

General Terms and Conditions of Online Sales

www.TroostwijkAuctions.com

SECTION 1. DEFINITIONS

"Acceptance" shall mean Troostwijk's confirmation to the Buyer that the Sales Contract has been concluded, as indicated by a Bidding Slip sent to the Buyer.

"Buyer" shall mean any User whose Bid has been accepted at an Auction.

"Award" shall mean the declaration by Troostwijk's Auctioneer that a Lot or a group of Lots is sold to the highest Bidder in return for the sale price.

"Bidding Slip" shall mean the document serving as an invoice sent by Troostwijk to the Buyer, listing all Lots bought with their sale price and auction charges.

"General Terms of Use" shall mean the general terms of access and use of the Website, which are accepted by the User.

"General Terms and Conditions of Online Auctions" shall mean the present general terms and conditions applicable and accepted by the Bidder and the Buyer, which are available on Troostwijk's Website.

"Special Terms and Conditions of Online Auctions" shall mean any terms and conditions applicable to online Auctions, supplementing or deviating from the General Terms of Use and the General Terms and Conditions of Sale included on said Auction page of the Website.

"User Agreement" shall mean the agreement concluded between Troostwijk and the User at the time of Registration, allowing the User to submit Bids on the Lots offered.

"Sales Contract" shall mean the agreement between the Buyer and the Seller.

"Bid" shall mean any amount offered by the User for a Lot within the context of any Auction, plus, *inter alia*, any Commission and VAT, which shall constitute an unretractable Offer by the User to purchase a Lot for the amount offered.

"Automatic Bid" or "Autobid" shall mean any Offer for which a Bidder sets a maximum price they are willing to pay for any Lot. After a higher Bid by any third party, the auction system on the Website will automatically place the next incremental higher Bid on behalf of the Bidder, as long as their maximum has not been reached. Automatic bids may only be cancelled by placing a higher fixed bid at said moment. In the event of a tie between any Automatic bid and a fixed bid, the Automatic bid shall prevail.

"Bidder" shall mean any User who participates remotely and electronically in any Auction organised by Troostwijk.

"Collection" shall mean the actual handover of any Lot to any Buyer or any designated person within the period and at the location indicated by Troostwijk.

"Buyer's Premium" shall mean the commission charged to the Buyer, calculated as a percentage of the Bid, plus any sales tax.

"Registration" shall mean the process by which Users register their information by completing the registration form on the Website and accept the present General Terms and Conditions of Sale.

"Viewing Day" shall mean any period set by Troostwijk during which Buyers shall have the opportunity to inspect the condition and proper functioning of any Lot(s) under supervision of Troostwijk or the Seller, before concluding any Sales Contract.

"Delivery" shall mean the handover of any Lot to the Buyer or their authorised representative, at the place and within the period specified for the sale.

"Lot" shall mean one or more movable goods sold at auction, individually or jointly, under a Lot number during any Auction.

"Sales Price" shall mean the highest Bid or the Award, plus:

- the Buyer's Premium; and
- VAT.

"Website" shall mean the Website www.TroostwijkAuctions.com, managed by Troostwijk Veilingen B.V., with its registered office located in Amsterdam, the Netherlands.

"Transfer of ownership" shall mean the transfer of ownership of a Lot to the Buyer at the time said Lot is awarded.

"Transfer of risk" shall mean the transfer of any and all risks associated with a Lot, which shall occur at public Auctions at the time it is awarded and at online auctions at the time said Lot is taken into the Buyer's possession.

"Troostwijk" shall mean Troostwijk Veilingen B.V. and/or its subsidiaries or affiliates, as indicated on the Website.

"User" shall mean any and all persons authorised to place Bids or receive information on any items offered for auction after registering on the Website.

"Seller" shall mean any and all persons or companies authorising Troostwijk to organise any Auction.

"Auction" shall mean any public auction of movable property organised by Troostwijk on its Website, in which Troostwijk acts as authorised agent of the owner or their representative, to offer and award any property to the highest Bidder following a public and transparent competitive process. The highest Bidder shall acquire the item awarded to them, for which they shall pay the price of their Bid.

SECTION 2. GENERAL PROVISIONS

2.1. Troostwijk shall act as intermediary by operating an online platform for the sale of Lots, either by Auction or private sale, on behalf and on account of the Seller, and at the Seller's risk. Troostwijk shall enter into an agreement with the Seller, authorising Troostwijk to:

- i. Act as intermediary for the conclusion of one (1) or more Sales Contracts between the Seller and the Buyer(s) within the context of any Auction;
- ii. Intervene in the event of any complaints from Users/Buyers;
- iii. Carry out any other activities in the interest of the Seller within the context of the sale of any Lot at Auction.

2.2. Troostwijk shall not at any time become the owner of any Lot offered for sale and shall not be party to the Sales Contract. Therefore, Troostwijk's liability shall be limited to the cases described in Section 15.

2.3 In addition to the present General Terms and Conditions and the General Terms of Use, Troostwijk may declare that Special Terms and Conditions shall apply to certain Auctions. Such Special Terms and Conditions shall be published on the Website and brought to the User's attention before any participation in any Auction. In the event of any discrepancies, the Special Terms and Conditions of the Auction shall prevail over the General Terms and Conditions of the Auction.

2.4. Any application of General Terms and Conditions differing from the present General Terms and Conditions of Sale, the General Terms of Use and the Special Terms and Conditions of Online Auctions, shall be excluded.

SECTION 3. CONDITIONS FOR AUCTION PARTICIPATION

3.1. To participate in any Auction, Users must be of age and legally able to act.

3.2. Troostwijk may make access to certain private Auctions contingent upon specific criteria which shall be specified in the Special Terms and Conditions published on the Website. Said conditions may include the obligation for the User to register, with or without payment of a registration fee, though Registration on the Website shall not guarantee the User's participation in any Auction.

3.3. Upon Troostwijk's request, the User must demonstrate their solvency, failing which Troostwijk may refuse the User to participate in any Auction.

3.4 The User and the Buyer shall cooperate with any and all investigations conducted by Troostwijk within the context of its obligations under French law regarding anti-money laundering and counter-terrorism financing and/or any other French applicable rules and regulations.

SECTION 4. INSPECTION OF LOTS

4.1 Troostwijk hereby undertakes to provide as accurate and clear a description as possible of each Lot, either on the Website, in the Special Terms and Conditions of the Auction, the Auction catalogues, brochures or advertisements. Troostwijk hereby reserves the right to correct any verbal and written inaccuracies of the Seller as well as any errors made, during any Auction or otherwise.

4.2 For each Auction, the Buyer shall have the opportunity to examine the Lots in advance on a Viewing Day. The information concerning said Viewing Day shall be indicated on the Website and in the Special Terms and Conditions of the Auction, which shall mention the place, day and time. The Buyer may view and inspect the Lots, check their proper functioning as well as their conformity and the accuracy of the information on the Website, under supervision of Troostwijk or the Seller.

4.3 As the Lots are second-hand goods, they shall be purchased as is at the time of acceptance under the conditions specified in Section 4.1. Any defects or shortcomings must be reported to Troostwijk or the Seller no later than at the time the Lot is collected. The Buyer - or the carrier engaged by them - shall be required to examine the Lots purchased at the time of collection as described in detail in Section 11 of the present General Terms and Conditions. By signing for receipt of the Lot(s), the Buyer, or their carrier, shall expressly accept the quality, quantity and condition of said Lot(s).

4.4 For Online Auctions without the possibility to view any Lots in advance, the legal guarantee of conformity shall apply under the conditions specified in Section 9 of the present General Terms and Conditions. However, if a viewing is arranged, the legal guarantee of conformity shall not apply in accordance with Article L.217-2 of the French Consumer Code (*Code de la consommation*).

4.5 Any Users entering the buildings and premises on any Viewing Day shall do so at their own risk. Users shall be required to follow the instructions of Troostwijk and the Seller and/or any third parties engaged by Troostwijk or the Seller. Troostwijk shall not be liable for any damage incurred by the User while on any viewing premises, except in the event of gross misconduct, carelessness and/or gross negligence on its part.

SECTION 5. AUCTION

5.1 The duration of any Auction shall be indicated on the Website. Troostwijk hereby reserves the right to cancel any Auction, to terminate the same before the indicated time or to extend the same. In the event of a technical fault on the Website preventing full access and/or access to all Users, Troostwijk reserves the right to extend the Auction.

5.2 By registering, Users declare that they are aware of and accept the Special Terms and Conditions of the Auction organised on the Troostwijk Website and any potential technical faults that may arise.

5.3 Troostwijk hereby reserves the right to:

- Accept or refuse any Bid without justification;
- Exclude any User from the Auction;
- Assemble Items into Lots, divide Lots, modify the composition of Lots and withdraw Lots or Items from the Auction;
- Correct errors made by Troostwijk or the Seller regarding Bids or Awards, without Users being able to use said errors or derive any rights from the same; and
- Take any other measures which Troostwijk deems necessary.

5.4 Troostwijk hereby reserves the right to make participation in certain Auctions and/or Bids for certain Lots contingent upon payment of a deposit or the provision of a bank guarantee, the amount of which, determined by the Special Terms and Conditions of the Auction, shall depend on the Auction and/or the Lot for which said guarantee is required.

SECTION 6. BID

6.1 Users may place Bids on the Website for one (1) or more Lots. Each Bid shall be unconditional, irrevocable and without reservation. By bidding, Buyers shall be deemed to have accepted the present Terms and Conditions and undertake to purchase the Lots at the price offered. Troostwijk and/or the Seller hereby reserve the right to refuse any Bid without justification. Bids shall not include the Buyer's Premium and applicable taxes as specified in Section 10 of the present Terms.

6.2 Users shall submit their Bids in accordance with the instructions provided by Troostwijk on its Website. Bids may be fixed or automatic. For fixed Bids, Users offer a predetermined amount for each Lot. For Automatic Bids, Users shall specify the maximum amount they are willing to pay for a particular Lot and if any third party submits a higher bid, the Auction system will automatically place an incrementally higher Bid on behalf of the User, as long as the maximum amount specified by the User has not been reached. Users may interrupt their Automatic Bids by submitting a fixed Bid that becomes the highest Bid. In the event of a tie between an Automatic Bid and a fixed Bid, the Automatic Bid shall prevail.

6.3 When a User submits a Bid, said Bid shall be considered an offer of purchase to the Seller in accordance with Article 1113 of the French Civil Code (*Code civil*). It shall be understood that within the context of any Auction, the Bid and Acceptance shall come about upon expression of the intent to purchase and intent to sell, i.e. at the close of the Auction when the last Bidder is determined, which shall mark the conclusion of the Sales Contract.

6.4 In the event that multiple Lots are combined and auctioned under the conditions specified in Section 1.4.1 of the French decree of 21 February 2012, said information shall be specified on the page of each Lot concerned on the Website. In said event, the Auction shall take place in two (2) stages: first on the individual Lots and afterwards on the combination of said Lots. The individual Lots shall be sold only if the total sum of all highest Bids for said Lots exceeds the highest Bid for the combined Lots. Conversely, the combined Lots shall be sold if the highest Bid for them exceeds the total sum of all highest Bids for the individual Lots.

6.5 In the event that multiple Users submit a joint Bid, they shall be jointly and severally liable for the obligations arising from said Bid.

SECTION 7. SALES CONTRACT

7.1 The Sales Contract shall be concluded at the moment that any Lot is awarded. Upon any Lot being awarded, the Seller accepts the User's Bid through Troostwijk as intermediary. Generally, Lots are awarded to the User who placed the highest Bid. However, in accordance with the provisions of Section 6.1, or the Special Terms and Conditions of Auction, or for any other reason at Troostwijk's discretion, a Lot may be awarded to a different User. Such other reasons may include, in particular, the impossibility to properly disassemble and transport the purchased item, non-compliance with payment obligations, failure to provide the required guarantee, obligations as to the periods and conditions for collecting items, etc.

7.2 Within forty-eight (48) hours following the close of any Auction (excluding weekends and French public holidays), the Buyer shall receive the Bidding Slip by email from the Seller or Troostwijk, indicating that the sale has been concluded and that the Buyer must pay the sale price. If the User does not

receive an email within the aforementioned period, their Bid has not been accepted. Troostwijk shall equally make sure the details of the items sold, their price and the closing date of their sale are published online, in accordance with Section R. 321-34 of the French Commercial Code (*Code de commerce*).

7.3 The Sales Contract shall be concluded between the Seller and the Buyer. Troostwijk shall not be party to said Contract, but shall act solely as intermediary and facilitate the conclusion of the sale.

7.4 The Sales Contract shall include a description of the Lot concerned (its condition, description, characteristics), the Special Terms and Conditions of the Auction published on the Website and, unless specified otherwise, the present General Terms and Conditions.

7.5 Outside of any Auction, sales shall be concluded once a User's offer is accepted by Troostwijk on behalf of the Seller. In said event, the provisions of Sections 10 to 17 of the present General Terms and Conditions shall equally apply. Insofar as any sale is not a remote sale, the Buyer – if they are a natural person – shall not benefit from the legal right to withdraw from the sale in accordance with Section 8 of the present Terms.

7.6 In the event that the Auction is conducted in the presence of an Auctioneer or a Bailiff, they shall conduct the Auction, receive the Bids and award the Lots.

7.7 In the event that an Auction is a forced sale ordered by a court in a Member State of the European Union whose regulations allow Troostwijk to act as intermediary for the purposes of concluding the Sales Contract, the latter shall be specified in the Special Terms and Conditions of Online Auctions.

SECTION 8. RIGHT OF WITHDRAWAL

The right of withdrawal granted to consumers under Section L.221-28.11 of the French Consumer Code (*Code de la consommation*) concerning Auctions does not apply to Sales organised by Troostwijk, which are public sales for which a viewing opportunity is systematically offered.

SECTION 9. WARRANTIES, COMPLAINTS AND COMPENSATION.

9.1 As the Lots are second-hand items, they shall be purchased as is at the time of acceptance under the conditions specified in Section 4.1 of the present Terms. When the Buyer has had the opportunity to examine the condition of the Lots, said Buyer shall be deemed to have precise knowledge of the Lots sold and to accept acquiring them as they are, without any warranty from Troostwijk except the statutory warranty.

9.2 Troostwijk does not guarantee any Lot's working condition, quality or merchantability from the moment that the Buyer has had the opportunity to examine said Lot before purchase.

9.3 The Buyer hereby acknowledges that Troostwijk cannot be held responsible for any hidden defects affecting the Lot sold. The latter shall be the responsibility of the Seller. The Buyer may submit any complaints in this respect directly to the Seller.

9.4 In the event of any third-party claims on the Lots, including any retention of title, the Buyer is obliged to keep the Lots for said third parties and return them upon Troostwijk and/or the Seller's request. In the event that any Lot must be returned to a third party or if the Lot's normal use becomes impossible due to any agreement with said third party, the Buyer may unilaterally cancel the sale by registered letter, after which they shall be entitled to a full refund of the price, without Troostwijk being liable for any compensation.

9.5 In any case, the Seller shall hold Troostwijk harmless against any claims resulting from the Sales Contract concluded between the Seller and the Buyer.

SECTION 10. PAYMENT

10.1 Troostwijk shall send a confirmation email with the Bidding Slip to the Buyer, indicating that the Buyer must proceed with the payment of the Sale Price. The Buyer undertakes to pay the amount indicated on the Bidding Slip, which shall include the Sale Price and any and all charges, particularly concerning the disassembly and making available of the Lots, any sales charges and ancillary fees, as well as any other taxes legally owed by the Buyer. The Buyer undertakes to pay said fees into the bank account provided by Troostwijk within forty-eight (48) hours after the confirmation email has been sent. Payment shall be made in Euros or in any other currency indicated by Troostwijk.

10.2 In the event that the Seller is located outside the EU, the Seller shall provide a guarantee equal to the amount of VAT owed at Troostwijk's request. Said amount shall be refunded once documents proving the actual export of the items are submitted within three (3) months after invoice date.

10.3 No Lot shall be handed over to the Buyer before full payment of the Sale Price plus any payable taxes and charges.

10.4 Any payment delay shall result in late payment charges equal to three (3) times the statutory interest rate applicable in France, with a minimum fixed fee of forty (40) euro in payment collection costs.

10.5 In any event, if no payment is made, Troostwijk shall reserve the right to cancel the Sales Contract under the conditions specified in Sections 11.4 and 13 of the present Terms.

SECTION 11. COLLECTION

11.1 Once the Buyer has fulfilled their payment obligations, they may take possession of the Lot(s) they have purchased at the locations, dates and times determined by Troostwijk, the Seller or any person authorised to represent the latter, upon presentation of an identity document. The Buyer shall take possession of the Lot(s) on the date specified in the Special Terms and Conditions of the Auction or as agreed between the Buyer and the Seller.

11.2 The Buyer shall be responsible collecting the Lot(s) they have purchased in a correct and timely manner and in accordance with the instructions of Troostwijk and/or the Seller or any company authorised to make said Lot(s) available to the Buyer. Troostwijk shall be responsible for organising and coordinating the Collection of any Lot(s) sold.

11.3 In the event that the Buyer refuses to take possession of the Lot(s) or fails to provide the necessary information or instructions for said purpose, Troostwijk shall be entitled to store the purchased Lot(s) at the expense and on the responsibility of the Buyer for a maximum period of one (1) month. Any administrative costs for storage and insurance shall be paid by the Buyer before delivery. The present clause shall not apply to Buyers who are natural persons.

11.4 At the end of the aforementioned period of one (1) month, and after formal notice being given unsuccessfully, the Sales Contract shall be automatically and legally cancelled and Troostwijk shall be authorised to resell the Lot(s), without prejudice to any damages and interest owed by the defaulting Buyer. The present provisions shall not prevent Troostwijk from having the Contract executed and, in accordance with Section 13, requiring damages to be paid by the Buyer for non-fulfilment of their contractual obligations.

11.5 The Buyer shall ensure that any and all requirements of any nature whatsoever, relating to transporting a Lot and/or exporting a Lot to any other (EU) country are met. The same shall mean, *inter alia*, that the Buyer must comply with the rules and regulations of the relevant country concerning the payment of taxes and levies and any required documentation and, if necessary, shall obtain any required licences. In the event that any Lot must be transported, the Seller and Buyer, and not Troostwijk, must be listed on the transport or customs documents as the sender or recipient of the Lot. If applicable, the Special Terms and Conditions shall specify that any items shall be DDU (Delivered Duty Unpaid).

11.6 The transfer of risk shall occur on the date the Lot is handed over to the Buyer, which shall be understood to be the fixed date within the context of the Sale or the appointment date determined by the Seller.

11.7 The Buyer must obtain Troostwijk and/or the Seller's express permission to use their own tools to move and/or load a Lot. The Buyer shall be responsible for the safe use of their tools and must comply with any applicable rules and regulations regarding industrial machinery, health and safety at work in the country where the Lot is collected.

11.8 If any Lot must be disassembled, the Buyer must handle said disassembly at their own expense and they shall be responsible for the same. The Buyer shall not be entitled to dismantle any Goods attached to Lots they have not purchased, except with Troostwijk and the Seller's written permission. The Buyer shall be responsible for any damage resulting from collecting any Lots and shall hold Troostwijk and/or the Seller harmless against any and all third-party claims in this regard.

11.9 Troostwijk shall not be responsible for collecting and disposing of any waste left by the Buyer at the time of Collection. The Buyer shall be responsible for this, unless Troostwijk is expressly instructed to collect and dispose of said waste at the Buyer's expense. Insofar as is possible, Troostwijk shall inform the Buyer of any waste present as soon as such waste is encountered during the execution of the Contract.

SECTION 12. RESTRICTIONS ON THE SALE OF CERTAIN LOTS.

12.1 Any machinery, equipment and production materials sold principally comply with French technical provisions and statutory or regulatory safety standards. Said compliance is confirmed by the certificate of conformity (for machinery put into service after 15 January 1981 - decrees 80-543 and 544) or by its CE markings (for machinery put into service after 15 January 1993 - decrees 93-40) if there have been no significant modifications affecting their safety.

12.2 If the equipment sold does not comply with French technical provisions and statutory or regulatory safety standards, it is considered to have been sold for parts, and the Buyer is required to bring said equipment up to standard during installation and/or use after the Sale.

12.3 Non-hazardous and non-compliant machinery is sold as unfit for production and may be sold as-is:

- 1 - to any natural person or legal entity not intending to use said equipment on French territory, in which event the Buyer shall be responsible for its compliance with the legislation in the country of operation.
- 2 - to any natural person or legal entity who may resell, recycle, rebuild, break up, sell for scrap or collect said machinery and who undertakes to bring the equipment up to standard before any possible transfer to any operating person or entity, under their responsibility.
- 3 - to any natural person or legal entity wishing to use said machinery for spare parts who undertakes, by accepting the present General Terms and Conditions and the Special Terms and Conditions of Online Auctions, not to transfer the equipment or put it back into operation.

12.4 Machinery classified as dangerous within the meaning of the decree of 5 March 1993 and the decree of 24 June 1993 and not in compliance with the aforementioned standards, may only be transferred to the persons or entities referred to in items 1 and 2 of Section 12.3.

12.5 Buyers hereby undertake to comply with the aforementioned criteria by accepting the present General Terms and Conditions of Online Auctions and the Special Terms and Conditions of Online Auctions.

SECTION 13. TERMINATION.

13.1 In the event that the Buyer fails to comply with their contractual obligations, Troostwijk shall reserve the right to cancel the Contract by sending a written notice to the Buyer. Said cancellation shall take effect upon receipt of said notice, unless the dispute is resolved before the expiration of any term set in said notice.

The causes justifying any cancellation shall include, but shall not be limited to:

- The Buyer's failure to pay or any delay in payment;
- The Buyer's failure to collect any Lot within the allotted time;
- Failure to deliver or non-compliant delivery;
- Any failure to provide the necessary information and documentation by either Party to organise the Collection of a Lot;
- Non-compliance with safety standards.

In the event of non-payment by the Buyer and after an unsuccessful formal notice sent by email, the Lot may be put up for auction again upon the Seller's request. In the event of failure to Collect a Lot within the allotted time, any costs to disassemble or make the Lot available shall not be refunded.

13.2 In the event of cancellation as mentioned in Section 13.1, the Buyer shall be required to pay Troostwijk a cancellation fee equal to twenty-five per cent (25%) of their Bid, on top of any late payment fees specified under Section 10. When the Lot has been resold pursuant to Article L.321-14 of the French Commercial Code (*Code de commerce*), the Buyer shall equally pay the price difference between the two (2) highest Bids awarded, if applicable.

13.3 Furthermore, the Buyer may equally seek to cancel the Contract in the event of a serious or deliberate breach of the terms of the Contract by Troostwijk and/or the Seller. Troostwijk and/or the Seller shall be required to pay the Buyer a cancellation fee, whose amount shall be determined based on the damages suffered and the costs incurred by the Buyer resulting from said cancellation.

13.4 The Buyer, the Seller and Troostwijk acting on behalf of the Seller may terminate the Contract in the event of *force majeure* as defined in Article 1218 of the French Civil Code (*Code civil*) or any circumstances which make the execution of the Contract impossible or excessively difficult. In said case, the Parties shall not be liable for any compensation, except for reimbursement of the Sale Price received by Troostwijk.

SECTION 14. PERSONAL DATA / INFORMATION ON THE SELLER / THIRD PARTY

The Seller and the Buyer hereby agree that any personal data, software applications and/or operational data of the Seller or any third parties, if any, on or in any Lot, shall not be included in the Sales Contract. If and to the extent that, after any Bid, it appears that any personal data and/or operational data are included in any Lot, the Buyer shall immediately inform Troostwijk thereof and, if applicable, shall fully cooperate upon first request to return such personal and/or operational data to the Seller or to destroy the same. Except in order to comply with the aforementioned obligations, the Buyer shall keep said data confidential and shall not process said data, use it, have it used, distribute it or have it distributed to any third parties, or allow any third parties to examine its content in any way.

SECTION 15. LIABILITY.

15.1 Troostwijk's liability shall be limited to taking the necessary measures for the proper conduct of the Auctions. Troostwijk shall not be party to the Sales Contract, which shall only be binding on the Buyer and the Seller, and shall act as the Seller's agent. Consequently, Troostwijk cannot be held liable for any breaches resulting from the conclusion and execution of the Sales Contract.

15.2 As intermediary, Troostwijk shall only be responsible for its intentional errors, negligence or imprudence – or that of any of its employees or persons it has called upon – that may occur in the performance of its contractual obligations, as defined by French law and the present General Terms and Conditions.

15.3 Troostwijk hereby excludes any liability for any direct and/or indirect damage resulting from the use of the Website, unless in the event of negligence on Troostwijk's part. Troostwijk particularly excludes any liability for any damage resulting from:

- any actions taken by the User supposedly motivated by information published on the Website;
- any inability to fully use the Website and/or any other malfunction on the Website or the support system;
- any inability to submit a Bid on time;
- any errors in the Website software and/or the support system;
- any illegal use of the systems, including Troostwijk's Website, by any third party;
- any actions of the Seller, after the Buyer has concluded a Sales Contract with the Seller;

15.4 The liability of Troostwijk and/or the Seller, after the application of the present General Terms and Conditions and, if applicable, any Special Terms and Conditions of the Auction, shall be limited to the amount paid by Troostwijk and/or the Seller's civil liability insurance. In the event that said insurance does not cover the amount of the damage, Troostwijk and/or the Seller's liability shall be limited to a total maximum of five thousand euros (5,000 EUR) for all individual and joint claims. However, said limitation shall not apply to Buyers who are natural persons. Said limitation shall not apply to professional Buyers in the event of gross or wilful negligence by Troostwijk.

15.5 Troostwijk cannot be considered a manufacturer or producer within the meaning of French Law No. 98-389 of 19 May 1998 concerning liability for defective products (*Loi n° 98-389 du 19 mai 1998 relative à la responsabilité du fait des produits défectueux*) and therefore cannot be held liable for any damage caused by any Lot on this basis.

SECTION 16. CHANGES TO THE GENERAL TERMS AND CONDITIONS.

16.1 If any provision in the present General Terms and Conditions should be found to be null and void, non-binding or unenforceable, the same shall not affect the validity, binding nature or enforceability of the other provisions, which shall remain in full effect. Any affected provisions shall be replaced by new provisions that shall come as close as possible to the original provisions.

16.2 In the event of any discrepancies between the General Terms and Conditions and the Special Terms and Conditions of Auction, the latter shall prevail.

16.3 Troostwijk shall reserve the right to amend the present General Terms and Conditions. The amended General Terms and Conditions shall come into effect within a reasonable period after prior notification to the Buyer. The amended General Terms and Conditions shall apply to all Auctions organised after their publication on the Website. Any amendments shall not apply to sales already concluded under the previous General Terms and Conditions, unless explicitly agreed by the Buyer.

SECTION 17. APPLICABLE LAW AND COMPETENT JURISDICTION.

17.1 The present General Terms and Conditions of Online Auctions, the General Terms of Use, the Special Terms and Conditions of Online Auctions and any resulting legal relationships shall be governed by French law.

17.3 In the event that any dispute relating to the interpretation, performance or termination of the present General Terms and Conditions of Auction, the General Terms of Use, the Special Terms and Conditions of Online Auctions and the legal relationships resulting therefrom cannot be settled amicably, said dispute shall be submitted to the exclusive jurisdiction of the Court of Meaux (France). Said jurisdiction clause shall not apply to Buyers who are private persons.

17.4 In accordance with the provisions of the French Consumer Code concerning the amicable settlement of disputes, Roux-Troostwijk SVV subscribes to the Service du Médiateur de la consommation FEVAD (Fédération du e-commerce et de la vente à distance) whose contact details are as follows: Médiateur de la consommation FEVAD - BP 20015 - 75362 PARIS CEDEX 8 - <https://www.mediateurfevad.fr>.

After consumers have made prior written representations to Roux-Troostwijk SVV, the Mediation Service may be contacted for any consumer dispute which has not been settled. To find out how to contact the Mediation officer, [click here](#).