

SPECIFIC TERMS AND CONDITIONS OF THE ONLINE SALE OF

SALE 962

Closing 24/01/2025

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|--|--|----------|----------|----------|-----|---------------------|----------|
| <u>STARTING DATE</u> | 15/01/2025 as from 01h00 | | | | | | |
| <u>CLOSING DATE</u> | 24/01/2025 as from 15h00 | | | | | | |
| <u>VIEWING(S)</u> | THERE IS NO VIEWINGDATE FORESEEN | | | | | | |
| <u>THIS AUCTION IS ORGANIZED BY</u> | Appelboom NV, Kontichsesteenweg 42, B-2630 Aartselaar – tel: 0032 3 448.27.40 – fax: 0032 3 440.72.67 – info@appelboomonline.be | | | | | | |
| <u>BUYERS PREMIUM</u> | 19% over the highest bid | | | | | | |
| <u>VAT</u> | 21% over the highest bid and over the buyers premium where applicable | | | | | | |
| <u>CAUTION</u> | Not applicable | | | | | | |
| <u>PAYEMENT DETAILS</u> | <u><i>Your immediate bank payement is required within 24 hours after you recieved the confirmation email of the items you bought at the auction, on the following accout. Please state the buyer, auction name en Lotnumbers.</i></u> | | | | | | |
| <u>ACCOUNTNUMBER</u> | <table><tr><td>Bank</td><td>IBAN nr.</td><td>BIC Code</td></tr><tr><td>KBC</td><td>BE17 7310 1018 9621</td><td>KREDBEBB</td></tr></table> | Bank | IBAN nr. | BIC Code | KBC | BE17 7310 1018 9621 | KREDBEBB |
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| <u>COLLECTION &</u> | | | | | | | |

COLLECTION ADDRESS

ONLY BY APPOINTMENT – THE COLLECTION IS at 1745 OPWIJK (the exact address will be communicated to the buyers)

cfr following procedure

This means that when the auction closes, you will receive your order, as before.

AFTER THE PAYABLE AMOUNT IS ON OUR ACCOUNT, THE BUYER WILL BE CONTACTED BY APPELBOOM NV to obtain a timeslot for the collection of the goods, so that each buyer can collect his lots separately from other buyers.

We ask the buyers to arrive punctually on their assigned time period

The goods will only be given after full payment.

COLLECTION INSTRUCTIONS

The buyers are fully responsible for the dismantling, loading and transportation of the bought Lots. Appelboom NV cannot accept any responsibility unless indicated otherwise. The buyers have to take in account that there are no dismantling and loading equipment available at site. The collection will only take place on the mentioned collection dates/time and address

GENERAL TERMS AND CONDITIONS OF THE OLINE AUCTION

On the auction the general terms and conditions of the online auction are applicable concerning (possible) purchase of moveable assets, furthermore are these specific terms and conditions .

FOLLOWING LOTS

After registration and Login, Lots can be followed in MyAAccount.

COMBINATION

Not applicable

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

SUBJECT TO ALLOCATION

The Lots under subject to allocation will be presented to our client. Appelboom NV will communicate within 48hours (Saturdays, Sundays and holidays not included) if the Lot(s) are definitely allocated.

AT THE ATTENTION OF THE BUYER

The buyers or bidders shall be deemed to have inspected all lots on the viewing day which is organised before de closure of the sale.

ART. 6 General Conditions

Participating and bidding without having inspected the lots on the

ART 53,11° WER VI

viewing day, is on their own responsibility.

Art. 6.2 and 6.6 of the General Conditions mentions:

“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. The Purchaser is assumed to have carefully investigated the Lot bought by him beforehand. Appelboom 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. No right of discount, damages and/or any other remedies shall be available to the Purchaser with respect to defects of whatever kind or disappointed expectations of the Purchaser and/or receiving third parties. As the lots could be visited before or during the Auction and the Online Conditions were known, the Buyer is supposed to have examined carefully the lots he bought, and being informed about the state of the lots.”

“All information/mentions about the lots in the catalogue, brochures or any other communication written by Appelboom and/or the internetsite of Appelboom, and especially their description, are procured as information under complete reserve. Those information/mentions are communicated to the purchaser in its pure indicative form and cannot lead to the liability of Appelboom, nor the seller or the bailiff. Examples of such wrong mentions (but not limited to this list) can be: the numbers of kilometres, the working hours of vehicles and machineries, date of construction, the accession date and other technical or commercial specifications.”

The Law for Remote Sale determined in WER Book VI art. 53 does not apply on public auctions (11°). Buyers do not have the right to cancel or revoke cfr art 47 WER Book VI.

LOTS WITHOUT A BID

For lots without bids, in some cases the price can be lowered in the last 24 hours before the ending of the auction

The Lots for which the minimum price has not yet been achieved can still be allocated during the auction and after consultation with the client.