

## AUCTION CONDITIONS – THE REQUESTER (seller) R

### **§ 1. Preconditions:**

**1.1.** To get access to sell effects on online-auction by [www.HillerodAuctions.dk](http://www.HillerodAuctions.dk) (in the following just called on-line, the R has to be registered as a user, as well as the R must read and accept these conditions.

**1.2.** On-line is an online platform, where the R has the opportunity, to put his Effects on Sale. The R is responsible for a complete description of the Effects, including all kinds of failures and missings.

### **§ 2. Registration, Safe and Personal datas:**

**2.1.** On-line registrates and use a number of information, such as name, address and e-mail-address, to make it possible for Hillerød Auctions to sell effects via the on-line site.

**2.2.** All information registered by the on-line, will be kept for 5 years, will NOT be sold to third parties, as well as Hillerød Auctions not will ask for or register delicate personal information.

**2.3.** The R is responsible that all given information are correct, as well as the R at any time can see the registered information about himself.

**2.4.** In case the R wants to make changes within the given information, he can always contact the on-line site.

### **§ 3. Biddings:**

**3.1.** Everything is sold for the highest bid, but the R can before the beginning of the Auction ask for a minimum price, though not less than DKK 5x00,00 for general Effects and DKK 5.000,00 for motorized vehicles, unless another agreement has been made with Hillerød Auctions.

**3.2.** Hillerød Auctions has at any time the entire right to reject Effects, that may not seem relevant og may offensive to the Auction.

**3.3.** If the minor price has not been obtained within the set period of sale, the Effect will automatically be taken to a new period of auction, and salary for the first period, will not be calculated into the second period.

**3.4.** If the buyer, i.e. the buyer with the highest bid, do not pay within the settled time, or do not pick up the Effect regarded to the agreement, or do not react to calls from Hillerød Auctions, the purchase is considered a significant breach of contract from the buyer.

**3.5.**By significant breach of contract from the buyer, Hillerød Auctions has the right to annul the agreement, facing the breaching buyer on behalf of the R. The R is hereafter due to take the Effect back.

#### **§ 4. Interference of the Auction:**

**4.1.** As soon as the Auction has started, the R is not allowed to stop or remove any of his Effects from the Auction.

**4.2.**The Auction can only be stopped or prolonged if Hillerød Auctions finds it expedient, for example mistake about misusing, technical conditions or other things of importance.

**4.3.**Hillerød Auctions is not responsible for delays, technical disturbs or similar in connection with the running of the auction.

**4.4.**Hillerød Auctions has the entire right of changes, including to let Effects be taken out of auctions. Hillerød Auctions takes also all reservations for failures of spelling, writing, pictures or wrong estimates of goals, weight, capacity, taxstatus etc. on the on-line site.

#### **§ 5. Ownership, claim og responsibility:**

**5.1.**Hillerød Auctioner is not responsible facing the buyer, as Hillerød Auctions only has a function as a connection between the R and the purchaser.

**5.2.**The R must guarantee to the buyer, that he has a complete ownership and all rights to deal with the Effect, that he puts to auction, this goes for as well live- and on-line auctions, as well as the R must guarantee, that the Effect is free of any debts.

**5.3.**The R is responsible to the buyer for any failures and/or reclamations regarding the at any time valuable Danish Act of Purchasing, see also the conditions concerning buyers.

#### **§ 6. Salary and tax:**

**6.1.** In addition to the bidding sum, is added a salary for the buyer, at 15 % incl. tax of the highest bidding sum.

**6.2.** The bidding sum is withdrawn a salary for the R at 12,5% incl tax, from each catalogue number.

**6.3.** The salaries for the buyer and the R, are deducted from the final accounting to the R.

**6.4.** Upon all taxrequired Effects, are calculated tax according to Danish Law..

**6.5.** The R is responsible to deal correctly with tax and other costs required, as Hillerød Auctions, which is previously mentioned above, only has a function as a connection between the R and the buyer.

**6.6.** For lawyers, effects from bankruptcy and courts, costs regards to the particular agreement.

**6.7.** Salaries and eventually other costs, may be changed by Hillerød Auctions without any warning. This will be informed on the website.

### **§ 7. Payment:**

**7.1.** After the auction, the highest bidding buyer will receive an e-mail, referring to the total bid as well as the conditions of payment.

**7.2.** When the payment has been carried through, both the buyer and the R, will shortly after receive an e-mail, confirming the payment. After receiving this e-mail, the R may hand over the effects to the buyer.

**7.3.** Payment to the R – reduced the salary – is about two weeks after the R has confirmed the hand over of the effects, or by the end of the period of regret, see § 9.

### **§ 8. The change of Risk:**

**8.1.** Any risk of the effects pass over to the buyer, from the earliest possible time it will be possible for the R to hand over the effect to the buyer.

**8.2.** If the effect has to be sent to the buyer, the risk pass over to the buyer as soon as the effect is leaving the R, and all costs for the transport has to be paid by the buyer.

### **§ 9. Resentment:**

**9.1.** If the buyer is a private buyer, in regard to the Act of private Purchasers, the buyer has a right to regret and return the effect, within a period of two weeks, counted from the day the buyer received the effect.

**9.2.** As a result of EUs Act of Consumer rights of the 13. juni 2014, the buyer can also return effects during the time of resentment, although the effect has been used. Eventually

loss of value of the effect after being used by the buyer, will be settled according to the price the R will be able to achieve for the effect by sale to another buyer.

**9.3.** If the buyer makes use of his right to regret the buy, return of the total sum of the buy including the salary will be paid back to him within two weeks after the buy. However, the payment to the buyer will be held back, until the effect has been received and reduced eventually loss of value.

**9.4.** By the purchasers use of his right to regret the buy, Hillerød Auction will loose the salary, and the Seller will loose eventually costs he might have had, relatet to the effect.

#### **§ 10. Place of Venue:**

**10.1.** Any dispute under these terms of conditions, shall be governed by Danish Law, at the Courts settled in Hillerød.

#### **Contact informations:**

Hillerød Auktioner, Administrationen, v / Lawyer Birgitte Mørck, Herredsvejen 2, DK-3400 Hillerød, CVR NR: 11461093.

Phone .: +45 – 21 79 72 54 - E-mail: [bm@advokatfirma.org](mailto:bm@advokatfirma.org)

#### **PRACTICAL INFORMATION:**

Course when a requestor has sold items at an auction:

- \* The client (seller) are told that the object is sold and at what price when the auction ends,
- \* Buyer must then deposit the auction price of the fee and possibly VAT at Hillerød Auctions, before noon. 12:00 the next working day after receipt of invoice from Hillerød Auctions,
- \* When Hillerød Auctions has registered the paid deposit, get the requester notified by mail, with a copy to the buyer as agreed,
- \* The buyer can then contact the client by appointment and pick up the object,
- \* When buying has picked up the object of the customer that receives client settlement of

the bid amount plus any VAT after the end of the withdrawal if the buyer is subject to the Consumer Goods Act,

\* If the buyer is an entrepreneur, receives client billing when the client has informed Hillerød Auctions that the delivery took place.

**Note:**

\* By private individuals (consumer goods), there are 14 day return policy and 2-year warranty,

\* Hillerød Auctions informs when the amount is received from the buyer. Then the buyer and the requester even arrange pick-up,

\* Settlement to the requester happening around 14 days after pickup confirmed - or when canceling the law has expired for private purchase,

\* Hillerød Auctions will send an invoice to the buyer,

\* Remember to where it offered may be inspected, and who is the contact,

\* Auction is binding. The client can not close or remove an item from the auction before maturity.