

AUCTION TERMS - ON-LINE AUCTIONS.

§ 1. Preamble:

1.1. Any sale arranged through Hillerød Auctions by its on-line auction site (hereinafter called on-line) is subject to the at any time applicable Danish law.

1.2. The terms of conditions for on-line auction shall apply, regardless you are trader or consumer. Rights of withdrawal in on-line auctions, however, is only applicable to consumers.

1.3. A consumer trades / buys primarily outside his profession, see. Sale of Goods Act § 4 a paragraph. 1, and when you have registered as a consumer, whereas a trader trades / buys for resale with anticipated profits, see Sale of Goods Act § 4 a paragraph. 1, and when you have registered as a trader.

§ 2. Registration, data etc .:

2.1. You must be of age (i.e. 18 years old) and registered as a registered user, before you can bid at this on-line.

2.2. To identification and communication with the winner of the bidding, it is necessary to be in possession of his or her personal information.

2.3. The information is recorded only within Hillerød Auctions, where they will be stored the statutory five years, will not be disclosed to third parties and are subject to Hillerød auctioning data responsibility. Hillerød Auctions will not register delicate information.

2.4. It is therefore necessary to enter the correct data, to which each individual is responsible.

§ 3. Warranty and liability:

3.1. A traders can not claim that a purchased auction subject is suffering from any defects unless the object does not match the name under which it is sold, or the seller has acted fraudulently, see. Sale of Goods Act § 48, or there is nonheme. Additionally, the operator may not rely on other factual or legal deficiencies.

3.2. All auction items are sold without liability for auction seller, trustee, requestors or Hillerød Auctions.

3.3. For some consumers, see above, the Sale of Goods Act provisions for complaints about defects in the purchased item, i.e. 14 days return and a 2 year warranty against the seller.

3.4. If a buyer wants to make nonheme applicable, the requirement must be directed to the owner of the object and not against Hillerød Auctions, since Hillerød Auctions only acts as a sales channel for requestors.

3.5. The sellers guarantees that all auction items are auctioned free and unencumbered.

§ 4. Bidding and defaults:

4.1. Every given auction bid is binding when the auction bid is confirmed and registeret the on-line site.

4.2. In case an auction bid coincide or is less than a previously issued auction bids or Auto Bids, the previous bids will winn the bid.

4.3. If the auction winner fails to timely collect an auction object under the agreement with Hillerød Auctions, or otherwise do not react to Hillerød Auctions written notice within 24 hours after the auction, the purchase is considered as fundamentally breached and the auction agreement therefore considered to be lifted.

4.4. By material breach Hillerød Auctions is entitled to cancel the auction agreement to the breaching bidder and offer the auction object to the next highest bidder or to third parties.

4.5. The breaching successful bidder is required to compensate Hillerød Auctions the difference in both the bid amount and the fees in relation to the cost the object achieves from next highest bidder or third parties, plus a surcharge of 10%.

4.6. If the next highest bidder or third party refuses to receive the auction object, and the

auction object therefore may be auctioned again, the breaching bidder is obligated to cover all reasonable costs thereof.

4.7. If it may succeed Hillerød Auctions or the requester (auction seller), to get disposed of breaching buyers effect, sell the auction subject to a third party at a price that is above the breaching auction buyers bid, the breaching bidder is not entitled to deduct the profits of the costs, as mentioned above, like the breaching bidder can not lay claim to the profits.

4.8. Hillerød Auctions is entitled to exclude a breaching successful bidder from the on-line site. All data will be deleted, like Hillerød Auctions reserves the right to refuse the excluded auction buyers access to future bids from Hillerød auctions, live- as well as on-line auctions.

4.9. The buyer who buys for another individual (in commission), is liable as a guarantor. If two or more are buying together, they are jointly responsible. Those who vouch for others, are liable as jointly guarantors.

§ 5. Theft or sabotage:

5.1. If Hillerød Auctions or the requester finds theft or attempted theft, sabotage or attempted sabotage, it will result in alarming the police and an exclusion from being able to offer at any of Hillerød auctioning sales, now and for ever, see above.

§ 6. Fee and VAT:

6.1. The bidding sum is added an auction commission at 21 % excl. VAT of the auction price.

Unless an auction object is exempted from VAT conferred to the auction article, the object will also be added VAT, in accordance with the applicable rules.

§ 7. Foreign auction buyers:

7.1. In the case of trader auction buyers who are residing in the EU, they will be imposed auction objects and fees according to Danish VAT. All invoices will be taxed unless the auction buyer submit proper documentation, that the goods are carried out from Denmark, after which Hillerød Auctions will refund the tax amount and issue a credit note and a new invoice without VAT. As evidence Hillerød Auctions must receive lading, invoice or similar from a freight company, or other appropriate documentation that the goods will be carried out from Denmark. If this documentation is not received, or in the event that the trader

bring the goods by himself, Hillerød Auctions will collect the auction object for the trader auction buy, and the trader has to search the Danish VAT refund from the Danish tax authorities.

7.2. It is the buyer's duty to ensure that his VAT number is valid before bidding.

7.3. If the buyers VAT number is not valid, the auction object is being imposed Danish VAT.

7.4. Both trader auction buyers and private consumers outside the EU will be subject to Danish VAT.

§ 8. Payment:

8.1. After ended auction there will be send a confirmation to the auction buyer by mail. The mail also contains an invoice with the applicable payment terms. All payments are net cash.

8.2. Unless otherwise is stated or agreed, purchases under DKK 10,000.00 excl. VAT and fees may be paid upon collection, and can be paid by check, transfer through online banking, credit card, or bank transfers.

NB: Eurocard and MasterCard are not accepted.

8.3. The effects from the auction shall be passed to the auction buyer, after the amount has been received by Hillerød Auctions, this including after any checks have been redeemed for cash. Hillerød Auctions strives to deposit checks as soon as possible after they have been received.

8.4. Auction buyers outside Denmark, have to use bank transfer via IBAN / SWIFT, immediately after the auction. The data will be seen in the invoices.

8.5. At multiple purchases those will be registered in the same bill, considered purchases as a single purchase.

§ 9. Pick up and delivery:

9.1. All auction items must be picked up within the specified time limit, which is indicated for each auction items.

9.2. Change of deadlines for extradition may possibly by prior agreement in each case be allowed, for example, for items that must be removed.

9.3. Pick up has to be agreed directly with the client (seller). Collection can happen only

when the payment has been confirmed, see above.

9.4. If goods are not picked up within the delivery period, removal of the goods will be at the buyer's expense. Hillerød Auctions can sell unclaimed items to a third party or by voluntary auction. The sale is in both cases on the breaching buyer's expense and risk, so that it is obliged, to compensate for the resultant loss without having the right to any possible profit. The buyer cannot choose to pay for and pick up part of the goods purchased, but must take over the whole lot.

9.5. By removing the fixed effects, the buyer is responsible for compliance with current regulations and legislation.

9.6. All instructions from specifiers must be followed, including requirements for special safety equipment, regulation of access to the area, proof of right to drive trucks, operate cranes, written plans for dismantling, etc.

9.7. If a buyer chooses to let a foreign carrier pick up effects, this has to state invoice number.

§ 10. Vehicles with license plates:

10.1. If an auction object is a registered motor vehicle with number plates, it is possible to keep the license plates, until the re-registration of the vehicle, before or simultaneously with the pickup. Auction Buyer must present proper documentation on re-registration. Otherwise, the vehicle will be handed over without license plates. Purposed sales of vehicles without license plates, will be listed in the auction catalog.

10.2. All fees and costs associated with re-registration shall be borne by the successful bidders.

§ 11. Passing of risk:

11.1. The auction buyers bear the risk of the auction items from the time when the winning auction purchase is public.

11.2. If the auction object must be removed or dismantled, this is done for the auction buyers own expense and risk, see above.

11.3. The auction buyers have full responsibility for the purchased merchandise and that equipment meets legal requirements; and required permits are obtained prior to commissioning.

§ 12. Cancellation:

12.1. According to the Consumer Goods Act, a private buyer (consumer) has the right to cancel and return his purchase, within 14 days after the buyer has received the auction item, see above. The deadline of 14 days runs from the day the buyer receives the auction object in its physical possession.

The buyer also has a 2-year right to claim, if the effect suffers from defects og failures.

12.2. If the buyer wants to exercise his right of withdrawal, the purchaser must immediately and by the end of the withdrawal period, notify Hillerød Auctions in writing and unequivocally aware of the desire of withdrawal.

12.3. Such notification shall be sent to Hillerød Auctions, possibly by the use of the at the on-line site attached model withdrawal form, which is also attached to the confirmation email.

12.4. If Hillerød Auctions receives the withdrawal under this provision more than 14 days after the sales object has come into possession of the buyer, the buyer lapse the withdrawal in its entirety.

12.5. The item must be returned within 14 days of the date on which the purchaser has informed Hillerød Auctions that the withdrawal is to be used and must be returned to the address from which the item was picked up.

2.6. All costs associated with returning the auction object is held entirely by the purchaser. Had the object go accidentally lost or damaged during return transportation, carries the buyer also risk thereof.

12.7. The purchaser is liable for any possible deterioration of the value of the auction item, if put into service beyond what is necessary to determine the nature and characteristics of the auction item, as well as part of the test of the auction item. The right of withdrawal under this provision, however, is maintained so that Hillerød Auctions is entitled to offset the decline in the amount repaid, see The Act of Purchase for return.

12.8. The price of purchase will be returned to the buyer's account within 14 days of the date when the buyer has notified Hillerød Auctions, that the buyer has regretted the purchase and any returned item. Hillerød Auctions reserves the right to withhold the purchase price until proper documentation.

12.9.Hillerød Auctions is entitled to offset any other outstanding costs from the purchase price.

§ 13. Changes in conditions, catalogue and Errors:

13.1.Hillerød Auctions reserves the right to modify the catalogue, including letting effects delete from the auctions. Hillerød Auctions reserves the right to spelling mistakes, typing errors, image errors, incorrect data on the number, dimensions, weight, capacity and tax status.

13.2.Hillerød Auctions is not responsible for any system errors or other technical matters that may affect the auction system and bidding.

§ 14. Governing Law and Jurisdiction.

14.1. Any dispute under these terms shall be governed by Danish law at the courts settled in Hillerød.

§ 15. Contact information:

Administration: Hillerød Auctions v / Lawyer Birgitte Mørck, Krakasvej 17, DK- 3400 Hillerød, CVR.NO .: 11461093
Phone: +45 – 21 79 72 54 - E-mail: bm@advokatfirma.org

Appendix:

STANDARD WITHDRAWAL FORM

(Use only in case of withdrawal from the contract)

Hillerod Auctions
v / lawyer Birgitte Mørck
Herredsvejen 2
3400 Hillerød

bm@advokatfirma.org

The right of withdrawal is desired claims in connection with the purchase of
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Bought at on-line auction, on the

Auction object are picked up at the address on the

Auction object returned on the

Auction object is not picked up

Consumer Name

Consumer Address

Consumer presented ID

Place, Date

Signature of the consumer