



**SIEMENS SKV Praque - Day 6 in liquidation (CZ)**

**SIEMENS Hersteller von Aluminium-  
Zugkarosserien**

Ringhofferova 115 - 155 21 Prague  
(Siemens)

Schlussdatum: Montag **08 MÄRZ** beginnt 15:00



**Besichtigung:**

Nach Absprache

Ringhofferova 115 - 155 21 Prague (Tschechische Republik)



## Montag 08 März 2010 SIEMENS SKV Praque - Day 6 in liquidation

### Spezielle Bedingungen

Schlussdatum	Montag 08 März 2010																				
Besichtigung	Nach Absprache																				
Diese Online-Versteigerung wird organisiert von	TROOSTWIJK VEILINGEN BV OVERSCHIESTRAAT 59 1062 xd AMSTERDAM, Niederlande E-Mail: <a href="mailto:info@troostwijkauctions.com">info@troostwijkauctions.com</a>																				
Aufgeld	18,00%																				
MwSt.	20,00%																				
Abholung	Nach Absprache																				
Versteigerungsbedingungen	Im Zuge der Auktion gelten für den (möglichen) Ankauf beweglicher Anlagegüter diese Speziellen Bedingungen und die Allgemeinen Online-Auktionsbedingungen.																				
Bezahlung	Per Überweisung innerhalb von 48 Stunden nach Erhalt der Verkaufsbestätigung (Proforma- Rechnung). Bitte geben Sie Ihre Käufernummer und den Namen der Auktion an.																				
	<table><thead><tr><th>Bank</th><th>Account nr.</th><th>IBAN nr.</th><th>BIC code.</th></tr></thead><tbody><tr><td>ABN</td><td>0 43.50.85.603</td><td>NL98 ABNA</td><td>ABNANL2A</td></tr><tr><td>Fortis</td><td>0 64.21.74.539</td><td>NL84 FTSB</td><td>FTSBNL2R</td></tr><tr><td>RABO</td><td>0 39.36.95.212</td><td>NL11 RABO</td><td>RABONL2U</td></tr><tr><td>ING</td><td>0 69.73.11.422</td><td>NL79 INGB</td><td>INGBNL2A</td></tr></tbody></table>	Bank	Account nr.	IBAN nr.	BIC code.	ABN	0 43.50.85.603	NL98 ABNA	ABNANL2A	Fortis	0 64.21.74.539	NL84 FTSB	FTSBNL2R	RABO	0 39.36.95.212	NL11 RABO	RABONL2U	ING	0 69.73.11.422	NL79 INGB	INGBNL2A
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Positionen ohne Gebot	Alle Positionen ohne Gebot werden verlängert und enden 30 Minuten nachdem die letzte Position in der Auktion ausgelaufen ist.																				
Abholen	Einige Positionen müssen demontiert werden. Die Demontage wird von der Firma Intermedia Engineering B.V. durchgeführt. Die Kosten werden von Troostwijk zusammen mit den ersteigerten Gegenständen in Rechnung gestellt. Die Verladung auf einen LKW ist im Preis enthalten, der LKW selbst muss allerdings vom Kunden organisiert werden. Die Abholung findet am 11 März, von 9:00 bis 16:00 Uhr, statt. Im Zweifelsfall kontaktieren Sie bitte die Firma Intermedia Engineering B.V..Contact: Mr. Patrick Puts Vierbundersweg 1 5107 NL Dongen, Holland +31 162 38 36 30																				
Informationen zur MwSt.	EU-Kunden, die ihre Umsatzsteuer-Identifikationsnummer angeben, müssen keine MwSt. bezahlen. Wenn ein Kunde diese nicht oder falsch angibt, müssen wir die deutsche MwSt. berechnen. Dieser Betrag wird dann nicht zurückerstattet. Kunden aus Drittländern müssen die Mehrwertsteuer als Kautionszahlung bezahlen. Nach Erhalt der zum Nachweis der erfolgten Ausfuhr ordnungsgemäß abgestempelten, gültigen Original-Ausfuhrdokumente wird Ihnen diese zurück erstattet.																				



Position	Anzahl	Beschreibung	Startgebot €
4	1	<b>Ekol continuous degreasing plant</b> Ekol, MT4 E-0324/RSS7, baujahr 2004, continuous degreasing plant, total dim. cabin 5200x8000 mm, with 2 roller shutters, 253 kW, 500 Amp., with p.p. dosing tanks, 2 s/s tanks, power/control cabinet, extraction	500,00
17	1	<b>Tos universal lathe</b> Tos , SV18RD, universal lathe, turning diam. 380 mm, turning length 1500 mm, free hole approx. 40 mm, with 4-jaw chuck, diam. 200 mm	1.000,00
20	1	<b>manual 3-roll bending machine</b> manual 3-roll bending machine, working width 1000 mm	100,00
21	1	<b>manual 3-roll bending machine</b> manual 3-roll bending machine, working width 1000 mm, with table	100,00
23	1	<b>manual 3-roll bending machine</b> manual 3-roll bending machine, working width 1000 mm, with tooling and rack	100,00
41	1	<b>Jotes surface grinding machine</b> Jotes, SPC 20b, baujahr 1976, seriennummer 4919, surface grinding machine, with magnetic plate, dim. 510x200 mm, grinding disc, diam. 250 mm, with suction unit	300,00
97	1	<b>Narex turning head</b> Narex, 6x50-220, turning head, MK6	40,00
99	1	<b>Narex turning head</b> Narex, 6x19-90, turning head, MK6	40,00
178	1	<b>Prumystory column drilling machine</b> Prumystory , VS32B, baujahr 1991, seriennummer 6115, column drilling machine, throat 300 mm, table dim. 400x300 mm, speed 56-2240 Rpm	250,00
180	1	<b>ZEZ spot welding machine</b> ZEZ, BN 20/0, baujahr 1979, seriennummer 734, spot welding machine, throat 560 mm, 380 Volt, 50 Hz, Sek. 2-4 Volt, F max. 5 kN	30,00
183	1	<b>Strojirny tool grinding machine</b> Strojirny, tool grinding machine, with clamp	50,00
230	1	<b>Pehaka band sawing machine</b> Pehaka, USF-5R, seriennummer 37932, band sawing machine, throat 500 mm, table size 680x760 mm, blade 3900 x 3-20 mm, with Ideal band saw device	350,00
237	1	<b>WMW milling machine</b> WMW , FSS 315 V, milling machine, cap. SK50, milling turnable, table dim. 1250x380 mm, travels X, Y, Z, ca. 850x270x320 mm, 28-1400 Rpm	800,00
265	1	<b>manual bending machine</b> manual bending machine, cap. 1030x3 mm	50,00
472	1	<b>Tecna spot welding machine</b> Tecna, TE90 Mark II, baujahr 2006, seriennummer 05093, spot welding machine, 400 Volt, 50 Hz, cap. 25-55 KVA, F max. 150 DAN, troath 400 mm, water cooled and digital control	300,00
644	1	<b>Ricoh multifunctional printer</b> Ricoh , Aficio 1515MF, multifunctional printer (copying, scanning, printing)	20,00
663	1	<b>Wagner colour injection device</b> Wagner, 35-70, portable air paint device, with pump and mix	80,00
664	1	<b>Wagner colour injection device</b> Wagner, 35-70, portable air paint device, with pump and mix	80,00
665	1	<b>Wagner colour injection device</b> Wagner, 35-70, portable air paint device, with pump and mix	80,00
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668	1	<b>Wagner colour injection device</b> Wagner, 35-70, portable air paint device, with pump and mix	80,00
669	1	<b>Wagner Colora colour injection device</b>	70,00



Position	Anzahl	Beschreibung	Startgebot €
670	1	Wagner Colora, portable air paint device, with pump and mix <b>Wagner Colora colour injection device</b>	70,00
671	1	Wagner Colora, portable air paint device, with pump and mix <b>Wagner Colora colour injection device</b>	70,00
672	1	Wagner Colora, portable air paint device, with pump and mix <b>Wagner Colora colour injection device</b>	70,00
673	1	Wagner Colora, portable air paint device, with pump and mix <b>Wagner Colora colour injection device</b>	70,00
674	1	Wagner Colora, portable air paint device, with pump and mix <b>Wagner Colora colour injection device</b>	70,00
675	1	<b>Kremlin colour injection device</b> Kremlin, portable air paint device, with pump and mixer	50,00
676	1	<b>Kremlin colour injection device</b> Kremlin, portable air paint device, with pump and mixer	50,00
677	1	<b>Kremlin colour injection device</b> Kremlin, portable air paint device, with pump and mixer	50,00
678	1	<b>Kremlin colour injection device</b> Kremlin, portable air paint device, with pump and mixer	50,00
679	1	<b>Kremlin colour injection device</b> Kremlin, portable air paint device, with pump and mixer	50,00
680	1	<b>Kremlin colour injection device</b> Kremlin, portable air paint device, with pump and mixer	50,00
681	1	<b>colour injection device</b> portable injection device, with pump and mixer	50,00
682	1	<b>Fuchsberger colour injection device</b> Fuchsberger, portable injection device, with pump and mixer	50,00
683	1	<b>Ruwac industrial vacuum cleaner</b> Ruwac, DS1400B1EX, industrial vacuum cleaner, 4,6 kW	50,00
684	1	<b>Sapi mobile suction</b> Sapi, mobile suction and 1 industrial vacuum cleaner	50,00
685	1	<b>Alto/WAP industrial vacuum cleaner</b> Alto/WAP, Turbo DX/B1 EEX NT4, industrial vacuum cleaner, cap. 2000 Watt	50,00
715	1	<b>lifting beam</b> lifting beam, length 4220 mm (external grounds building 42)	200,00
1096	1	<b>Somet gauge block holder</b> Somet, gauge block holder	20,00
1137	1	<b>mechanical recorder</b> mechanical recorder for ambient measurement	15,00
1266	1	<b>Fluke cable analyzer</b> Fluke, DSP-4000, cable analyzer	250,00
1267	1	<b>Fluke cable analyzer</b> Fluke, DSP-4000, cable analyzer	250,00
1272	1	<b>Tektronix digitizing oscilloscope</b> Tektronix, TDS 2024, digitizing oscilloscope, colour for channel, 200 Mhz, 2 GS/S	500,00
1278	1	<b>Tektronix digital storage oscilloscope</b> Tektronix, 2230, digital storage oscilloscope, 60 Mhz	100,00
1279	1	<b>Tektronix handheld digital storage oscilloscope</b> Tektronix, 222, handheld digital storage oscilloscope, DC to 10 Mhz signal band width	100,00
1280	1	<b>Tektronix handheld digital storage oscilloscope</b> Tektronix, 222, handheld digital storage oscilloscope, DC to 10 Mhz signal band width	100,00
1281	1	<b>Tektronix handheld digital storage oscilloscope</b> Tektronix, 222, handheld digital storage oscilloscope, DC to 10 Mhz signal band width	100,00
1282	1	<b>Tektronix handheld digital storage oscilloscope</b> Tektronix, 222, handheld digital storage oscilloscope, DC to 10 Mhz signal band width	100,00



<b>Position</b>	<b>Anzahl</b>	<b>Beschreibung</b>	<b>Startgebot €</b>
1321	2	<b>Ohm meters</b> Ohm meters	5,00
1323	2	<b>Ohm meters</b> Ohm meters	5,00
1327	1	<b>Illko digital Ohm meter</b> Illko, Digi Ohm 20L, digital Ohm meter	10,00
1328	1	<b>Illko digital Ohm meter</b> Illko, Digi Ohm 20L, digital Ohm meter	10,00
1329	1	<b>Illko digital Ohm meter</b> Illko, Digi Ohm 20L, digital Ohm meter	10,00
1330	6	<b>various electrical measuring devices</b> various electrical measuring devices	30,00
1413	1	<b>Teak cassette recorder</b> Teak, R-71, cassette recorder	5,00
1432	1	<b>Sokkia digital theodolite</b> Sokkia, DT 510, seriennummer 025843, digital theodolite, length 165 mm, aperture 45 mm, magnification 30x, with tripod	250,00
1439	1	<b>Geo laser receiver</b> Geo, LE-10, laser receiver	150,00
1466	1	<b>set of gauge mark</b> set of gauge mark, with case	20,00
1467	1	<b>set of gauge mark</b> set of gauge mark, with case	20,00
1468	1	<b>set of gauge mark</b> set of gauge mark, with case	20,00
1471	1	<b>set of gauge mark</b> set of gauge mark, with case	20,00
1814	1	<b>Ricoh copier machine</b> Ricoh, Aficio 201, copier machine, with cabinet	100,00
1869	1	<b>various autogenic bottle wagons</b> various autogenic bottle wagons	200,00
1882	1	<b>lot of marker stands</b> lot of approx. 50 marker stands, a.o. R 06, etc.	50,00
2330	1	<b>GSC digital weighing scale</b> GSC, SGW 6000, digital weighing scale, cap. 6000 g x 0,59	30,00
2331	1	<b>NN digital weighing scale</b> NN, NHV-30, digital weighing scale, cap. 30 x 0,01 kg	30,00
2424	1	<b>soldering iron</b> soldering iron, 200 Watt	35,00
2430	1	<b>soldering iron</b> soldering iron	20,00
2577	1	<b>Transportata weigher</b> Transportata, weigher, cap. 0-50 kg	50,00
2588	1	<b>Plate weighing scale</b> Plate weighing scale, cap 1000 kg.	100,00
2766	1	<b>manipulation beam</b> baujahr 2005, manipulation beam, max. 10 ton	150,00
2767	1	<b>manipulation beam</b> baujahr 2005, manipulation beam, max. 10 ton	150,00
2820	1	<b>Uniman hoisting beam</b> Uniman , UTI 4-250 1/8-5/3, baujahr 2006, hoisting beam, cap. 500 kg, length 7000 mm, own weight 145 kg, with trolley	150,00
3404	2	<b>NN pneumatic tools</b> NN, pneumatic tools	20,00
3436	1	<b>Dynabrade pneumatic sander</b> Dynabrade, 58041, pneumatic sander/greasing tool, 950 Rpm, diam. 300 mm, in box	30,00



<b>Position</b>	<b>Anzahl</b>	<b>Beschreibung</b>	<b>Startgebot €</b>
3499	3	<b>Ingersoll Rand pneumatic tools</b> Ingersoll Rand, DG 210, pneumatic tools, N= 40.000, 6,2 bar	30,00
3640	1	<b>H-section lifting beam</b> H-section lifting beam, 677 kg, approx. 9000 mm long and sections 2000 mm long	100,00
6000	1	<b>SP folie sealunit</b> SP, 57, folie sealunit, with 10 boxes, with foil and table	50,00
6001	2	<b>NN wrapping units</b> NN, wrapping units, with reel	25,00
6002	1	<b>NN double grinding machine</b> NN, double grinding machine on column, reel diam. 300 mm, with suction unit	50,00
6003	1	<b>rack with lot of hoisting chains</b> rack with lot of hoisting chains, with rack (red)	250,00
6004	1	<b>rack with lot of hoisting chains</b> rack with lot of hoisting chains, with rack (red)	250,00
6005	1	<b>rack with lot of hoisting chains</b> rack with lot of hoisting chains, with rack (red)	250,00
6006	1	<b>rack with lot of hoisting chains</b> rack with lot of hoisting chains, with rack (red)	250,00
6007	1	<b>rack with lot of hoisting chains</b> rack with lot of hoisting chains, with rack (red)	250,00
6008	1	<b>rack with lot of hoisting chains</b> rack with lot of hoisting chains, with rack (red)	250,00
6009	1	<b>rack with lot of hoisting chains</b> rack with lot of hoisting chains, with rack (red)	250,00
6010	2	<b>racks with hoisting belts</b> rack with hoisting belts	200,00
6012	1	<b>NN various plate lifters</b> NN, various plate lifters	150,00
6013	1	<b>Ricoh copy machine</b> Ricoh, 2015, copy machine, with paper drawer, digital read out, top input	200,00
6014	1	<b>Ricoh colour copy machine</b> Ricoh, Aticio 3245C, colour copy machine, with paper drawers, digital read out, top input, special input	400,00
6015	1	<b>Ricoh copy machine</b> Ricoh, Aticio 2020D, copy machine, with paper drawers, digital read out, top input	250,00
6016	1	<b>Ricoh copy machine</b> Ricoh, Aticio 2015, copy machine, with digital read out, paper drawers and top input	200,00
6017	1	<b>Ricoh copy machine</b> Ricoh, Aticio 2015, copy machine, with digital read out, paper drawers and top input	200,00
6018	1	<b>Ricoh copy machine</b> Ricoh, Aticio 1515 MF, copy machine, table model, with digital read out, paper drawer and top input	50,00
6019	1	<b>Ricoh copy machine</b> Ricoh, Aticio 1515 MF, copy machine, table model, digital read out	50,00
6020	1	<b>Ricoh laser printer</b> Ricoh, AP400N, laser printer	50,00
6021	1	<b>HP laser printer</b> HP, 1010, laser printer	5,00
6022	1	<b>Datamax label printer</b> Datamax , I Class, label printer, with digital read out	50,00
6023	1	<b>Datamax label printer</b> Datamax , I Class, label printer, with digital read out	50,00
6024	1	<b>Datamax label printer</b> Datamax , I Class, label printer, with digital read out	50,00
6025	1	<b>Datamax label printer</b> Datamax , I Class, label printer, with digital read out	50,00



<b>Position</b>	<b>Anzahl</b>	<b>Beschreibung</b>	<b>Startgebot €</b>
6026	1	<b>EBA office shredder</b> EBA, 2226, office shredder	50,00
6027	1	<b>EBA office shredder</b> EBA, 2226, office shredder	50,00
6028	1	<b>lot of various Siemens mobile telephones</b> Siemens, lot of various mobile telephones, in box	50,00
6029	1	<b>Schmalz 2-fold vacuum lifter</b> Schmalz, VMV-Dummi, baujahr 2005, 2-fold vacuum lifter, cap. 125 kg	200,00
6030	1	<b>Belet pallet lifter</b> Belet, F6R, manual/hydraulic pallet lifter, cap. 630 kg, lifting height 1600 mm	50,00
6031	1	<b>Quick Lift manual pallet lifter</b> Quick Lift, manual pallet lifter, cap. 2000 kg	50,00
6032	1	<b>NN manual pallet lifter</b> NN, manual pallet lifter, cap. 2000 kg	50,00
6033	1	<b>Kaiser &amp; Kraft special barrel lifter</b> Kaiser & Kraft, mobile special barrel lifter/manual/hydraulic	50,00
6034	2	<b>various mobile stairs</b> various mobile stairs	50,00
6035	1	<b>lot of ladders</b> lot of aluminium and wooden ladders	50,00
6036	1	<b>Loziska vacuum lift plate</b> Loziska, special pneumatic balloon vacuum lift plate, size about 130x130 cm, with 4-fold vacuum unit	250,00
6037	2	<b>Galaqua hot/cold water dispensers</b> Galaqua, hot/cold water dispensers, 230 Volt	50,00
6038	2	<b>Galaqua hot/cold water dispensers</b> Galaqua, hot/cold water dispensers, 230 Volt	50,00
6039	2	<b>Galaqua hot/cold water dispensers</b> Galaqua, hot/cold water dispensers, 230 Volt	50,00
6040	2	<b>Galaqua hot/cold water dispensers</b> Galaqua, hot/cold water dispensers, 230 Volt	50,00
6041	2	<b>Galaqua hot/cold water dispensers</b> Galaqua, hot/cold water dispensers, 230 Volt	50,00
6042	2	<b>Galaqua hot/cold water dispensers</b> Galaqua, hot/cold water dispensers, 230 Volt	50,00
6043	2	<b>Galaqua hot/cold water dispensers</b> Galaqua, hot/cold water dispensers, 230 Volt	50,00
6044	2	<b>Galaqua hot/cold water dispensers</b> Galaqua, hot/cold water dispensers, 230 Volt	50,00
6045	2	<b>Galaqua hot/cold water dispensers</b> Galaqua, hot/cold water dispensers, 230 Volt	50,00
6046	2	<b>Galaqua hot/cold water dispensers</b> Galaqua, hot/cold water dispensers, 230 Volt	50,00
6047	1	<b>Welding unit</b> whph, 315 FH, welding unit.	250,00
6049	1	<b>Lifting hoisting beam</b> Hoisting lifting beam, cap 500 kg.	100,00
6050	1	<b>lot of various manual electric tooling</b> lot of various manual/ electric and pneum tooling	100,00
6051	1	<b>vacuum cleaners</b> 2 vacuum cleaners	100,00
6052	1	<b>laser office copy machine</b> Ricoh, laser office copy machine	100,00



## Allgemeine Bedingungen Online veiling TroostwijkAuctions.com

### 1. Definitions

Website:	the website <a href="http://www.TroostwijkAuctions.com">www.TroostwijkAuctions.com</a> , 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 User:	the General Terms and Conditions for access to and use of the 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 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.

### 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.

#### **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. Troostwijk and/or the Seller are entitled to reject bids without giving any reason. 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 'proxy bid.' In a static bid, the User places a bid in the form of a fixed amount per Lot. In a proxy 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. A proxy bid can be eliminated by the User solely by placing a static bid that at that moment is the highest bid.
- 5.4 The Purchase Agreement arises through Allocation. Allocation is generally given to the User who has made the highest Bid. By applying article 5.1, through conditions for allocation as included in the Specific Terms and Conditions of the Online Auction or for other reasons at the discretion of Troostwijk, a Lot can be allocated to a different User who has placed the highest sustainable Bid.
- 5.5 The Purchaser receives confirmation within 48 hours after the Auction has been closed (not including Saturdays, Sundays and holidays) by e-mail 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. Troostwijk then has the right not to allocate or not to allocate under any suspensive condition(s).
- 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 receiver is the Seller, section 7.19 of the Civil Code obtains.
- 5.9 In the event that the auction occurs in the presence of a civil-law notary or court bailiff, he will supervise 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 thereto. 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. Termination

- 10.1 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.
- 10.2 In case of termination as intended in 10.1, 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 11. Liability**

- 11.1 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.
- 11.2 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.
- 11.3 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 12. Adjustments; Effect**

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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 13. Applicable law**

- 13.1 Dutch law is applicable to these General Terms and Conditions of the Online Auction and the legal relationships that are associated with the Auction.
- 13.2 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.
- 13.3 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.