



TROOSTWIJK
INDUSTRIAL AUCTIONEERS & VALUERS SINCE 1930

ONLINE AUCTION

Euralis - Brive factory closures (FR)
**Online auction of food processing
equipment and utilities**

23 Avenue Cyprien Faurie - 19100 Brive-la-Gaillarde
(Euralis - Brive)

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



Viewing:

from Monday 24 February until Thursday 05 March

By appointment

23 Avenue Cyprien Faurie - 19100 Brive-la-Gaillarde (France)

Bidding only on the internet!

12-02-20 22.44

www.TroostwijkAuctions.com



Thursday 05 March 2020 Euralis - Brive factory closures

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 March 2020 starting 14:00 CET
Viewing	from Monday 24 February until Thursday 05 March By appointment Euralis - Brive 23 Avenue Cyprien Faurie 19100 Brive-la-Gaillarde, France
Markup	18.00%
VAT	20.00%
Collection	from Monday 09 March until Friday 27 March By appointment Euralis - Brive 23 Avenue Cyprien Faurie 19100 Brive-la-Gaillarde, 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. 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.
Collection Instructions	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	Starting Bid €
1	1	churn Hollstein & Fuhrmann, Magnum 2600 Cool, year built 1993, serial number 050, brand: Hollstein & Fuhrmann; type: Magnum 2600 Cool; year: 1993; serial number: 050; total dimension L: 3500 mm; total dimension W: 1600 mm; description: inlet diameter: 50cm; max internal diameter approx: 120cm;	500.00
2	1	churn Armor Inox, year built 1983, brand: Armor Inox; year: 1983; total dimension L: 3500 mm; total dimension W: 2000 mm; description: inlet diameter: 55cm; 4000L;	500.00
3	1	churn total dimension L: 3000 mm; total dimension W: 2000 mm; description: inlet diameter: 55cm;	500.00
4	1	boiler Thermobloc, MTP85, serial number 71 8411, brand: Thermobloc; type: MTP85; serial number: 71 8411; burner brand + model: Cuenod; switchcabinet detached: yes; total dimension L: 2200 mm; total dimension W: 800 mm; description: 85000cal / h;	150.00
5	1	autoclave Barriquand Frere, HC119B, year built 1977, serial number 1317, brand: Barriquand Frere; type: HC119B; year: 1977; serial number: 1317; total dimension L: 5500 mm; total dimension W: 1100 mm; total dimension H: 2000 mm; description: inlet diameter: 120cm;	500.00
6	1	autoclave J.Lagarde, SA 378, brand: J.Lagarde; type: SA 378; content: 2650 l; total dimension L: 3000 mm; total dimension W: 1200 mm; description: inlet diameter: 120cm; inlet pressure: 8bars;	500.00
7	1	autoclave J.Lagarde, SA 53, brand: J.Lagarde; type: SA 53; content: 2650 l; total dimension L: 5000 mm; total dimension W: 1500 mm; description: inlet diameter: 120cm;	500.00
8	1	churn Lutecia, brand: Lutecia; total dimension L: 3500 mm; total dimension W: 1600 mm; description: inlet diameter: 50cm; max internal diameter approx: 80cm;	500.00
9	1	boiler Babcock wanson, BWD 40, year built 2012, serial number 15813 PF115142, brand: Babcock wanson; type: BWD 40; year: 2012; serial number: 15813 PF115142; gas-heated: yes; capacity: 2708 kW; max. pressure: 10 bar; burner brand + model: Babcock LNTA22; electric connection: 400 V; total dimension L: 6500 mm; total dimension W: 2000 mm; description: fluid flow: 4T / h; max fluid temperature 184deg; easy access on one level;	1,000.00
10	1	crusher Karl Schnell, ZR50, year built 1986, serial number 34902, brand: Karl Schnell; type: ZR50; year: 1986; serial number: 34902;	100.00
11	1	operculeuse Multivac, AG800, year built 1983, serial number 3592, brand: Multivac; type: AG800; year: 1983; serial number: 3592; total dimension L: 1400 mm; total dimension W: 1000 mm;	50.00
12	1	tipping hopper description: inner diameter approx 95cm; max outside diameter 1.4m;	50.00
13	1	Cold room Messer, BK 3000, brand: Messer; type: BK 3000;	100.00
14	1	Electric Forklift Toyota , FBESF 12, year built 2002, brand: Toyota ; type: FBESF 12; year: 2002; electric: yes; lifting capacity: 1100 kg; lifting height: 3300 mm; duplo mast: yes; side-shift: yes; description: without charger; please inspect;	500.00
15	1	set of rolling stainless steel trays	50.00
16	1	lot of stringers	100.00
17	1	browning machine total dimension L: 3000 mm; total dimension W: 800 mm;	50.00
18	1	set of canned seamer for coins description: including 4 seamers;	75.00



Lot	Number	Description	Starting Bid €
19	1	batch of conveyors	50.00
20	1	boiler Babcock wanson, BS.B.30, year built 1999, serial number SF42/55424, brand: Babcock wanson; type: BS.B.30; year: 1999; serial number: SF42/55424; gas-heated: yes; capacity: 2050 kW; max. pressure: 10 bar; burner brand + model: Babcock LNTA 1/3; hours on display: 50773 hr; electric connection: 400 V; description: steam flow 3T / h; fluid temperature max 184deg; easy access on one level;	300.00
22	10	Lot of Autoclave Bins description: lot including 10 bins: Dimension 83x87cm;	50.00
23	6	Lot of Autoclave Bins description: lot including 6 bins: Dimension: 83 x 87cm;	50.00
24	1	Lot of stainless trolleys total dimension L: 1400 mm; total dimension W: 1000 mm; description: pack of 2; 6 floors ;	50.00
25	1	Lot of stainless steel trolleys description: lot of 7 trolleys;	50.00
26	1	Tray elevator description: Location dimension: 100 x 90cm;	50.00
27	1	Roller conveyor description: please inspect;	50.00
28	1	can seamer Carnaud, brand: Carnaud; description: in;	75.00
29	1	thermoformer Meca plastic, S1500, year built 2007, brand: Meca plastic; type: S1500; year: 2007;	400.00
30	1	Lot of hoods description: set of 2 hoods 130 x 200cm;	50.00
31	1	grease tank description: Approx dimension: 2.5 x 2m; with pump;	200.00
32	1	grease tank description: Approx diameter: 2m; height 2.5m;	200.00
33	1	Bin reverser description: without hydraulic unit;	50.00
34	1	Lot of stainless steel trolleys description: lot of 8 trolleys;	50.00
35	1	Freezer room equipment Arcos, brand: Arcos; description: including Arcos system; ventilation mouth;	250.00
36	3	Lot of Autoclave Bins description: lot including 3 bins: Dimension: 83 x 87cm;	50.00
37	1	lifting devices Gely, year built 2011, brand: Gely; year: 2011; capacity: 1000 kg; own weight: 500 kg; description: 2kW;	50.00
38	1	workshop furniture description: lot including shelves; 1 wardrobe; without content;	75.00
39	1	engine BF5 132 S42, type: BF5 132 S42; description: 5.5kW; 2895tr / min;	20.00
40	1	Cold compressor Bitzer, F152H, year built 2004, brand: Bitzer; type: F152H; year: 2004; description: R 507; air tank: volume: 15L; outlet pressure: 28 bars;	150.00
41	1	Cold compressor Emerson, LFP-30X-EWL, brand: Emerson; type: LFP-30X-EWL;	100.00
42	1	Cold compressor Emerson, LFP-30X-EWL, brand: Emerson; type: LFP-30X-EWL;	100.00



Lot	Number	Description	Starting Bid €
43	1	Cold compressor Bitzer, F302H, year built 2011, brand: Bitzer; type: F302H; year: 2011; description: air tank; volume: 30L; outlet pressure: 33 bars;	150.00
44	1	cans of heat transfer fluids Aerochem, Calotech, brand: Aerochem; type: Calotech; description: lot of 12 cans of monopropylene glycol MPG PUR based heat transfer fluid; Without BORAX; Without NITRATE; Without PHOSPHATE;	75.00
45	1	insulated tank for 7000L boiler max. pressure: 1 bar; machine weight: 2000 kg;	150.00
46	1	PH analyzer Heyl, Testomat Eco, brand: Heyl; type: Testomat Eco;	75.00
47	1	water softener Wave Cyber, brand: Wave Cyber; description: 2 tanks;	50.00
48	1	lot of desks, chairs, cupboards	10.00
49	1	air treatment system Wesper, CDC214, year built 2000, serial number 429259, brand: Wesper; type: CDC214; year: 2000; serial number: 429259; total dimension L: 4250 mm; total dimension W: 1700 mm; description: Sitec command;	500.00
50	1	hydraulic hand pallet truck MIC , TM2000, brand: MIC ; type: TM2000; lifting capacity: 2000 kg; description: without content ;	50.00
51	1	hydraulic hand pallet truck Mic, TM22, brand: Mic; type: TM22; description: without content ;	50.00
52	1	plastic retention tank total dimension L: 1800 mm; total dimension W: 135 mm; total dimension H: 700 mm;	50.00
53	1	batch of plastic boxes total dimension L: 600 mm; total dimension W: 400 mm; total dimension H: 240 mm; description: incl. bins of other dimensions;	150.00
55	7	batch of stainless trolleys total dimension L: 1400 mm; total dimension W: 100 mm; total dimension H: 1750 mm;	200.00
56	1	batch of plastic boxes total dimension L: 600 mm; total dimension W: 400 mm; total dimension H: 240 mm;	150.00
57	1	batch of plastic boxes total dimension L: 500 mm; total dimension W: 300 mm; total dimension H: 250 mm;	150.00
58	1	foam gun Ocene, brand: Ocene;	25.00
59	1	sawing machine Biro, 3336, year built 1991, serial number 38737, brand: Biro; type: 3336; year: 1991; serial number: 38737;	150.00
60	1	foam gun Ocene, year built 2002, brand: Ocene; year: 2002;	50.00
61	9	batch of stainless trolleys total dimension L: 1400 mm; total dimension W: 100 mm; total dimension H: 1750 mm;	200.00
62	1	foam gun Ocene, year built 2002, brand: Ocene; year: 2002;	50.00
63	6	batch of mobile fiberglass containers description: 3x dimensions approx. 1000x1100mm; 3x 800x1100mm;	100.00
64	1	heating system for oven cell Arcos, brand: Arcos; total dimension L: 5000 mm; total dimension W: 2000 mm;	500.00
65	1	freezing chamber Dagard, brand: Dagard; total dimension L: 10000 mm; total dimension W: 4500 mm; description: incl. 1 air conditioner LU-VE NHI 396 E 5 and 1x NHI 272 E 5;	1,500.00
66	1	batch of plastic boxes total dimension L: 600 mm; total dimension W: 400 mm; total dimension H: 200 mm;	50.00



Lot	Number	Description	Starting Bid €
67	1	Lot of stainless trolleys total dimension L: 1400 mm; total dimension W: 1000 mm; description: pack of 2; 6 floors ;	50.00
68	1	hydraulic hand pallet truck lifting capacity: 2000 kg; description: short forks;	50.00
70	1	mobile bin tipper	100.00
71	1	mobile bin tipper	100.00
73	1	boiler Unical, year built 1991, brand: Unical; year: 1991; capacity: 163 kW; burner brand + model: Cuenod; description: with plate heat exchanger;	200.00
74	6	batch of tanks for autoclave description: diameter 900mm;	100.00
75	1	Computer rack Gigamedia, brand: Gigamedia; description: without content;	100.00
76	1	Meeting room description: including a 270 x 200cm table; 7 chairs; 2 sofas; 1 coffee table; a painting ; 2 tables; 1 wardrobe and shelves;	100.00
77	1	Meeting room total dimension L: 3000 mm; total dimension W: 900 mm; description: including 1 table and 3 chairs;	75.00
78	1	Safe Fichet bauche, S60D, brand: Fichet bauche; type: S60D; total dimension L: 1200 mm; total dimension W: 770 mm; total dimension H: 2000 mm;	100.00
79	1	hydraulic hand pallet trucks lifting capacity: 2500 kg;	50.00
100	1	Generator Renault, LSR51, serial number 13, brand: Renault; type: LSR51; serial number: 13; capacity: 500 kVA; engine brand + model: CUM/KTTA19G2; generator brand + model: Alsthom 475L10S; water cooled: yes; air cooled: no; total dimension L: 3500 mm; total dimension W: 1500 mm;	3,000.00
102	1	air compressor Kaeser, AS36, year built 2000, serial number 1041, brand: Kaeser; type: AS36; year: 2000; serial number: 1041; capacity: 8 bar; power: 22 kW; own weight: 490 kg;	300.00
103	1	air compressor Kaeser, AS36, year built 2000, serial number 1043, brand: Kaeser; type: AS36; year: 2000; serial number: 1043; capacity: 8 bar; power: 22 kW; own weight: 490 kg;	300.00
104	1	oil water separator Donaldson, brand: Donaldson;	50.00
105	1	buffer tank Pauchard, year built 1993, brand: Pauchard; year: 1993; capacity: 10 bar; tank capacity: 1010 l; vertical: yes; diameter: 1000 mm;	50.00
106	1	buffer tank OKs, year built 2016, serial number 5325, brand: OKs; year: 2016; serial number: 5325; capacity: 11 bar; tank capacity: 900 l;	50.00
107	1	air dryer Euro reservoir, C35, year built 2000, brand: Euro reservoir; type: C35; year: 2000; description: 2x120 liters;	50.00
108	1	gas and electric boiler Lacaze, brand: Lacaze; switchcabinet detached: yes;	1,000.00
109	1	cold Group Johnson controls, brand: Johnson controls; description: r404a; HRS compressor D6DL-270X-EWL;	500.00
110	1	cold Group Johnson controls, brand: Johnson controls; description: r404a; HRS compressor D6DL-270X-EWL;	500.00



Lot	Number	Description	Starting Bid €
111	1	cold Group Bitzer, F302h, year built 2000, brand: Bitzer; type: F302h; year: 2000; type of refrigerant: R570;	200.00
112	1	cold Group Bitzer, F302h, year built 2011, brand: Bitzer; type: F302h; year: 2011; type of refrigerant: R404a;	200.00
113	1	set of 3 cold groups Johnson controls, brand: Johnson controls;	150.00
114	1	cold Group Tecumsek, year built 2016, brand: Tecumsek; year: 2016; type of refrigerant: R404a;	100.00
115	1	cold Group type of refrigerant: R22;	50.00
116	1	cold Group Johnson controls, brand: Johnson controls; capacity: 9 m³/hr; type of refrigerant: R22;	50.00
117	1	cold Group Danfoss, brand: Danfoss;	100.00
118	1	cold Group type of refrigerant: R422D;	50.00
119	1	cold Group Ecumsek, year built 2011, brand: Ecumsek; year: 2011; type of refrigerant: R404a;	50.00
120	1	set of 2 cold groups	50.00
121	1	evaporator Trane, ECGAN214, serial number 31GA156.01, brand: Trane; type: ECGAN214; serial number: 31GA156.01; number of fans: 8; own weight: 4200 kg; total dimension L: 5140 mm; total dimension W: 2260 mm; total dimension H: 2432 mm; description: with Aquastream2;	1,000.00
122	1	water analyzer Endress Hauser, Liquistation, brand: Endress Hauser; type: Liquistation;	100.00
123	1	cold Group York, YCSA-100-TP-380T, serial number S668521082, brand: York; type: YCSA-100-TP-380T; serial number: S668521082; capacity: 16.5 m³/hr; power: 96 kW; description: with insulated tank ;	1,500.00
124	1	hydraulic hand pallet truck lifting capacity: 2000 kg;	50.00
125	1	hydraulic hand pallet truck description: without content ;	50.00
126	1	hydraulic hand pallet truck Mic, TM22, brand: Mic; type: TM22; description: without content ;	50.00
128	1	hydraulic hand pallet truck description: without content ;	50.00



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.

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