take precedence. These General Terms and Conditions solely apply to Online Auctions and not to sales outside of the Online Auction. You can find the General Terms and Conditions for Post Auction Sales, Private Treaty Sales and Tender Sales on page 5.

2.3 Troostwijk can make changes to these General Terms and Conditions. Changes take effect upon receipt of respective notification by the user and bidder.

Article 3. Registration

3.1 Bidders who are registered users with Troostwijk Veilingen B.V. and who have accepted its *General User Conditions* can take part in auctions.

3.2 A bid can be made by anyone who has accepted the *General Terms and Conditions of Online Auctions* and the *Special Terms and Conditions of an Online Auction* for an auction.

Article 4. Auction

4.1. Auctions are held on behalf of and for the account of the *seller*. *Troostwijk* is not a contracting party to any purchase contract which comes into being upon acceptance of the bid; it only brokers the purchase contract.

- 4.2 Dates, such as the start and the end of an auction, are contained in the Special Terms and Conditions of an Online Auction.
- 4.3 *Troostwijk* is responsible for organising, preparing and holding the auction.
- 4.4 Troostwijk may choose:
- not to accept a *bid* generally or for important cause from certain *bidders*;
- to exclude bidders from an auction;
- to correct errors made by Troostwijk in bids and/or accepted bids with appropriate notification to the bidder;
- to take any other measures required;
- 4.5 Troostwijk's decision as regards what happens during the auction is binding.
- 4.6 Forced sales are marked as such in the Special Terms and Conditions of the Online Auction.

Article 5. Cancellation, technical faults

5.1 *Troostwijk* reserves the right to cancel, prematurely end or extend an auction **for important cause**. In the event of a technical fault to the *website* which results in it being not fullyaccessible and/or not accessible to all *users*, *Troostwijk* can extend the auction by up to 24hours. Troostwijk can reject bids without stating the reasons.

5.2 By registering, the *user* declares that he is aware of the special circumstances of an internet auction. In particular he is aware that the current state of technology can result in faults and downtime, which can make access to the internet auction and the *website* difficult or impossible.

5.3 *Troostwijk* is only responsible for properly conducting the auction on the www.TroostwijkAuctions.com website, not for any technical faults. *Troostwijk's* liability is limited and is based on the General Provisions, as set out in Article 15.

Article 6. Viewing days; entering buildings & property

6.1 Any viewing dates are specified in the Special Terms and Conditions of the Online Auction.

6.2 Viewers enter buildings and property at their own risk. Viewers must follow the instructions issued by *Troostwijk* or its appointees. The seller accepts no liability whatsoever for damages resulting from entering the buildings and property. In addition, the liability limitations of the General Provisions for Troostwijk and the seller, as set out in Article 15, apply.

Article 7. Lots

- 7.1 Individual *lots* or *combinations* are auctioned.
- 7.2 Combinations, i.e. the auctioning of several lots together, are displayed in the system. Combination lots are auctioned in two stages:

a) Firstly the individual *lots* are auctioned. The *bid is accepted* under the condition precedent that the *lot* is not knocked down as part of a *combination lot*. Once the *bids* for the individual *lots* have been *accepted*, bids can be made on the combination. If no bids are made on the combination, the sale of the individual *lots* goes ahead.

b) If bids are made on the combination, the following applies: The *bid is accepted* for the combination if the highest bid is higher than the total bids resp. the start prices for the individual *lots*. The *bids* for the individual *lots* are then declined because the condition has not been fulfilled.

- 7.3 Troostwijk can combine various items to form lots, divide lots and remove lots from the auction.
- 7.4 Troostwijk can demand that a bidder provides standard banking security in advance for certain lots.

Article 8. Bids

8.1 A *bidder* can bid in auctions as soon as he has registered on the Troostwijk website and has activated his account by clicking the link in the email that he received after registration. *Bidders* can bid on one or more lots. Bids can only be made without conditions and reservations attached. Bids are binding, revocation is not possible. The bidder shall receive email confirmation of every bid made and every higher bid by a third party. This notification is not acceptance of the bid.

8.2 Bids can be made as firm bids or maximum bids.

a) In the case of a firm bid (static), the user offers a fixed amount for each lot which is displayed in the system.

b) In the case of a maximum bid (proxy), the user states the maximum price he is prepared to pay for a lot. The maximum bid is not shown in the system. If a third party outbids the user, the current bid is increased in increments until a third party outbids the maximum bid. A maximum bid can only be retracted by the user in the interim if he makes a firm bid which is the highest bid at that moment.

8.3. Bids do not yet include sales tax and the commission. The amount of the commission can be found in the Special Terms and Conditions of the Online Auction.

8.4. Troostwijk and/or the seller can reject bids without stating the reasons. Troostwijk can bid on behalf of third parties.

Article 9. Acceptance of bid & purchase contract

9.1 A purchase contract for one or more lots only comes into being when the bid has been accepted. The *buyer* is informed by email of the resulting purchase contract (acceptance of bid). A *bid is accepted* within two working days of the close of the auction at the latest.

9.2. Consumers have no right of revocation as per § 312 d BGB [*German Civil Code*], as the purchase contract comes into being in the context of an auction as per § 156 BGB [*GermanCivil Code*] (§ 312 d Para. 5 No. 5 BGB [*German Civil Code*]).

9.3 Troostwijk is entitled not to accept a bid or to accept a bid under conditions precedent.

9.4 As a general rule, the *user* with the highest bid is *awarded the bid*. The *bid is accepted* if no further bids are made 10 minutes before the end of the auction. Otherwise the closing time for this lot is postponed for further 5 minutes. If another bid is made, the auction ends when the highest bid is made, if this is not outbid within five minutes.

Article 10. Passage of risk / passage of title

10.1 When a bid is accepted, the risk of accidental perishing or loss of the auctioned goods and the risk of loss or damage through fire, theft or burglary passes to the successful bidder.

10.2 Ownership only passes to the buyer on full payment.

Article 11. Obligations of the buyer

11.1 When a bid is accepted, the buyer is obliged to pay the purchase price plus statutory sales tax and the commission and to collect the *lot*.



11.2 Payment must be made to the account specified by *Troostwijk* in the stipulated currency within 48 hours (2 working days) of acceptance of the bid.

11.3 Statutory default interest shall be charged if payment is delayed. The rights of the seller are based on the statutory provisions. As it is a fixed date transaction, no notice is required for default, § 286 II BGB [German Civil Code].

11.4 If the buyer fails to fulfil an obligation, in particular:

(i) does not pay the purchase price on time or in full

(ii) does not collect the lots on time, and/or

(iii) does not provide the information required for delivery, this shall automatically constitute default without further notice of default being required. *Troostwijk* can then cancel the purchase contract on behalf of the seller. In such cases, *Troostwijk* can assign *lots* to another *bidder*, without *Troostwijk* and/or the seller being liable for damages.

11.5 In the event of a cancellation, the buyer is liable to pay compensation for any resulting damages.

Article 12. Collection

12.1 The buyer may only and must collect the goods at the times specified in the *Special Terms and Conditions of the Online Auction*. *Troostwijk* can, for technical reasons, specify that acertain *lot* can only be collected once other *lots* have been delivered.

12.2 The *buyer*, whose *lot(s)* is/are preventing the collection of other lots, must ensure that said lots are collected immediately following an email and/or a letter from *Troostwijk* to the address specified by the buyer. If this does not happen, *Troostwijk* can arrange for the lot(s) to be collected and possibly stored by a third party at the expense and risk of the buyer.

12.3 The *buyer* is obliged to carefully dismantle and collect his *lots*. He shall be liable for any damages caused to the property of others in this respect. Further, he is obliged to protect *Troostwijk* and the seller from all claims by third parties arising from the dismantling and/or collection.

12.4 The buyer is obliged to follow the instructions of *Troostwijk* and/or *Troostwijk*'s appointees when dismantling and collecting his lots.

12.5 The *buyer* must ensure that he or the person dismantling or transporting the lots on his behalf has the required permits. Troostwijk and/or the seller cannot be held liable if the required permits are missing and/or official regulations are not observed when the lot(s) are being dismantled and/or transported by or for the buyer.

12.6 In situations where it is necessary to pull down (parts) of a building to remove the allocated *lots*, prior consultation and written consent must be sought from *Troostwijk* and the conditions imposed by *Troostwijk* at the time of bid acceptance must be observed.

12.7 *Troostwijk* reserves the right to make the collection of *lots* conditional upon payment of a deposit for any damages. *Troostwijk* shall notify the buyer of the *lots* concerned and the amount of the deposit. The deposit shall be reimbursed to the buyer following damage-free collection.

12.8 Troostwijk reserves the right that the dismantling of the buyer's goods has to be done compulsory by a specific company. In such case, Troostwijk will announce this in the auction catalogue. The buyer has to bear the cost of such services. In some cases, the cost will be specified in the auction catalogue.

Article 13. Liability / Troostwijk warranty

Troostwijk only accepts liability for preparing and holding the auction in accordance with the legal regulations.

The following also applies:

13.1 Claims by the *seller* as well as by the *bidder* or the *buyer* on the grounds of breach of duty are excluded, in particular as regards advice in valuation matters or defects in the items.

13.2 The descriptions of the items by *Troostwijk*, e.g. in the sales catalogue or in a list, are based on information from the seller. *Troostwijk* is only liable for conveying the information appropriately, not for the objective accuracy of this information.

13.3 Information provided by *Troostwijk* serves only to help differentiate between products and in no way constitutes a warranty as per § 444 BGB [*German Civil Code*] or a quality agreement as per § 434 Para. 1 Clause 1 BGB [*German Civil Code*] for the items on sale.

13.4 The items are used. *Troostwijk* does not sell on its own behalf and thus accepts no warranty for material defects or defects of title and is not liable for the quantity, quality, dimensions, years of construction or completeness.



13.5 The above limitations do not apply if *Troostwijk* acts with deliberate or gross negligence, breaches a fundamental contractual obligation or Liability on account of culpable injury to life, limb or health.

Article 14. Liability / seller warranty

The seller is liable towards the buyer for defects in the items in accordance with the following provisions:

14.1 The *buyer* has had the opportunity to view the items in advance. The items are sold as seen and to the exclusion of any warranty for material defects and defects of title. The items were sold in particular without any guarantee for visible or hidden defects or warranty in respect of completeness, quantity, effect, usability, saleability, the existence or absence of rights or claims by third parties and/or the transfer option to third parties.

14.2 The *seller* accepts no liability for a certain quality or a normal use of the items.

14.3 The *seller* accepts no liability for advertising messages by the manufacturer.

14.4 The above limitations do not apply if the seller acts with deliberate or gross negligence, breaches a fundamental contractual obligation, Liability on account of culpable injury to life, limb or health or mandatory liability according to the German Product Liability Act.

14.5 The legal regulations on warranty rights for consumers as per BGB [*German Civil Code*] apply. The limitation period is shortened to one year.

Article 15. Limitation of liability of Troostwijk / seller

15.1 The limitation of liability applies to Troostwijk and the seller, as well as their legal representatives, managerial employees and any vicarious agents.

15.2 Liability is only accepted in the case of intent or gross negligence.

15.3 Liability for consequential damages, in particular lost profit, is only accepted in the case of intent or gross negligence.

15.4 Liability is limited to the amount of damages typically foreseeable when the contract is concluded, provided there is no intent or gross negligence.

15.5 The above limitations do not apply if a legally fundamental obligation is breached, if an express warranty is accepted or for damages arising from physical injury, harm to health and binding legal regulations.

Article 16. Severability clause / written form

16.1 Should any of the provisions of this agreement be or become wholly or partly ineffective, null and void or unenforceable, this shall not affect the validity of the other provisions of the contract as a whole. The ineffective, null and void or unenforceable provision shall be replaced by the effective and enforceable provision which corresponds most closely to the parties' economic objectives originally intended by the ineffective, null and void or unenforceable provision.

16.2 Amendments to and variations of these *General Terms and Conditions of Online Auctions* are only valid on the basis of written agreement between the parties.

Article 17. Applicable law / place of jurisdiction

17.1 This contract and the resulting obligations are subject to German law. The UN Convention on Contracts for the International Sale of Goods shall not apply.

17.2 All disputes arising in respect of the legal relations with Troostwijk fall under the exclusive jurisdiction of the Cologne local or district court. The General Provisions apply to disputes with the seller.



GENERAL TERMS AND CONDITIONS

for Post Auction Sales, Private Treaty Sales and Tender Sales

of the company Troostwijk Auktionen GmbH & Co. KG (Germany)

Article 1. General

1.1 Troostwijk sells the used items in the name of and for the account of the seller and receives commission for this from the buyer.

Article 2. Conclusion of the contract

2.1 The purchase price and the commission shall be paid within a period of 48 hours (sale at a fixed point in time), unless otherwise agreed. This time period commences at the latest when the invoice is received, including in electronic format. Payment is to be made exclusively to the named account.

2.2 If payment is not made on time - the time of receipt is decisive - Troostwijk is entitled and empowered to withdraw from the contract in order to ensure the on-time removal of the object sold from the respective location. An additional notice period is not required for the withdrawal but may be given. Troostwijk is entitled on withdrawal to assert claims for damages for non-fulfilment for the seller or themselves.

- 2.3 Title only transfers to the buyer when payment has been received in full.
- 2.4 Generally items are to be collected by the buyer from the location specified.
- 2.5 The risk of accidental deterioration or destruction of the item shall transfer to the buyer on conclusion of the contract.

Article 3. Warranty

3.1 Troostwijk does not carry out sales in their own name and therefore undertakes no guarantee for material defects and defects of title, and is not liable for quantities, quality, dimensions, year of construction and completeness.

3.2 The descriptions of objects by Troostwijk e.g. in the sales catalogue or listing are based on information from the seller. Troostwijk is therefore only liable for accurately providing this information as provided by the seller, not for the objective correctness of this information.

3.3 Information from Troostwijk is merely provided for distinctiveness and in no way forms a guarantee as per § 444 BGB (German Civil Code) or agreed characteristics as per § 434 para. 1 sentence 1 BGB for the object of purchase.

3.4 The sale of items by Troostwijk on behalf of the seller is carried out excluding any warranty for material defects and defects of title.

3.5 Sales are made in particular without the assumption of any liability with regard to obvious or hidden defects or warranty in connection with completeness, quantity, properties, usability, presence or absence of third party rights and/or the possibility of transfer to third parties.

3.6 The seller excludes liability for particular characteristics or general application of the objects.

3.7 The seller excludes all liability regarding advertising claims of the manufacturer.

3.8 The above restrictions in sections 7 & 8 do not apply if Troostwijk or the seller acts intentionally or with gross negligence, infringes a fundamental contractual obligation or if bodily injury occurs.

3.9 For consumers the statutory provisions in the BGB regarding rights in the event of defects apply. The limitation period is restricted to 1 year.

Article 4. Miscellaneous

4.1 Should individual provisions of the contract including these General Terms and Conditions be or become invalid, in whole or in part, or should the contract contain a gap or omission this shall not affect the validity of the remaining provisions or parts thereof.

4.2 This contract and the entire legal relationship between the parties is subject to the law of the Federal Republic of Germany excluding the UN Convention on the International Sale of Goods.

4.3 Cologne shall have jurisdiction for all disputes arising in connection with the sale.



About Troostwijk

Did you know?

we organise auctions in 25 countries
we 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