

SPECIFIC AUCTION CONDITIONS REGARDING ONLINE-BIDS

General

1. These special auction conditions apply in addition to the “General Auction Conditions Stud 111” when a bidder / purchaser participates in the auction through online-bidding. Therefore, these conditions form an integral part of the aforementioned General Auction Conditions.
2. Definitions as mentioned in the aforementioned General Auction Conditions apply to these specific auction conditions as well.
3. By registering as a bidder / purchaser, this bidder / purchaser is considered to fully accept these special auction conditions and the aforementioned General Auction Conditions, with the exclusion of any conditions to be used by the bidder / purchaser himself.
 - a. In order to have a proper course of the auction, the bidder / purchaser undertakes to examine the sources of information listed below prior to the auction.
 - b. By submitting a bid through the internet, the bidder / purchaser confirms that he has duly taken notice of: a. the actual state and condition of the lot on which the bidder / purchaser is bidding, as can be found among others from the information provided via newspaper and / or the internet (auction site); b. the information provided / to be provided by the auctioning party before and during the auction about the lot to be auctioned. The risk that the bidder / purchaser has not or insufficiently taken notice of the aforementioned information rests entirely on the bidder / purchaser, who declares to agree with the content, working methods and instructions in respect of the auction.
 - c. Every online-bid made by the bidder / purchaser is, just like a bid made by a bidder / purchaser who is physically present at the auction-side, irrevocable and unconditional.
 - d. The judgment of the auctioneer is binding in determining which bid (made online and/or physically at the auction-side) comes first.
 - e. The bidder / purchaser is aware and agrees that the services provided by Pweb Solutions BV are limited to the technical facilitation of a) online-auctions and b) participating as a bidder / purchaser in online auctions. Pweb Solutions BV has and does not take any responsibility for the organization and the course of the online auctions.
 - f. Pweb Solutions BV's liability for culpable shortcomings in its services, as well as any wrongful act against the bidder / purchaser is always limited to cases in which there is intent and / or deliberate recklessness on the part of Pweb Solutions BV, including Pweb Solutions BV's employees and its (sub)contractors. Stud 111 is never liable for damages suffered as a result of acts and / or omissions of Pweb Solutions BV. The bidder / purchaser hereby declares that it will not hold the aforementioned parties liable. Neither Pweb Solutions BV nor Stud 111 is liable for damages suffered as a result of: acts and / or omissions by third parties, delays in the use of the auction site and / or failure or otherwise unavailability of the auction site. This also includes the unavailability of a specific auction(-lot). Such delays or failures can be caused by, among others, the improper functioning or availability of internet connections, or the improper functioning or availability of (computer) equipment. In addition to the

aforementioned, compensation for (in)direct or consequential damages may not be claimed under any circumstances, including, among others, loss of profit, missed savings and damage of reputation. No compensation can be claimed for damages that are (partly) the result of a circumstance in respect of which Pweb Solutions BV can rely on force majeure. The bidder / purchaser indemnifies Pweb Solutions BV and/or Stud 111 against any claim from third parties, insofar as such a claim is related to the participation of the bidder / purchaser in the auction, and/or information in relation to the auction.

g. When the bidder / purchaser proceeds to make an online-bid at the auction, this bid has the same legal force as making a physical bid at the auction-site.

h. Registering to be enable a bidder / purchaser to place an online bid does not entail the obligation to place an actual bid at the auction. The bidder / purchaser retains the option to physically participate in the auction at the auction-site.

i. To be able to bid online at the auction, the bidder / purchaser can be asked to pay an internet-deposit at the request of Stud 111. In that case, the bidder / purchaser must comply with this request for security before his registration to participate at the auction will be accepted.

j. The bidder / purchaser declares that by placing an online bid, he is aware of the procedure for depositing, securing and releasing the internet-deposit and declares to accept the procedure in relation to the aforementioned.

k. If, for whatever reason, the bidder / purchaser is unable to fulfill his obligation to purchase the auction-lot, the damage incurred will be recovered from the bidder / purchaser by the auctioning party, first of all, but not exclusively, from an internet-deposit.

l. The bidder / purchaser declares to have a mobile phone on which text-messages can be received. During the auction, the bidder / purchaser must be available to receive these kind of text-message from the auctioneer as well as Pweb Solutions BV.

m. The registration of the bidder / purchaser to participate at the auction is free of charge.

n. The validity-period of the bidder's / purchaser's registration is connected to validity-period of the bidder / purchaser's identification document which has been used for the registration.

o. By placing an online bid on an auction-lot, in the manner described by Pweb Solutions BV, the bidder / purchaser also grants a power of attorney to each of the employees of Stud 111 to sign on his behalf the required documents in relation to the auction-process and the finalizing sale process regarding the auction-lot. Based on this power of attorney, the authorized representative can sign necessary documents in relation to the sales-process and do what he deems necessary and useful in that regard. The authorized representative has the power to substitute, so that under his responsibility he can substitute its powers to another person.

p. Pweb Solutions BV and Stud 111 each reserve the right, for any reason and at any time, to refrain from making a specific auction available through the internet.

q. Pweb Solutions BV is authorized to amend its registration-process. After such a change, the bidder / purchaser will be requested to agree on these amended provision. After his consent, the relationship between the parties will be governed by the amended registration-process. The bidder / purchaser is always entitled to refuse the amended provisions. If that would be the case, Pweb Solutions BV has the right to immediately discontinue its services towards the bidder / purchaser. From that moment on, the bidder / purchaser will no longer be able to participate in online auctions as mentioned in these specific auction conditions.

r. Stud 111 reserves the right to unilaterally impose additional and / or amended provisions.

s. When the bidder / purchaser requires a service that provides an unusual transaction within the meaning of the Wwft (or equivalent authority from abroad), Pweb Solutions BV and/or Stud 111 is obliged to report this request to a central reporting authority. It is not allowed to inform the bidder / purchaser thereof.

t. Third-party clause for the benefit of Stud 111

If the bidder / purchaser is regarded as the highest bidder of an auction-lot, Pweb Solutions BV will retain the internet-deposit for Stud 111, subject to the full payment of the full security deposit. Stud 111 can claim from Pweb Solutions BV the internet-deposit for the payment of (part of) the costs of the “re-auction”. The bidder / purchaser is not entitled to the internet-deposit until full payment to Stud 111 of the full security deposit or the purchase price. After payment of the full security deposit or the purchase price to Stud 111, Pweb Solutions BV holds the internet-deposit for the bidder / purchaser in escrow until it is refunded to the bidder / purchaser.

u. Statement of availability of personal data

The personal data provided by the bidder / purchaser may only be used for the aforementioned registration, which enables the bidder / purchaser to participate in the online bidding process. Stud 111 may request and review all information made available by the bidder / purchaser. The aforementioned personal data of the bidder / purchaser may only be provided to third parties insofar this is necessary for the bidding-process of the auction. The aforementioned personal data of the bidder / purchaser may not be sold, rented or otherwise given to third parties. The bidder / purchaser gives permission to all employees of Pweb Solutions BV, Stud 111 and/or other parties that are affiliated with the online bidding-to take notice of the given personal data.

In case of a discrepancy between the Dutch and English version of these specific auction conditions, the Dutch version will prevail.