



TROOSTWIJK
INDUSTRIAL AUCTIONEERS & VALUERS SINCE 1930

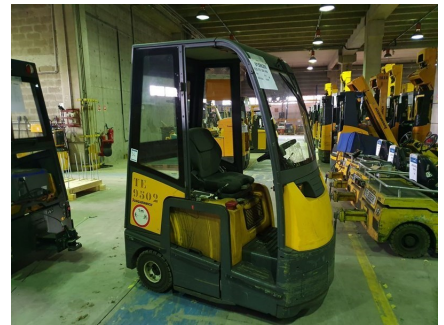
ONLINE AUCTION

FORKLIFT AUCTION 76 - JUNGHEINRICH FRANCE **(FR)**

Forklift trucks, diesel and electric, stackers,

11 Rue Nicolas Copernic - 78190 TRAPPES
(JUNGHEINRICH TRAPPES)

Closing date: Thursday **05 DECEMBER** starting 14:00



Viewing:

from Monday 02 December until Thursday 05 December

By appointment

11 Rue Nicolas Copernic - 78190 TRAPPES (France)

Bidding only on the internet!

18-11-19 18.02

www.TroostwijkAuctions.com



Thursday 05 December 2019 FORKLIFT AUCTION 76 - JUNGHEINRICH FRANCE

Specific terms and conditions of the online sale

Allocation of the lots	The "Commissaire Priseur" nominates the highest and last bidder and registers him the winning bidder of the lot. Information in "My Troostwijk" and an email confirm the winning bid. The "Commissaire Priseur" tells that a lot is not won if it is taken back by the vendor, because of a lack of bids to reach the reserve price.
Closing date	Thursday 5 December 2019 starting 14:00 CET
Viewing	from Monday 02 December until Thursday 05 December By appointment JUNGHEINRICH TRAPPES 11 Rue Nicolas Copernic 78190 TRAPPES, France
Markup	18.00%
VAT	20.00%
Collection	from Wednesday 11 December until Friday 20 December By appointment JUNGHEINRICH TRAPPES 11 Rue Nicolas Copernic 78190 TRAPPES, France
Viewing Instructions	Please note that this concerns an ascending auction sale, preceded by a viewing day. Placing a bid without viewing the equipment is at one's own risk. Please see articles 3 and 6 of the General Conditions.
Payment Details	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.
Collection Instructions	For buyers located outside the European Community, the EXA document proving the exportation of lots outside the European Community must be received within six weeks following the auction closing date. Without this document the sale will be considered as a French sale. The buyer is fully responsible for the dismantling, loading and transportation of the bought lots. Troostwijk Auctions cannot accept any responsibility unless indicated otherwise. The delivery (pick-up bought lots) will only take place on the date and time decided BY TROOSTWIJK according to their removal planning and only after the buyer receives his delivery copy.
Prolongation	If a bid is made in the last 5 minutes before the lot closes, the closing time of that lot will be extended with 5 minutes until no bids are made. All lots without any bid will stay open until half an hour after the last closing time bid.
Lots without bid	From all lots without a bid, the closing time is extended with 30 minutes after the last closing time for lots in that auction.
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. If not indicated otherwise, please consider the origin documents of the equipments to be unavailable. 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
1	1	Gas lift truck JUNGHEINRICH, TFG 320s 330 ZT, year built 2013, serial number FN451180, Capacity: 2t; Number of hours approx: 1163h; Lifting height: 3300; Length of the forks: 1200; without bottle;
2	1	Gas lift truck JUNGHEINRICH, TFG 320 450 DZ, year built 2014, serial number FN467422, Capacity: 2t; Number of hours approx: 3970h; Height of emergence: 4500; without bottle;
3	1	Gas lift truck JUNGHEINRICH, TFG; 320s. 600. DZ, year built 2012, serial number FN432652, Capacity 2t; Number of hours approx: 11045h; Lift height: 6000; Length of the forks: 1150; without bottle;
4	1	Gas lift truck JUNGHEINRICH, TFG 320s 360 ZZ, year built 2014, serial number FN472333, Number of hours approx: 5826h; Lift height: 3600; Length of the forks: 1150; Without bottle
5	1	Gas lift truck JUNGHEINRICH, TFG 430s 550 DZ, year built 2012, serial number FN438337, Number of hours approx: 2754h; Height of emergence: 5500; Length of the forks: 1200; without bottle; please inspect
6	1	4 wheel electric forklift JUNGHEINRICH, EFG 425 470 DZ, year built 2013, serial number FN449105, Number of hours approx: 2491h; Triplex mast; 2.5T capacity; Lift height: 4700mm; without forks; without charger
8	1	Reach trucks JUNGHEINRICH, ETV 112 530 DZ, year built 2013, serial number 91088344, 1,2T capacity; Number of hours approx: 7740h; Lifting height: 5300; Length of the forks: 1150; without charger; Please inspect
9	1	Reach trucks JUNGHEINRICH, ETV 214 830 DZ, year built 2013, serial number 91088184, 1,4T capacity; Number of hours approx: 7539h; Height of emergence: 8300; Length of the forks: 1150; without charger; please inspect
10	1	Reach trucks JUNGHEINRICH, ETV 214 710 DZ, year built 2013, serial number 91574295, 1,4t capacity; Number of hours approx: 11770h; Lift height: 7100; Length of the forks: 1150; without battery; without charger; please inspect
11	1	Reach trucks JUNGHEINRICH, ETV 214 530 DZ, year built 2012, serial number 91074484, Capacity: 1400kg; Number of hours approx: 8008h; Lifting height: 5300; Length of the forks: 1150; without battery; without charger
12	1	Electric stacker JUNGHEINRICH, EJC 212 Z, year built 2016, serial number 90502607, Number of hours approx: 2873h; Lifting height: 3200; Without charger; Please inspect
13	1	Electric stacker JUNGHEINRICH, EJC 212 Z, year built 2016, serial number 90502600, Capacity: 1,2t; Number of hours approx: 3107h; Lifting height: 3200; without charger; please inspect;
14	1	Electric stacker JUNGHEINRICH, EJD 220 201 ZT, year built 2016, serial number 90497440, Capacity: 2t; Number of hours approx: 2114h; Height of emergence: 2010; without charger; please inspect;
15	1	Electric stacker JUNGHEINRICH, EJD 220 201 ZT, year built 2016, serial number 90500562, Number of hours approx: 990h; Height of emergence: 2010; without charger
16	1	Electric stacker JUNGHEINRICH, EJD 118 166 ZT, year built 2016, serial number 90493792, Please inspect; Number of hours approx: 503h; Lifting height: 1660; without charger;
17	1	Electric stacker JUNGHEINRICH, EJD 118 166 ZT, year built 2016, serial number 90493791, Number of hours approx: 544h; Lifting height: 1660; without charger; please inspect;
18	1	Electric stacker JUNGHEINRICH, EJD 220 201 ZT, year built 2015, serial number 90473658, Number of hours approx: 805h; Height of emergence: 2010; without battery; without charger; please inspect



Lot	Number	Description
19	1	Electric stacker JUNGHEINRICH, EJD 220 201 ZT, year built 2014, serial number 90450767, Max 2t; Number of hours approx: 3415h; Lifting height: 2010mm; without charger; please inspect
20	1	Electric stacker JUNGHEINRICH, EJG 315 G+E 100-240 ZT, year built 2011, serial number 91554281, 1.5t capacity; Number of hours approx: 4424h; Lifting height: 2400; Length of the forks: 1000; without charger;
21	1	Electric stacker JUNGHEINRICH, ERD 220 201 ZT, year built 2015, serial number 90471534, Capacity 2t; Number of hours approx: 11112h; Lifting height: 2010mm; without charger;
22	1	Electric stacker JUNGHEINRICH, ERD 220 250 DT, year built 2013, serial number 90434511, Capacity: 2t max; Number of hours approx: 7357h; Lift height: 2500; without charger;
23	1	Electric stacker JUNGHEINRICH, ERD 220 klappb PF 119-166 ZT, year built 2014, serial number 90453850, Capacity: max 2t; Number of hours approx: 9018h; Lifting height: 1660; Length of the forks: 1190; without charger;
24	1	Electric stacker JUNGHEINRICH, ERD 220 klappb. PF, year built 2013, serial number 90431441, Capacity: max 2t; Number of hours approx: 7358h; Lifting height: 1660; Length of the forks: 1190; without charger
25	1	Electric stacker JUNGHEINRICH, ESC 214Z 290 ZZ, year built 2011, serial number 91557602, Number of hours approx: 5422h; Height of emergence: 2900; capacité 1,4t; without charger; please inspect
26	1	Electric stacker JUNGHEINRICH, ESD 120 166 ZT, year built 2011, serial number 91561742, Number of hours approx: 4871h; Lifting height: 1660; without charger
28	1	Electric control preparer JUNGHEINRICH, ECE 220, year built 2013, serial number 90422225, Capacity: 2t; Number of hours approx: 1440h; Fork length: 1250; Please inspect; without charger
29	1	Electric control preparer JUNGHEINRICH, ECE 220, year built 2006, serial number 90233285, Capacity: 2t; Number of hours approx: 14048h; Length of the forks: 1150; without charger;
30	1	Electric control preparer JUNGHEINRICH, EKS 110 Z-100 E 100, year built 2014, serial number 91583421, Number of hours approx: 1502h; Length of the forks: 1000; capacity 1t; cart weight without battery 1440kg; lift height 1800mm; Without charger
34	1	Electric tractor JUNGHEINRICH, EZS 570 SBE KK2, year built 2014, serial number 91586209, Number of hours approx: 3390h; without charger;
35	1	Electric pallet truck JUNGHEINRICH, ECE 320 SH 18 240-57, year built 2014, serial number 91581026, Capacity: 2t; Number of hours approx: 4490h; Lift height: 700; Length of the forks: 2400; without charger;
36	1	Electric pallet truck JUNGHEINRICH, ECE 320 SH 18 240-57, year built 2014, serial number 91581005, Capacity 2t; Number of hours approx: 3653h; Lift height: 700; Length of the forks: 2400; without charger
37	1	Electric pallet truck JUNGHEINRICH, ECE 320 SH 240, year built 2010, serial number 91550643, Capacity 2t; Number of hours approx: 24600h; Length of the forks: 2400; without charger; please inspect
38	1	Electric pallet truck JUNGHEINRICH, EJE 112 i, year built 2016, serial number 91604029, Number of hours approx: 2125h; Length of the forks: 1150; without battery; without charger; please inspect; 1,2t capacity;
39	1	Electric pallet truck JUNGHEINRICH, EJE 112 i, year built 2015, serial number 91598550, Number of hours approx: 977h; Length of the forks: 1150; without charger; please inspect;



Lot	Number	Description
40	1	Electric pallet truck JUNGHEINRICH, EJE 220, year built 2016, serial number 98155296, Number of hours approx: 2308h; Length of the forks: 1150; without battery; without charger; please inspect
41	1	Electric pallet truck JUNGHEINRICH, EJE 220 115-54, year built 2016, serial number 98155294, Number of hours approx: 2641h; Length of the forks: 1150; without charger; capacity: 2t;
42	1	Electric pallet truck JUNGHEINRICH, EJE 225 20 115-54, year built 2015, serial number 98118225, Number of hours approx: 2640h; Length of the forks: 1150; without charger
43	1	Electric pallet truck JUNGHEINRICH, EJE C20, year built 2014, serial number 98085886, Capacity 2t; Number of hours approx: 2125h; Length of the forks: 1150; without charger; please inspect;
45	1	Electric pallet truck JUNGHEINRICH, EJE 112 i, year built 2014, serial number 91583246, Number of hours approx: 5701h; Length of the forks: 1150; without charger
46	1	Electric pallet truck JUNGHEINRICH, EJE 112i, year built 2012, serial number 91568086, Number of hours approx: 1205h; Lifting height: 210; Length of the forks: 1150; without charger; without battery;
47	1	Electric pallet truck JUNGHEINRICH, EJE 220 115-54, year built 2010, serial number 98012025, Number of hours approx: 5773h; Length of the forks: 1150; without charger; capacity: 2t;
48	1	Electric pallet truck JUNGHEINRICH, EJE 225 20 115-54, year built 2015, serial number 98118226, Number of hours approx: 2001h; Length of the forks: 1150; capacity: 2.5t; without charger;
49	1	Electric pallet truck JUNGHEINRICH, EJE 225 20 115-54, year built 2015, serial number 98118224, Capacity: 2,5t; Number of hours approx: 2271h; Length of the forks: 1150; without charger;
50	1	Electric pallet truck JUNGHEINRICH, EJE C20 115-54, year built 2015, serial number 98108670, Capacity: 2t; Number of hours approx: 2000h; Length of the forks: 1150; without charger;
51	1	Electric pallet truck JUNGHEINRICH, EJE M13/540-1150/186mm, year built 2019, serial number FN940382, Number of hours approx: 205h; Length of the forks: 1150; Capacity: 1.3t; without charger
52	1	Electric pallet truck JUNGHEINRICH, EME 114, year built 2015, serial number 82605271, Capacity: 1.4t; Number of hours approx: 456h; Please inspect; without charger
53	1	Electric pallet truck JUNGHEINRICH, ERE 225, year built 2015, serial number 98119524, Capacity: 2t; Number of hours approx: 4664h; Length of the forks: 1150; Please inspect; without charger;
54	1	Electric pallet truck JUNGHEINRICH, ERE 225, year built 2014, serial number 98086388, Capacity: 2,5t; Number of hours approx: 5923h; Length of the forks: 1600; without charger;
55	1	Electric pallet truck JUNGHEINRICH, ERE 225, year built 2014, serial number 98089243, Capacity: 2,5t; Number of hours approx: 3419h; Length of the forks: 1150; without charger;
56	1	Electric pallet truck JUNGHEINRICH, ERE 120, year built 2018, serial number 98196523, Capacity: 2t; Number of hours approx: 18h; Length of the forks: 1150; without charger;
57	1	Electric pallet truck JUNGHEINRICH, ESE 220, year built 2014, serial number 91585839, Capacity 2t; Number of hours approx: 9958h; Length of the forks: 1750; without charger
58	1	Electric pallet truck JUNGHEINRICH, ESE 120, year built 2015, serial number 91587928, Capacity 2t; Number of hours approx: 9517h; Length of the forks: 1150; without charger



Lot	Number	Description
59	1	Electric pallet truck JUNGHEINRICH, ESE 120, year built 2015, serial number 91587929, Number of hours approx: 7297h; Fork length: 1150 without loader;
60	1	Electric pallet truck JUNGHEINRICH, ESE 120, year built 2015, serial number 91587925, Capacity: 2t; Number of hours approx: 9542h; Length of the forks: 1150; without charger;
61	1	Electric pallet truck JUNGHEINRICH, ESE 120, year built 2014, serial number 91586207, Number of hours approx: 7490h; Length of the forks: 1150; without charger; please inspect;
62	1	Electric pallet truck JUNGHEINRICH, ESE 120, year built 2014, serial number 91586206, Capacity: 2t; Number of hours approx: 8122h; Length of the forks: 1150; without charger
63	1	Electric pallet truck JUNGHEINRICH, ESE; 430, year built 2010, serial number 91549585, Capacity: 3T; without charger; Number of hours approx: 4997h; Length of the forks: 2400; please inspect;



TROOSTWIJK
INDUSTRIAL AUCTIONEERS & VALUERS SINCE 1930

General conditions Online Auction TroostwijkAuctions.com

1. Definitions

Website:	the website www.TroostwijkAuctions.com , which is maintained by Troostwijk Veilingen B.V., with its registered seat in Amsterdam;
User:	the one who has registered on the Website;
Troostwijk:	Troostwijk Veilingen B.V. and/or its subsidiary/ies or sister company/ies as reported on the Website;
Purchase Sum:	the amount of the highest – allocated – bid increased by: - mark-up above the highest bid and - the V.A.T. owed
Registration:	registration of User on the Website by means of filling in completely the registration form found on the Website;
Bid:	each amount bid by User in the auction for a lot;
Lot:	an article, or a number of articles that are auctioned together (under one number);
Auction:	the public sale of moveable goods organized by Troostwijk via the internet;
Seller:	the one who has commissioned a Lot to be auctioned;
Purchaser:	the User to whom the Lot is allocated;
User's Agreement:	the agreement between Troostwijk and the User;
Purchase Agreement:	the purchase agreement between the Purchaser and the Seller;
Delivery:	the actual delivery of the Lot to the Purchaser or to his authorized representative;
General Terms and Conditions for the the User:	the General Terms and Conditions for access to and use of Website;
General Online Auction Terms and Conditions:	these General Terms and Conditions;
Specific Online Auction Terms and Conditions:	the additional, supplementary to or in departure from the General Terms and Conditions for the User and the General Terms and Conditions of the Online Auction, valid terms and conditions, as reported on the Website for the Auction in question;
Allocation:	the declaration by the "Commissaire PriEUR" of Troostwijk that a Lot or combination of Lots has been allocated to the highest bidder upon payment of the Purchase Price.

Article 2. Applicability

- 2.1 The General Online Auction Terms and Conditions are applicable to the relationship between Sellers or Users on the one hand and Troostwijk on the other in the participation in Auctions.
- 2.2 The applicability of General Terms and Conditions other than the present one, General Terms and Conditions for the User, the Specific Terms and Conditions of the Online Auction, is excluded.
- 2.3 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.

Article 3. The Auction

- 3.1 Troostwijk reserves the right to cancel an Auction, to terminate an Auction earlier than reported on the Website or to extend one. In case of a technical malfunction of the Website, causing it to be not completely accessible and/or inaccessible to Users, Troostwijk has the right to extend the Auction by 24 hours.
- 3.2 The User states by his Registration that he is familiar with and agrees with the special circumstances of an internet auction and with the technical imperfections that can arise. Troostwijk denies any liability for whatever damage that may arise in any way, directly or indirectly, including but not limited to the damage arising from the use of the Website, unless there has been deliberate or conscious negligence by Troostwijk. More particularly, Troostwijk accepts no liability for any damage whatsoever that arises in any way by or from:
 - actions performed by the User that may have been inspired by the information placed on the Website;
 - the impossibility of using the Website (completely) and/or another malfunction in the Website or the supporting system;
 - the Lots not meeting the specifications as reported on the Website;
 - the fact that the information on the Website is incorrect, incomplete or out of date;
 - errors in the software of the Website and/or the supporting system;
 - the unlawful use of systems, including the Website of Troostwijk, by a third party;
 - actions by the Seller after the User has concluded a Purchase Agreement with the Seller.

www.TroostwijkAuctions.com



Article 4. Organization of the Auction

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

Article 5. Bids; Purchase Agreement

- 5.1 The User can place a Bid on the Website on one or several Lots. Every bid is unconditional, irrevocable and without reservation. Bids are placed exclusive of mark-up and V.A.T. Troostwijk is authorized to place bids on behalf of third parties.
- 5.2 If a Lot is also brought to auction together with one or several other Lots as a combination, this will be reported on the individual page of the Lot. In that case, bids can be placed first on the individual Lots of the combination and after the closing of all individual Lots, bids can be placed on the combined Lot. Individual Lots can be allocated only if the total amount of the highest sustainable bids on the individual lots is higher than the highest sustainable bid on the combination. The combination will be allocated solely if the highest sustainable bid on the combination is higher than the total amount of the highest sustainable bids on the individual lots.
- 5.3 Bids can be placed in the form of a 'static bid' or 'auto bid.' In a static bid, the User places a bid in the form of a fixed amount per Lot. In an automatic bid the User indicates the maximum price he is prepared to pay for the Lot. The auction system sees to it that, after outbidding by a third party, the minimally possible higher bid is introduced in the name of the User, as long as the maximum indicated by the User has not been reached. An automatic bid can be eliminated by the User solely by placing a static bid that is higher than the previous bid.
- 5.4 The Purchase Agreement arises through Allocation. Allocation is generally given to the User who has made the highest Bid.
- 5.5 The Purchaser receives confirmation within 48 hours after the Auction has been closed (not including Saturdays, Sundays and holidays) by email on behalf of the Seller(s) that the Purchase Agreement has been made. If the User does not receive any e-mail within the period mentioned above, this means that his Bid has not been accepted.
The "Commissaire PriEUR" of Troostwijk then has the right not to allocate.
- 5.6 The risk of the Lot(s) is transferred to the Purchaser at the moment of Allocation.
- 5.7 Troostwijk is not a party to the Purchase Agreement but merely mediates in the creation of purchase agreements. If the auction is a forced sale, this will be reported in the Specific Terms and Conditions of the Online Auction.
- 5.8 In the event that the auction occurs in the presence of a Commissaire PriEUR, civil-law notary or court bailiff, he will lead the Auction and the bids placed there and the Allocations.

Article 6. Guarantees, claims and indemnities

- 6.1 In respect of the Lots and possible claims of third parties to these, Troostwijk and/or the Seller will provide no single guarantee of whatever kind. The Purchaser waives all rights except those that are his by mandatory law.
- 6.2 The Lots are sold for what they are worth in the state in which they are found on the date of Allocation with all benefits and burdens attached there to Troostwijk and/or the Seller do not give any indemnity of any kind for visible or hidden defects or any kind of guarantee in connection with completeness, numbers, functioning, usability, saleability, the existence or non-existence of rights of third parties and/or the possibility of transfer to third parties. Defects of whatever kind, disappointed expectations of the Purchaser and/or the receiving third parties do not bestow any rights at all to damages and/or discount. The Purchaser is assumed to have carefully investigated the Lot bought by him beforehand.
- 6.3 If, in respect of the lots, claims by third parties are made on the basis of the retention of ownership, the Purchaser is obligated to hold the lot(s) in question for those third parties, under the obligation to transfer it to the third parties at the first request or to come to a suitable arrangement with the third parties.
- 6.4 The Purchaser indemnifies Troostwijk and/or the Seller against every claim by a third party in connection with the Purchase Agreement.

Article 7. The Purchaser's payment obligations



- 7.1 The Purchaser has the obligation to transfer the Purchase Price to an account number to be indicated by Troostwijk within three days (not including Saturdays, Sundays and holidays) after confirmation of the Purchase Agreement. Payment should be made in Euros or in another currency to be indicated by Troostwijk.
- 7.2 In the event of a late payment of the Purchase Price, 15% of the Purchase Price, being a forfeit amount for collection costs and/or extrajudicial costs will be charged to the Purchaser by Troostwijk, increased by the statutory commercial interest on the outstanding amount, increased by 3% on an annual basis, starting on the day on which the payment should have occurred until the day of effective payment.
- 7.3 Payments are intended first to decrease the costs, then the interest charges, then finally the Purchase Price.

Article 8. Viewing days, auction days, delivery days

- 8.1 Whoever enters the buildings and grounds on viewing days or on the day of delivery does so entirely at his own risk. The instructions of Troostwijk and/or persons called in by Troostwijk are to be followed. Troostwijk and the Seller do not accept any liability for damages arising from entering the buildings or grounds.

Article 9. Delivery

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

Article 10. Restrictions concerning the sale of certain lots.

- 10.1 Machines and production components are generally sold in conformity with technical specifications as well as with French legal safety norms or regulations. This conformity is attested to either by a seal of conformity (for a machine put into service after 15 January 1981 – (French) Decrees 80-543 and 544) or a CE seal (machines put into service after 15 January 1993 – (French) decrees 93-40) if they have not undergone significant modifications to the safety mechanisms.
- 10.2 When the item for sale does not conform to technical specifications, or to French legal safety norms or regulations, it is reminded to buyers that this item must be imperatively refurbished in regards to the above norms and/or regulations during its installation and/or use after its auction. Buyers commit to refurbish the item in conformity with their enforceable norms and/or regulations. Items are sold as spare parts.
- 10.3 Machines which are non-compliant and not dangerous are sold as unfit for production. They may be sold in the condition as seen:
- 1 – to an individual or legal entity where the material is not destined for use on French territory. It shall be the buyer's responsibility to conform to the legislation of the country where the material is to be used.
 - 2 – to an individual or legal entity having the status of retailer, salvage dealer, re-manufacturer, scrap merchant, scrap metal dealer or



collector who commits beforehand to be responsible for and to ensure conformity to required standards, for possible assignment to a client-operator.

3 – to any buyer as a source of spare parts and who testifies, by accepting the general and particular conditions, not to use or assign the material for production.

10.4 Machines which are considered dangerous ((French) Decrees dated 5 March and 24 June 1993) and non-compliant may only be sold under categories 1 and 2 of the preceding article.

10.5 Buyers formally commit to respect the above criteria by accepting the general and particular conditions of sale.

10.6 The measures contained in articles 10.1 to 10.4 are not applicable in the case of auctions by order of the court held after the vendor has been declared legally bankrupt.

Article 11. Termination

11.1 If the Purchaser does not fulfill any obligation in the Purchase Agreement, including (but not limited to):

(i) not paying the Purchase Price or not paying it completely on time;

(ii) not picking up the Lot(s) on time and/or

(iii) not providing the information required before delivery, the Purchaser is legally in default without further notice of default being required, and Troostwijk can terminate the Purchase Agreement on behalf of the Seller. In that case Troostwijk is free to allocate the Lot(s) to another party without Troostwijk and/or the Seller being liable for any damages.

11.2 In case of termination as intended in 11.1, the Purchaser in default must pay, in addition to the mark-up, a forfeit amount of 25 % of the Purchase Price to cover administrative, storage, insurance and transport costs, etc., subject to the right of Troostwijk and/or the Seller to demand complete compensation for damages.

Article 12. Liability

12.1 The liability of Troostwijk, if and insofar as the other remaining stipulations of the General Terms and Conditions of the Online Auction, the Terms and Conditions for the User and (if applicable) the Specific Terms and Conditions of the Online Auction are applied, will still be limited to the amount to which the liability insurance of Troostwijk accords Troostwijk in the instance in question, increased by the amount of excess according to the policy in question, or, if it is less, to the invoiced amount that is involved with the commission. This limitation does not apply in the event of deliberate or gross negligence by Troostwijk.

12.2 Troostwijk is not liable for indirect or consequential loss. Further, all liability of Troostwijk in connection with any defect in the Lot(s) or in respect of (alleged) infringement of the rights of (the intellectual property of) third parties is excluded. The Purchaser declares that he is familiar with the fact that, in respect of Lot(s), possible rights (of intellectual property) rest with third parties.

12.3 In consulting with third parties, Troostwijk will take the necessary caution into consideration. Troostwijk is also not liable for possible shortcomings of these third parties.

Article 13. Adjustments; Effect

13.1 If and insofar as any stipulation of the General Terms and Conditions of the Online Auction is null and void or is nullified, the remaining stipulations will remain undiminished in force. Troostwijk will then determine a new stipulation to replace the null/nullified stipulation, by which the intent of the null/nullified stipulation will be taken into consideration.

13.2 Troostwijk can, in addition to these General Online Auction Terms and Conditions, declare the Specific Online Auction Conditions to be applicable. Notification of the Specific Online Auction Terms and Conditions will be made before the Auction. If and insofar as the Specific Online Auction Terms and Conditions are in contradiction with the General Terms and Conditions of the Online Auction, the Specific Online Auction Terms and Conditions will have preference.

13.3 Departure from these General Terms and Conditions of the Online Auction is permitted only if is fixed in writing by an authorized representative of Troostwijk.

13.4 Troostwijk reserves the right to amend these General Terms and Conditions of the Online Auction. Amendments will take effect 24 hours after these have been sent by e-mail to the User. These terms and conditions replace all previous general terms and conditions, unless explicitly stated otherwise by Troostwijk.

Article 14. Applicable law

14.1 Dutch law is applicable to these General Terms and Conditions of the Online Auction and the legal relationships that are associated with the Auction.

14.2 The Dutch text of the General Terms and Conditions of the Online Auction is the original text. In the event that the General Terms and Conditions of the Online Auction are used in several languages; the Dutch text will therefore be given preference in case of lack of clarity or



contradictions.

14.3 The District Court Amsterdam is authorized (subject to the possibility of appeal and to laws that state otherwise) to decide in differences arising from these terms and conditions, to the exclusion of every other instance.

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