



Garten-Landschaftsbau Lagerräumung (DE)

Südliche Ringstraße 30 - 64390 **Erzhausen**
(Sven Keim Gartengestaltung)

Closing date: Thursday **31 JANUARY** starting 14:00

Viewing:

Thursday 24 January from 10:00 until 14:00
Südliche Ringstraße 30 - 64390 Erzhausen (Germany)

Bidding only on the internet!



Thursday 31 January 2019 Garten-Landschaftsbau Lagerräumung

Special Conditions

Closing date	Thursday 31 January 2019 starting 14:00 CET
Viewing	Thursday 24 January from 10:00 until 14:00 CET Sven Keim Gartengestaltung Südliche Ringstraße 30 64390 Erzhausen, Germany
Company organising this Online Auction	Troostwijk Auktionen GmbH & Co. KG 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	19.00%
Collection	Wednesday 6 February from 09:00 until 15:00 CET Sven Keim Gartengestaltung Südliche Ringstraße 30 64390 Erzhausen, 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 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 is sold it overrules the individual bids, if not the individual bids are applicable.
Follow lots	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	At certain auctions some lots will be sold under reserve or minimum/reserve 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.



Lot	Number Description	Starting Bid €
1	1 Transporter Marke: Mercedes-Benz; Typ: 208 CDI; Jahr: 2004; Fahrgestellnummer: WDB9026221R686517; Anzahl der Achsen: 2; Diesel: ja; Motorleistung: 60 kW; Ladekapazität: 2950 kg; Kilometerstand (bei Aufnahme): 168558 km; Emissionsstandard: Euro 4; Eigengewicht: 2210 kg; Gesamtabmessung L: 5990 mm; Gesamtabmessung B: 2080 mm; Gesamtabmessung H: 250 mm; Beschreibung: Doppelkabine; LKW offener Kasten Aufbau;	500.00
2	1 Kipper Marke: MAN; Typ: TGL 8.250; Jahr: 2011; Fahrgestellnummer: WMAN02ZZXBY262733; Anzahl der Achsen: 2; Diesel: ja; automatisch: nein; Kilometerstand (bei Aufnahme): 265681 km; Klimaanlage: ja; Beschreibung: 3 Sitz Kabine; hydraulische Kippvorrichtung Meiler; elektrische Fensterheber; gelbe Rundumleuchte;	10,000.00
3	1 Tandem Tiefladeanhänger Marke: Moelstein; Typ: SDAH TIEFLADER NORMAL; Jahr: 1996; Fahrgestellnummer: MA3143; Anzahl der Achsen: 2; Ladekapazität: 10500 kg; Eigengewicht: 2970 kg; Gesamtabmessung L: 7800 mm; Gesamtabmessung B: 2500 mm; Gesamtabmessung H: 2700 mm; Beschreibung: Tandem Tiefladeanhänger; 2x Auffahrrampen am Heck; zulässiger Achsabstand 995 mm; Zugdeichsel höhenverstellbar ;	100.00
4	1 3-Seitenkipper Marke: Obermaier ; Typ: SDAH KOPPER OFF. KASTEN; Jahr: 1998; Fahrgestellnummer: WOB2000OVB006640; Anzahl der Achsen: 2; Ladekapazität: 9990 kg; Eigengewicht: 3400 kg; Gesamtabmessung L: 7000 mm; Gesamtabmessung B: 2480 mm; Gesamtabmessung H: 1380 mm; Beschreibung: zulässiges Gesamtgewicht ca. 9990 kg; Stützlast 500 kg; ohne Rampen;	100.00
5	1 Bagger Marke: Airman ; Typ: AX35; Jahr: 1999; Betriebsgewicht: 3460 kg; Motorleistung: 19,1 kW; Beschreibung: Räumschild; Ausleger hydraulisch schwenkbar; Raupenketten; ohne Löffel; neues Fahrwerk;	1,000.00
6	1 Tieflöffel Löffelgröße L: 1200 mm; Aushublöffel: ja; Schnellwechsel: ja;	10.00
7	1 Tieflöffel Löffelgröße L: 250 mm; Aushublöffel: nein; mit Zähnen: ja; Profillöffel: ja; Schnellwechsel: ja;	10.00
8	1 Tieflöffel Löffelgröße L: 650 mm; Aushublöffel: ja; mit Zähnen: ja; Profillöffel: nein; Schnellwechsel: ja;	10.00
9	1 2 Schalengreifer Jahr: 1991; Aushublöffel: ja; Schwenklöffel: ja;	10.00
10	1 Holzgreifer Marke: I; Typ: MS01; Aushublöffel: nein; Schwenklöffel: nein; Beschreibung: Greifer ;	10.00
11	17 Stapelboxen Gesamtabmessung L: 120 mm; Gesamtabmessung B: 800 mm; Gesamtabmessung H: 800 mm; Beschreibung: ohne Inhalt; unterschiedliche Ausführungen;	10.00
12	1 Schalungsholz Abmessung L: 5000 mm;	10.00
13	1 Posten Europaletten Abmessung L: 1200 mm; Abmessung B: 800 mm; Abmessung H: 350 mm;	10.00
14	1 Schüttgut in Big Bags Beschreibung: ca. 16 Stück a 800 kg; quarzsplitt; Größe ca. 816;	10.00
15	1 Schüttgut in Big Bags Beschreibung: ca. 4 Stück a 800 kg; basaltziersplitt 816;	10.00
16	1 Schüttgut in Big Bags Beschreibung: ca. 2 Stück a 800 kg; basalt Lava ; 32 - 56 mm;	10.00
17	1 Schüttgut in Big Bags Beschreibung: ca. 6 Stück a 800 kg; Lava ; 16 - 32mm;	10.00



Lot	Number	Description	Starting Bid €
18	1	Schüttgut in Big Bags Beschreibung: ca. 2 Stück a 800 kg; porfür Split ; 16 - 22mm;	10.00
19	1	Absperrgitter Beschreibung: ohne Ständer, ca. 50 Stück;	10.00
20	1	Oldtimer Marke: Mercedes-Benz ; Typ: 280 SL C; Fahrgestellnummer: 10702212007285; Coupé: ja; Kilometerstand (bei Aufnahme): 428433 km;	1,000.00
21	1	Trennschleifer Marke: Partner; Typ: K7p0;	10.00
22	1	Kettensäge Marke: Husqvarna; Typ: 372XP; Kraftstofftyp: Benzin ;	10.00
23	1	Laubbläser Marke: Echo; Typ: PB-260LS;	10.00
24	1	Motor Sprühgerät Marke: Echo; Typ: SHR-150SI;	10.00
25	1	Spänebehälter	10.00
26	1	Heckenschere Marke: Tanaka; Typ: THT-2103;	10.00
27	1	Posten Elektro Heckenscheren Marke: Viking;	10.00
28	1	Heckenschere Marke: Stihl; Typ: AS81R;	10.00
29	1	Heckenschere Marke: Stihl; Typ: AS81R;	10.00
30	1	Heckenschere Marke: Stihl; Typ: AS81R;	10.00
31	1	Heckenschere Marke: Stihl; Typ: AS81R;	10.00
32	1	Kettensäge Marke: Stihl; Typ: MS331;	10.00
33	1	Rasenmäher Marke: Sabo;	10.00
34	1	Rasenmäher Marke: John Deere; Typ: JA62;	10.00
35	1	Einachser Marke: Honda; Typ: F660; Beschreibung: Bürste und Räumschild ;	10.00
36	1	Einachser Marke: Agria; Beschreibung: Bürste ;	10.00
37	1	Rasenmäher Marke: John Deere; Typ: JX75;	10.00
38	1	Rasenmäher Marke: John Deere; Typ: JX85;	10.00
39	1	Rasenmäher Marke: Sabo;	10.00
40	1	Industriesauger Marke: Kärcher; Typ: NT 601K;	10.00
41	1	Stromerzeuger Marke: Löwenhertz ; Typ: LH750;	10.00
42	1	Bodenfräse Marke: Husqvarna;	10.00
43	1	Stromerzeuger Marke: Güde; Typ: GSE1200 4T;	10.00



Lot	Number Description	Starting Bid €
44	1 Stromerzeuger Marke: Briggs & Strathon; Typ: ProClassic 5000; Beschreibung: Reparatur bedürftig;	10.00
45	1 Bodenfräse Marke: Honda;	10.00
46	1 Kettensäge Marke: Stihl; Typ: 031AV;	10.00
47	1 Posten Drucker und Schredder	10.00
48	1 Nassschneidetisch Typ: Nipper Junior;	10.00
49	1 Nassschneidetisch	10.00
50	1 Kombimotor Marke: Stihl;	10.00
51	1 Kombimotor Marke: Stihl;	10.00
52	1 Hochentaster Marke: Husqvarna;	10.00
53	5 Posten Stabsägen Beschreibung: unterschiedliche Ausführungen;	10.00
54	1 Laubgebläse Marke: Honda;	10.00
55	1 Laubgebläse Marke: Husqvarna; Typ: 125B;	10.00
56	3 Posten Tauchpumpen	10.00
57	1 Rüttelplatte Marke: Wacker; Typ: 1216;	10.00
58	1 Einachser Marke: Herkules; Typ: FM300; Beschreibung: Bürste; Räumschild; Rasentrimmer ;	10.00
59	1 Ständerbohrmaschine	10.00
60	1 Ständerbohrmaschine	10.00



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: These General Terms and Conditions for an online auction governing the procedure for the online auction and defining the position, rights and duties 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: The www.TroostwijkAuctions.com website, which is maintained by Troostwijk Veilingen B.V. in Amsterdam and which serves as the platform for auctions held by Troostwijk

Bid acceptance: Confirmation by Troostwijk that the highest bidder's bid for a lot or a combination of lots is accepted upon payment of the purchase price

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 *General User 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 fully accessible and/or not accessible to all *users*, *Troostwijk* can extend the auction by up to 24 hours. *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 [*German Civil 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 a certain *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 compulsorily 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.

17.3 Troostwijk collects and processes personal data of Users, Sellers and Purchasers in accordance with the Privacy Statement on its Website, The General Data Protection Regulation and other applicable laws and regulations. Any person other than Troostwijk is not allowed to use these personal data for its own commercial purposes.



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, saleability, 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 Us 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