

ONLINE AUCTION

Various laboratory equipment (HU)

Levendula street, Building:M59 zone G4 storage/warehouse - Alba Industrial park - 8000 **Székesfehér -** (Alba Industrial area)

Closing date: Wednesday 04 DECEMBER starting 14:00







Bidding only on the internet!

31-10-19 10.01



Wednesday 04 December 2019 Various laboratory equipment

Special Conditions

Closing date Wednesday 4 December 2019 starting 14:00 CET

Monday 18 November from 09:00 until 15:00 CET Viewing

Tuesday 19 November from 09:00 until 15:00 CET

Alba Industrial area

Levendula street, Building:M59 zone G4 storage/warehouse - Alba Industrial park

8000 Székesfehér - , Hungary TROOSTWIJK AUCTIONS BV

Company organising this Online

Auction

Overschiestraat 59

1062 XD Amsterdam, The Netherlands

Phone: +36708860627

E-mail: z.pataki@troostwijkauctions.com

Markup 18.00% VAT 27.00%

Collection Monday 16 December from 09:00 until 15:00 CET

Alba Industrial area

Levendula street, Building:M59 zone G4 storage/warehouse - Alba Industrial park

8000 Székesfehér - , Hungary

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

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

Please see articles 3 and 6 of the General Conditions.

Collection details Picking up of the assets can only be done after the payment is received.

The buyer needs to take the purchase agreement to the delivery day.

The buyer is fully responsible for the dismantling, loading and transportation of the bought lots. Troostwijk GmbH cannot accept any responsibility unless indicated otherwise. The collection/pick-up will only take place on the mentioned delivery date/time and address. If the collection of the goods happens later, the customer is

responsible for the costs (hire, extra costs).

Payments have to be effected within 48 hours after auction is closed, to Troostwijk **Payment**

Auctions BV, Overschiestraat 59, 1062 XD, Amsterdam.

Please state the auction name and your buyer number and auction number:

Troostwijk Auctions BV

Account nr. nr. IBAN BIC code. **Bank**

0633 0172 NL40 **KBC Bank** KREDNL2XXXX KRED

Terms and Conditions of Sale 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.

Information VAT Buyers from Hungary 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 Hungarian VAT. This VAT amount cannot be refunded. Foreign buyers from countries not belonging to the European Community have to pay the legal Hungarian VAT as

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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 Hungarian VAT.

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

Prolongation If a bid is made in the last 10 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.

Allocation Certain lots / combination lots may be offered "subject to allocation". This is noted in

the bidding information for each affected lot. Where lots are offered "subject to allocation" the seller reserves the right to accept or reject the highest bid. The

bidders will be notified within 2 working days after the auction closing.

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 Sta	rting Bid €
1	1 Vibro fermentor B. Braun, Vibro Mixer Typ E 4, year built 2002, serial number 4-4005, brand: B. Braun; type Vibro Mixer Typ E 4; serial number: 4-4005; year: 2002; capacity content: 1000 I; stainless steel: yes; dimension L: 1200 mm; dimension H: 1900 mm; description: Anaerobic vibro fermentor; includes s/s tank; Schniewindt control panel; burner; parts; documentation; miss safety valve and a cover; approx dimension LxH=2600x2500; APV heat exchanger; control electronics working condition;	sing
2	1 Vibro fermentor B. Braun Biotech, Vibro Mixer Typ E 4, year built 2002, serial number 4-4008, brand: B. Braun Biotech; type: Vibro Mixer Typ E 4; serial number: 4-4008; year: 2002; capacity content: 10 I; stainless steel: yes; dimension L: 1200 mm; dimension H: 1900 mm; description: Anaerovibro fermentor; includes s/s tank; Schniewindt control panel; Schniewindt burner; documentation; approx dimension LxH=2600x2500; APV heat exchanger; control electron working condition;	000 obic
3	1 Washer machine Lancer, 1600PCM SS, year built 2003, brand: Lancer; type: 1600PCM SS; year: 2003; stainless steel: yes; electric connection: 400 V; total dimension L: 1600 mm; total dimension W: 1250 mm; total dimension H: 2250 mm; description: Vertical standing washer machine; one side door; working pumps; includes baskets; documentation avaliable;	
4	1 Washer machine Lancer, 4800 PCM DP, year built 2003, brand: Lancer; type: 4800 PCM DP; year: 2003; stainless steel: yes; electric connection: 400 V; total dimension L: 2700 mm; total dimension W: 1200 mm; total dimension H: 1800 mm; description: Horizontal standing washer machine two sides built-in equipment; working pumps; includes baskets; documentation available;	
5	1 Inactivator tank B. Braun Biotech, 1200, year built 2003, serial number 00484, brand: B. Braun Biotech; typ 1200; serial number: 00484; year: 2003; capacity content: 1200 I; stainless steel: yes; description: Inactivator tank with control panel in working condition; Wilo pump; APV hesat exchanger, electro motor; includes spare parts; documentation available;	
6	1 Platform total dimension L: 1000 mm; total dimension W: 500 mm; total dimension H: 1700 mm; description: Metal platform; two wheels; two fixed leg; two steps; rail around;	100.00
7	1 Ultra filter installation Millipore, year built 2002, brand: Millipore; year: 2002; total dimension L: 2100 mm; total dimension W: 1100 mm; total dimension H: 2400 mm; description: Cross flow filter installation; new pump; includes control panel; with Endress+Hauser digital flow counter; or wheels; includes legs for fix standing;	800.00 n
8	1 Vibro fermentor B. Braun, 42, brand: B. Braun; type: 42; stainless steel: yes; total dimension L: 2000 mm; t dimension W: 1000 mm; total dimension H: 2400 mm; description: Anaerobic vibro fermer burner includes; electric system in working condition; some parts are missing; doumentatic avaliable;	ntor;
9	1 Air compressor Atlas Copco, ZT37, year built 2002, serial number ATT 700684, brand: Atlas Copco; type: ZT37; year: 2002; serial number: ATT 700684; power: 37 kW; total dimension L: 1600 mm total dimension W: 1000 mm; total dimension H: 1800 mm; description: Oil free compress working condition; approx 24.000 hours; max working pressure 7.5 bar; rotational shaft spe 2955 r/min; pallet not included;	n; sor;
10	1 foil melter/welder Fermant, 60, brand: Fermant; type: 60; working width: 800 mm; manual present: yes; total dimension L: 820 mm; total dimension W: 350 mm; total dimension H: 300 mm; descriptio Foil melter/welder; cooling function; working condition; pedal operated;	50.00 n:
11	 1 S/S labo table stainless steel: yes; total dimension L: 1750 mm; total dimension W: 650 mm; total dimension H: 900 mm; description: S/S labo table; acid proof; 	50.00 sion



Lot	Number Description Sta	rting Bid €
12	1 S/S sink stainless steel: yes; total dimension L: 700 mm; total dimension W: 500 mm; total dimension H: 850 mm; description: S/S labo sink; includes grid;	50.00 on
13	1 S/S rack stainless steel: yes; total dimension L: 950 mm; total dimension W: 350 mm; total dimension H: 1350 mm; description: S/S rack; with 6 shelves;	50.00 on
14	1 air sampler VAI Volumetric, SMA-CC-1, brand: VAI Volumetric; type: SMA-CC-1; electric connection: 2 V; total dimension L: 450 mm; total dimension W: 320 mm; total dimension H: 250 mm; description: Vacuum control center/air sampler; in working condition;	50.00
15	1 air sampler VAI Volumetric, SMA-CC-1, serial number VCC1-1196, brand: VAI Volumetric; type: SMA-01; serial number: VCC1-1196; electric connection: 230 V; total dimension L: 450 mm; total dimension W: 320 mm; total dimension H: 250 mm; description: Vacuum control center/air sampler; in working condition;	
16	1 pump APV, 450/S, year built 2003, serial number 007557, brand: APV; type: 450/S; serial number 007557; year: 2003; stainless steel: yes; total dimension L: 550 mm; total dimension W: 33 mm; total dimension H: 400 mm; description: Stainless steel pump;	
17	1 pump APV, W+50/8, year built 2006, serial number 3020983, brand: APV; type: W+50/8; serial number: 3020983; year: 2006; stainless steel: yes; total dimension L: 550 mm; total dimension W: 330 mm; total dimension H: 450 mm; description: Stainless steel pump;	50.00
18	1 sterilized filters Pall, brand: Pall; description: Various type and size of sterilized filters in boxes; number of boxes 20 pcs; includes filters without box;	100.00
19	1 electric motor own weight: 20 kg; total dimension L: 900 mm; total dimension W: 400 mm; description: Electric motor with axe and parrels;	70.00
20	1 Airborne counter Lighthouse, Solair 5100+, serial number 050503003, brand: Lighthouse; type: Solair 5100-serial number: 050503003; description: Airborne particle counter with printer; working condition;	1,000.00 +;
21	1 Airborne counter Lighthouse, Solair 5100+, serial number 050503005, brand: Lighthouse; type: Solair 5100- serial number: 050503005; total dimension L: 200 mm; total dimension W: 300 mm; total dimension H: 300 mm; description: Airborne particle counter with printer; working condition battery exluded;	
22	1 Airborne counter Lighthouse, Solair 5100+, serial number 050503007, brand: Lighthouse; type: Solair 5100-year: 50503007; serial number: 050503007; total dimension L: 200 mm; total dimension W 300 mm; total dimension H: 300 mm; description: Airborne particle counter with printer; working condition;	
23	1 Airborne counter Lighthouse, Solair 5100+, brand: Lighthouse; type: Solair 5100+; year: 50503004; total dimension L: 200 mm; total dimension W: 300 mm; total dimension H: 300 mm; description Airborne particle counter with printer; working condition;	1,000.00 n:
24	1 Airborne counter Lighthouse, Solair 5100+, serial number 050503001, brand: Lighthouse; type: Solair 5100- serial number: 050503001; total dimension L: 200 mm; total dimension W: 300 mm; total dimension H: 300 mm; description: Airborne particle counter with printer; working condition	
25	1 Integrity tester Sartorius, Sartocheck 3, serial number 9002266, brand: Sartorius; type: Sartocheck 3; serial number: 9002266; total dimension L: 400 mm; total dimension W: 300 mm; total dimension 200 mm; description: Filtering integrity tester with printer; working condition;	100.00 al



Lot	Number Description Starting	g Bid €
26	1 doser IBS, TECNOMAT filler, serial number S/N0403-10258, brand: IBS; type: TECNOMAT filler; serial number: S/N0403-10258; electric connection: 240 V; total dimension L: 470 mm; total dimension W: 300 mm; total dimension H: 300 mm; description: Doser machine; working condition; includes 2 part of table; approx dimension LxW=500x500mm, LxW=650x500mm; height adjustable;	200.00
27	1 digital flow counter Endress+Hauser, Levelflex FMP53, year built 2011, serial number E500090112E, brand: Endress+Hauser; type: Levelflex FMP53; year: 2011; serial number: E500090112E; total dimension L: 1400 mm; description: Digital flow counter in box; MWP 16 bar; disc for installation included; documentation available;	100.00
28	1 Digital flow counter Endress+Hauser, Levelflex FMP53, year built 2011, brand: Endress+Hauser; type: Levelflex FMP53; year: 2011; total dimension L: 1400 mm; description: Digital flow counter in box; MWP 16 bar; disc for installation included; documentation available;	100.00
29	1 digital flow counter Endress+Hauser, Levelflex FMP53, year built 2011, brand: Endress+Hauser; type: Levelflex FMP53; year: 2011; total dimension L: 1400 mm; description: Digital flow counter in box; MWP 16 Bar; disc for installation included; documentation available;	100.00
30	1 Digital flow counter Endress+Hauser, Levelflex FMP53, year built 2011, brand: Endress+Hauser; type: Levelflex FMP53; year: 2011; total dimension L: 1400 mm; description: Digital flow counter in box; MWP 16 bar; disc for installation included; documentation available;	100.00
31	1 Autoclave heater Fedegari, brand: Fedegari; description: 4 pieces of autoclave heater parts; 400W; lenght approx 1400mm each;	30.00
32	1 Various gauges,manometers description: Various parts and pressure gauges, manometers; thermometers; hoist;	30.00
33	1 flow meters ABB,Endress+Hauser, brand: ABB,Endress+Hauser; electric connection: 230 V; description: 2 pieces of flow meters;	100.00
34	1 wheels description: 5 pieces of wheels;	10.00
35	 1 electro motor MS-Antriebstechnik, brand: MS-Antriebstechnik; electric connection: 230400 V; description: 1.5 kW output; 3 phase electro motor, working condition; 	25.00
36	1 power supplies GE,Regin,MW, brand: GE,Regin,MW; description: Various brand and type power supplies; magnetic switch;	20.00
37	1 cables European Cable Service, FTP CAT. 5e PVC, brand: European Cable Service; type: FTP CAT. 5e PVC; description: Cable on barrel 3x2x0,8mm; cable in box 4x2x24AWG;	30.00
38	1 labo table total dimension L: 1200 mm; total dimension W: 600 mm; total dimension H: 750 mm; description: Labo table; fixed cabinet on left side; with one shelf;	10.00
39	1 O rings description: 5 pack of O rings; 1 box of O rings;	20.00
40	1 Valves GEMO, brand: GEMO; description: Various GEMO valves and spare parts; different type;	10.00
41	1 Pump Alcatel, 2033, serial number 188431, brand: Alcatel; type: 2033; serial number: 188431; description: Rotary vane pump; with Leroy-Somer electro motor; 2 speed gear; 3 phase; oil: hydrocarbon; includes only 1 lot;	50.00



Lot	Number Description Startin	g Bid €
42	1 Pump Alcatel, 2033, serial number 199771S, brand: Alcatel; type: 2033; serial number: 199771S; description: Rotary vane pump; with Leroy-Somer electro motor; 2 speed gear; 3 phase; oil: hydrocarbon; includes only 1 lot;	50.00
43	1 Pump Leybold, Trivac, brand: Leybold; type: Trivac; description: Vacuum pump; with AEG electro motor; 2 speed gear; 3 phase; oil: hydrocarbon; includes only 1 lot;	80.00
44	1 Pump Leybold, Trivac, brand: Leybold; type: Trivac; description: Vacuum pump; with AEG electro motor; 2 speed gear; 3 phase; oil: hydrocarbon; includes only 1 lot;	80.00
45	1 power supplies Festo, Siemens, Schindler electric, márka: Festo, Siemens, Schindler electric; leírás: Various power supplies; magnetic switch; main switch;	80.00
46	1 gas mixer B.Braun, 884170, márka: B.Braun; típus: 884170; leírás: Gas mixer unit for B.Braun Biostat fermentors;	30.00
47	1 gas mixer B.Braun, 884170, márka: B.Braun; típus: 884170; leírás: Gas mixer unit for B.Braun Biostat fermentors;	30.00
48	1 gas mixer B.Braun, 884170, serial number 0202, márka: B.Braun; típus: 884170; sorozatszám: 0202; leírás: Gas mixer unit for B.Braun Biostat fermentors;	30.00
49	1 recirculation cooler Sartorius, Frigomix FX-1000, serial number 36648-09-09, brand: Sartorius; type: Frigomix FX-1000; serial number: 36648-09-09; stainless steel: yes; electric connection: 230 V; total dimension L: 450 mm; total dimension W: 380 mm; total dimension H: 450 mm; description: recirculation cooler; includes one plastic buffer tank; working with power cable;documantation not avaliable;	400.00
50	1 recirculation cooler Sartorius, Frigomix FX-1000, serial number 35214-12-08, brand: Sartorius; type: Frigomix FX-1000; serial number: 35214-12-08; stainless steel: yes; electric connection: 230 V; total dimension L: 450 mm; total dimension W: 380 mm; total dimension H: 450 mm; description: recirculation cooler; includes one plastic buffer tank; working with power cable;documentation avaliable;	400.00
51	1 recirculation cooler Sartorius, Frigomix FX-1000, serial number 33718-07-08, márka: Sartorius; típus: Frigomix FX-1000; sorozatszám: 33718-07-08; rozsdamentes acél: igen; elektromos csatlakozás: 230 V; teljes méret, H: 450 mm; teljes méret, SZ: 380 mm; teljes méret, M: 450 mm; leírás: recirculation cooler; includes one plastic buffer tank; working with power cable;documentation avaliable;	400.00
52	1 recirculation cooler Sartorius, Frigomix FX-2000, serial number 35218-12-08, brand: Sartorius; type: Frigomix FX-2000; serial number: 35218-12-08; stainless steel: yes; electric connection: 230 V; total dimension L: 450 mm; total dimension W: 450 mm; total dimension H: 750 mm; description: recirculation cooler; includes one plastic buffer tank; working with power cable; documentation avaliable;	400.00
53	1 recirculation cooler Sartorius, Frigomix FX-2000, serial number 33718-07-08, brand: Sartorius; type: Frigomix FX-2000; serial number: 33718-07-08; stainless steel: yes; electric connection: 230 V; total dimension L: 450 mm; total dimension W: 450 mm; total dimension H: 750 mm; description: recirculation cooler; includes one plastic buffer tank; working with power cable;documentation avaliable;	400.00



Lot	Number Description Starting	g Bid €
54	1 recirculation cooler Sartorius, Frigomix FX-2000, serial number 36934-11-09, brand: Sartorius; type: Frigomix FX-2000; serial number: 36934-11-09; stainless steel: yes; electric connection: 230 V; total dimension L: 450 mm; total dimension W: 450 mm; total dimension H: 750 mm; description: recirculation cooler; includes one plastic buffer tank; working with power cable;documentation avaliable;	400.00
55	1 vacuum chamber HOF, 4016, year built 1994, brand: HOF; type: 4016; year: 1994; total dimension L: 1400 mm; total dimension W: 1600 mm; total dimension H: 2500 mm; description: vacuum chamber with shelves; condenzator chamber dimension approx LxWxH=1200x1400x2400mm; two Bizter compressor; Hydropa valve; Siemens valve; double Wilo valve;	1,500.00
56	1 vacuum chamber Usifroid, brand: Usifroid; total dimension L: 1400 mm; total dimension W: 1900 mm; total dimension H: 2500 mm; description: vacuum chamber with hydraulic shelves; includes hydraulic pump and hydraulic cylinder;Copeland compressor; door removed from the chamber but avaliable; condenzator chamber dimension approx LxWxH=1200x1200x2300mm; butterfly valve in working condition;	1,500.00
57	1 heat exchanger total dimension L: 2300 mm; total dimension W: 2000 mm; total dimension H: 500 mm; description: heat exchanger, unknown working condition;	100.00



General conditions Online Auction TroostwijkAuctions.com

Article 1. Definitions

General Terms and Conditions The general terms and conditions which regulate the use of the Website of Troostwijk Veilingen B.V.

of Use:

General Online Auction Terms The present General Terms and Conditions, which define the stipulations of an auction

and Conditions:

User: A person who registers on the Website of Troostwijk Veilingen B.V. **User contract:** The contract between Troostwijk Veilingen B.V. and the user

Bidder: A person who submits a bid at an online auction

Bid: Each binding amount offered for an item in the auction by the user

Purchase price: Composed of the highest bid at the end of the auction, the surcharge and possibly incurring VAT. Purchase contract: Contract between the buyer and the seller which results from the adjudication by Troostwijk

Buver: Bidder who receives the knock-down for the item

Lot: Item(s), which is/are auctioned (combination = several items offered under one lot number)

The auction of movable goods organised by Troostwijk on the website of Troostwijk Veilingen B.V. (Online) Auction: Registration: Registration of the user on the website of Troostwijk Veilingen B.V., whereby the registration form on the

website must be completely filled out

Specific Online Auction Terms Special requirements for a specific auction

and Conditions:

Troostwijk: Troostwijk Ges.m.b.H, Vienna

Seller: The person or persons who commission the auction of a lot

Website: The website www.TroostwijkAuctions.com, which is maintained by Troostwijk Veilingen B.V. in Amsterdam and

which is the platform for auctions carried out by Troostwijk

Knock-down: Confirmation by Troostwijk that the highest bidder wins the bid for an lot or combination by payment of the

purchase price.

Article 2. General Terms and Conditions

- 2.1 Troostwijk auctions take place on the website of Troostwijk Veilingen B.V., which provides the platform for auctions. The website is used by the user according to the General Terms and Conditions of Troostwijk Veilingen B.V.
- 2.2 The General Online Auction Terms and Conditions contain the general regulations for the auction. The auction takes place solely on the basis of these terms and conditions, which are accepted by participation at the auction. At an auction, Specific Online Auction Terms and Conditions may also apply. These contain amendments or deviations to the General Online Auction Terms and Conditions. The Spe-cific Online Auction Terms and Conditions shall have precedence.
- 2.3 Troostwijk can amend these General Online Auction Terms and Conditions. Amendments shall enter into force upon receipt of a corresponding notification by users and bidders.

Article 3. Registration

- 3.1 Only bidders who have registered as users with Troostwijk Veilingen B.V. and who have accepted the General Terms and Conditions of Use can participate at auctions.
- 3.2 Only persons who have accepted the General Online Auction Terms and Conditions and the Specific Online Auction Terms and Conditions for an auction may submit a bid.

Article 4. Auction

- 4.1 An auction can take place on behalf for the Seller and on his own account. Troostwijk is not a contractual party of a purchase contract which results from a knock-down, but merely the agent of such a purchase contract.
- 4.2 Deadlines, such as the start and end of an auction, are contained in the Specific Online Auction Terms and Conditions.
- 4.3 The organisation, preparation and execution of the Auction are Troostwijk's business.
- 4.4 Troostwijk is authorized:
 - to refuse the knock-down in general or—for important reasons—to specific Bidders;

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- to exclude Bidders from an auction:
- to rectify mistakes made by Troostwijk for bids and/or knock-downs by a corresponding notification of the Bidder;
- to undertake other necessary measures;
- 4.5 The decision of Troostwijk regarding what has taken place at an auction is binding.

Article 5. Cancellation, Technical Disturbances

- 5.1 Troostwijk reserves the right to cancel, prematurely terminate or extend an Auction on good cause shown. In cases of a technical disturbance of the Website, or should it not be entirely accessible to some or all Users, Troostwijk has the right to prolong the Auction by up to 24 hours.
- 5.2 The User declares with his registration that he is aware of the particular circumstances of an Internet auction. He furthermore declares that he is particularly aware of the fact that, according to the present status of technology, technical disturbances and breakdowns can occur which can make access to the Internet auction and the Website either difficult or even impossible.
- 5.3 Troostwijk is only liable for the orderly execution of the auction on the Website of www.Troostwijkauctions.com, but not for technical disturbances. The liability of Troostwijk is limited to and complies with the General Terms and Conditions for Online Auctions as outlined in Article 15.

Article 6. Viewing; Entry to Buildings and Premises

- 6.1 Dates for viewing appointments are listed in the Specific Online Auction Terms and Conditions.
- 6.2 Entry to buildings and premises is at a person's own risk. Instructions by Troostwijk or any persons appointed by them must be followed. Neither the Seller nor Troostwijk shall accept any liability for damages which have occurred as a result of entry to buildings and premises. In any other case, the limits to liability contained in Article 15 of the General Online Auc-tion Terms and Conditions for Troostwijk and the Seller shall apply.

Article 7. Lots

- 7.1 Individual Lots or Combinations shall be auctioned.
- 7.2 Combinations, the simultaneous auction of several Lots, shall be indicated in the system. In the case of Combinations, the auction shall be carried out in two steps: a) First, the individual Lots shall be submitted to auction. The Knock-down shall take place subject to the prior condition that the Lot is not being adjudicated as part of a Combination. Bidding for the Combinations shall begin after the Knock-down for the individual Lots. If no bids are made for the Combination, the Lots shall be auctioned individually. b) Insofar as bids are made for Combinations, the following shall apply: The Knock-down shall be awarded for the Combination when the highest bid which can be made for a knock-down of the Combination is higher than the sum of the bids for the indi-vidual Lots. The Knock-down for the individual Lots is then considered as not effected due to lack of condition precedent.
- 7.3 Troostwijk has the right to assemble different objects into Lots, divide Lots and/or remove them from the auction.
- 7.4 Troostwijk has the right to request a normal banking security from the Bidder in advance to back certain Lots.

Article 8. Bids

- 8.1 A Bidder can submit Bids for auctions for which he is registered. Bidders can submit bids for one or several lots. Bids can only be made if they are free of reserve and conditions. Bids are binding and cannot be retracted. The Bidder shall receive a confirmation by e-mail for every bid submitted and overbid by a third party. This notification does not constitute the knock-down.
- 8.2 Bids can be submitted as static bids or auto bids. (a) static bid: The user bids a fixed amount for each Lot indicated in the system. (b) auto bid: the user indicates the highest price he is willing to pay for a Lot. The auto bid is not displayed in the system. Should a third party overbid the user, the current offer shall be increased by increments until a third party overbids the proxy bid. During this time, an automatic bid can only be ceased by the user if he submits a static bid which constitutes the highest bid at that moment.
- 8.3 VAT and surcharge are not included in the bids. The amount of the surcharge results from the Special Online Auction Terms and Conditions.
- 8.4 Troostwijk and/or the seller have the right to refuse bids without giving a reason. Troostwijk has the right to submit bids on behalf of third parties.

Article 9. Award & Contract of sale

9.1 A purchase contract for one or several Lots is concluded only after the Knock-down. The Buyer shall be notified by e-mail about the resulting purchase contract (knock-down). The Knock-down shall take place at the latest two working days after the end of the auction.



- 9.2 Troostwijk has the right to make no Knock-down or to grant one subject to condition precedent.
- 9.3 As a rule, the User who has made the highest bid shall receive the Knock-down. The Knock-down takes place if no other bid is made 10 minutes prior to the end of the auction. Should a further bid be submitted, the auction shall end upon the submission of the highest bid which is not overbid within 5 minutes.

Article 10. Transfer of risk/Transfer of title

- 10.1 The risk of accidental loss of the objects purchased at auction as well as risk of loss or damage by fire, theft or burglary shall transfer to the buyer after the knock-down.
- 10.2 Title shall be transferred to the buyer only after payment in full has been effected.

Article 11. Buyer's Obligations

- 11.1 The buyer is obligated to pay the purchase price in addition to the mandatory sales tax and the surcharge as well as to collect the lot(s) when the knock-down has occurred.
- 11.2 Payment must be effected to an account indicated by Troostwijk in the specified currency within three working days after the knock-down.
- 11.3 The statutory default interest shall be charged in the case of delayed payment. The seller's rights shall comply with the legal requirements.
- 11.4 Should the buyer not fulfil an obligation, particularly if:
 - (i) the purchase price is not paid in due time or not paid completely (ii) the Lots are not collected in due time, and/or (iii) the information required for delivery is not procured, then it shall automatically be considered as default, without any further notice of default being required. Troostwijk shall then have the right to cancel the purchase contract on behalf of the seller. In this case, Troostwijk is free to reassign the Lots to another Bidder, and Troostwijk and/or the seller shall not be liable for damages.
- 11.5 In the event of a cancellation, the buyer shall be liable for payment of damages which ensue therefrom.

Article 12. Collection

- 12.1 The Buyer is only authorized and bound to the dates and times listed in the Specific Online Auction Terms and Conditions for the collection of items. For technical reasons, Troostwijk can determine that a particular Lot can be collected only after the delivery of other Lots.
- 12.2 The Buyer whose Lot(s) hinder/s the collection of other lots is obligated to see to the collection of those lots without delay after being notified by Troostwijk by email and/or a message of the address supplied by the Buyer. Should this not occur, then Troostwijk shall have the right to undertake the collection and possible storage of the items by third parties on the buyer's risk and expense.
- 12.3 The Buyer is obligated to carefully disassemble, reassemble and collect his Lots. He shall be liable for damages which ensue to the property of third parties in connection with the as-sembly and collection. Furthermore, he is obligated to protect Troostwijk and the Seller from any claims by third parties which result from the dismantling, reassembly and/or col-lection of his Lots.
- 12.4 The Buyer is obligated to follow the instructions of Troostwijk and/or any persons mandated by Troostwijk for the dismantling, reassembly and collection of his Lots.
- 12.5 The Buyer is obligated to ensure that he or the person(s) who take care of dismantling, assembly or transport shall be in possession of the necessary authorizations. Neither Troost-wijk or the Seller can be held liable for the lack of necessary authorizations and/or that the official requirements are not upheld during dismantling, reassembly and collection.
- 12.6 In cases when it is necessary to dismantle buildings (in pieces) in order to remove the allotted Lots, prior consultation as well as written agreement by Troostwijk are required, and the conditions set down by Troostwijk for awarding of the knock-down must be respected.
- 12.7 Troostwijk reserves the right to request a deposit prior to collection of Lots in order to cover possible damages. The Buyer shall be notified of the Lots concerned and the amount of the deposit. The deposit shall be refunded to the Buyer after safe collection without any damage.

Article 13: Liability/Warranty of Troostwijk

Troostwijk shall only be liable for the preparation and carrying out of the auction according to the legal stipulations. In addition, the following shall apply:

- 13.1 Claims by the Seller, the Bidder or the Buyer for neglect of duty shall be excluded, particularly for any advice regarding appraisals or flaws of the Items.
- 13.2 The descriptions of the Items by Troostwijk, e.g. in the sales catalogue or in any listing, are based on the information supplied by the Seller. Troostwijk shall only be liable for the cor-rect transmission of this information, but not for its objective accuracy.
- 13.3 Details indicated by Troostwijk are only for the purpose of distinguishability and do not constitute any kind of guarantee.
- 13.4 The Items are used. Troostwijk shall not assume any guarantee for material flaws and defects of title and shall not be liable for the amount, quality, measurements, year of construction or completeness. The sale is effected without guarantee ("in Pausch und Bogen") as in § 930



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13.5 The above restrictions shall not apply if Troostwijk acts intentionally or with gross negligence is in breach of a fundamental contract requirement or if bodily harm occurs.

Article 14: Liability/Warranty of Seller

The Seller is liable to the Buyer for defects of the items in compliance with the following stipulations:

- 14.1 The Buyer has had the opportunity to view the items in advance. The sale shall take place as viewed and excluding all warranties for defects and title. The sale has taken place, particularly without guarantee for visible or latent defects or guarantee regarding completeness, number, effect, utility, usability, saleability, the presence or absence of rights or claims of third parties and/or the transferability to third parties. The sale is effected without guarantee ("in Pausch und Bogen") as in § 930 ABGB.
- 14.2 The Seller excludes liability for a particular characteristic or for common use of the items.
- 14.3 The Seller excludes all liability for publicity statements of the manufacturer.
- 14.4 The above restrictions shall not apply if the Seller has intentionally misrepresented any defects to the Buyer, breached a fundamental contractual obligation or if any bodily harm occurs.

Article 15. Limitation of Liability Troostwijk/Seller

- 15.1 The limitation of liability is valid for Troostwijk and the Seller as well as for their legal representatives, managerial employees and auxiliary helpers
- 15.2 Liability shall only exist in the case of malicious intent or gross negligence.
- 15.3 Liability shall exist for collateral damage, particularly for lost profit, only in cases of intent or gross negligence.
- 15.4 The liability shall be restricted to the amount of typically foreseeable damages at conclusion of the contract, insofar as there is no case of intent or gross negligence.
- 15.5 The above-mentioned restrictions do not apply in cases of breach of a contractual obligation, acceptance of an explicitly stated guarantee as well as damages resulting from bodily harm, harm to health and obligatory legal regulations.

Article 16. Severability Clause/Written Form

- 16.1 Should any of the provisions of these General Online Auction Terms and Conditions become completely or partly invalid, void or not enforceable, it shall have no effect on the other pro-visions of the General Online Auction Terms and Conditions. The invalid, void or not enforceable provision shall be replaced by a valid and enforceable provision which comes closest to fulfilling the parties' economic goals which were originally intended by the inva-lid, void or not enforceable provision.
- 16.2 Modifications and amendments of these General Online Auction Terms and Conditions shall only be effective upon written agreement by the parties.

Article 17. Applicable Law/Court of Jurisdiction

- 17.1 The General Online Auction Terms and Conditions and the obligations ensuing therefrom are subject to Austrian law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall explicitly not apply.
- 17.2 The exclusive court of jurisdiction for all disputes arising in connection with the auction shall be the court of Vienna. The General Terms and Conditions shall apply for 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.

About Us Troostwijk

Did you know?

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

The European Online Auctioneer and Valuer

1300 Auctions

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

Statistics

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

15 Countries

Troostwijk has own offices in 15 European countries

85 Years

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

www.TroostwijkAuctions.com