

General terms and conditions

Karner & Dechow Industrial Auctions Ltd.

1. General information

1. Karner & Dechow Industry-Auktionen Ges.m.b.H. (hereinafter referred to as "Karner & Dechow" or "service provider") is a service provider for the sale of parts of companies as well as the auctioning of movable property (hereinafter referred to as "auctions").
2. Karner & Dechow performs its services exclusively on the basis of these General Terms and Conditions and the General Auction Conditions.
3. Karner & Dechow's auctions (online and/or face-to-face auctions) are generally **public auctions within the meaning of § 3 no. 4 FAGG**.
4. These terms and conditions also expressly apply to sales that are not made within the framework of an auction.
5. By participating in the auction, active bidders, highest bidders and buyers in online/presence auctions or sales, and other visitors to the website (hereinafter referred to as "Customer") accept and submit to these Terms and Conditions as well as the General Auction Terms and Conditions. Mandatory legal regulations remain unaffected by this. Unless expressly agreed otherwise in writing in individual cases, any provisions in the customer's general terms and conditions shall not become part of the contract.
6. These General Terms and Conditions of Business and Auction apply regardless of whether the purchase contract is concluded directly with Karner & Dechow as the auctioneer or with its client.
7. The auction may take place in one's own name, by commission or mediation on one's own account or on behalf of third parties, inside or outside the business premises, on the Internet or with the help of any other distribution medium.

2. Warranty

1. Karner & Dechow provides access to the platform of the Troostwijk Auctions (<https://www.troostwijkauktions.com>) for the sellers and bidders. If a bid is accepted, a contractual relationship is established between the seller and the highest bidder. Karner & Dechow cannot be held liable for any warranty claims arising from service disruptions arising from the contract concluded between the bidders and the seller organizer.
2. The auction objects offered for sale as part of this realisation method are generally second-hand objects.
3. All items are sold in the condition in which they are stored and available, no specific properties are warranted. Claims of the bidder or buyer for warranty and/or compensation for the purchased item or in addition to performance or in lieu of performance, regardless of the legal reason, in particular due to defects, the breach of duties arising from the contractual obligation or from tort, are excluded - to the extent permitted by law.
4. During each online auction, there is always the possibility of personally inspecting and viewing the auction items on site at defined viewing dates.
5. The quality of the object to be auctioned results from the description and further details in the auction catalogue, in particular technical data, dimensions, make, type, year of construction or quantity details, whereby no quality guarantee is assumed for obvious spelling mistakes or incorrect details. The respective description is based on the information provided by the client, which is why Karner & Dechow accepts no liability for its accuracy. The indication of exclamation prices does not constitute an assurance of a specific characteristic or a specific market value.
6. All used objects are subject to wear and tear according to their age. In the description such damages or lack are not indicated, which are obvious (among other things by the possibility of the inspection can be determined) or for the determination of value insignificant. In the case of such defects, any complaint by the highest bidder or buyer shall be excluded by law.
7. Catalogue contents in foreign languages are only non-binding auxiliary translations. Karner & Dechow accepts no liability for the accuracy of the translations. Unless otherwise stated in the catalogue, surcharges shall be made in Euro. For the interpretation of any differences of opinion between the interested parties, bidders, buyers, clients and Karner & Dechow, the General Terms and Conditions of Business and Auction, information and texts shall apply exclusively.
8. Since the auctions are usually public auctions, there is in principle no warranty claim.
9. In the case of objects auctioned by executive auction (in insolvency proceedings), any warranty is also excluded by law.

10. In the case of recycling which does not meet the requirements for a public auction, the statutory warranty period for used items vis-à-vis consumers within the meaning of the Consumer Protection Act (Konsumentenschutzgesetz - KSchG) is limited to 1 year.
11. Karner & Dechow cannot be held liable for damages caused by slight negligence. In addition, liability for gross negligence towards entrepreneurs as defined by §1 KSchG is excluded.
12. Karner & Dechow is not liable for any damage caused by natural events or force majeure, nor for damage resulting from prolonged storage.
13. Karner & Dechow shall only be liable to the highest bidder in the event of damage to or loss of an auction object in the event of gross negligence, and to entrepreneurs, in particular only in the event of at least blatant gross negligence. Any claim for damages is furthermore limited to the amount of the highest bid.

3. Exclusion leasio enormis (reduction by half)

1. If the bidder is an entrepreneur within the meaning of §1 paragraph 1 no. 1 KSchG, the application of §934 ABGB is hereby contractually excluded.
2. The pricing of online auctions is determined in a special, dynamic way by bidding and knocking down to the highest bidder. The takeover of the bidder at the hammer price therefore takes place out of special preference and with knowledge of the true value, which is why the application of §934 ABGB is also excluded for consumers.

4. Auction, knockdown

1. Karner & Dechow reserves the right to withdraw an auction object from the auction until the bid is accepted for good cause or to change descriptions and prices.
2. The auctions are public and voluntary. They take place as temporary events in accordance with the provisions of the Commercial Order as amended and in accordance with these provisions and the auction conditions. The auction can take the form of a face-to-face auction, remote auction or online auction, as well as a combination of these forms.
3. Karner & Dechow is entitled to combine, separate, auction out of sequence or withdraw auction items. The amounts to be bid are determined exclusively by Karner & Dechow. Karner & Dechow may reject a bid for good cause, refuse to knock it down or place a conditional bid. Karner & Dechow accepts no liability for the error-free handling of bids in this context.
4. Bids which do not clearly identify the item or the auction date or which do not contain a numerically determined amount of the bid in Euro shall not be accepted.
5. If several persons place the same bid at the same time, Karner & Dechow will decide at its own discretion.
6. The bidder is bound to his bid in the post-auction sale until the end of the third working day after the auction day or after the day of receipt. The declaration of acceptance by Karner & Dechow in the post-auction sale shall be deemed to have been made in good time if it is made by the end of the third working day following the day of the auction, by post, telephone or e-mail.
7. A bidder bidding on behalf of a third party shall be jointly and severally liable alongside that third party.

5. Estimate, description

1. The description and the bid prices are based on the subjective convictions of the service provider and/or the experts, experts or clients and are prepared with the necessary care and diligence. The details, even if they were given in the run-up to an auction order, do not in any case constitute an assurance of a certain quality or a certain value. Karner & Dechow assumes no liability for the information in this context, in particular not according to the standards of § 1299 f ABGB.
2. If the service provider or the client forwards (status) reports of third experts or experts, any liability for their correctness is excluded.
3. Complaints and inaccuracies in the price determination or description as well as any liability towards the client and the external experts shall only be admissible in the event of gross negligence or intent.

6. Risk of loss, retention of title

1. The risk of accidental loss, accidental deterioration, damage by fire, water, storm, theft or burglary of the items, including their components and ancillary items, shall pass to the highest bidder or buyer upon acceptance of the bid or conclusion of the sale by private contract. From the moment the bid is accepted until the property is taken over, the auctioned properties are therefore stored at the risk of the highest bidder or buyer. However,

the right of ownership shall only pass to the highest bidder or buyer after complete payment of the purchase price plus premium and value-added tax, in the case of transfers after bank confirmation of credit note.

2. The packing and each dispatch takes place on exclusive danger and costs of the highest bidder and/or buyer.

7. Remuneration, payment

1. The premium to be paid by the tenderer to the service provider in addition to the purchase price for the services provided by the service provider shall be 17 %. The statutory sales tax is levied on the total price. Objects taxed on differences are shown separately in the catalogue. All objects are therefore added to the hammer price:
 - a) Premium (buyer's fee)
 - b) sales tax
 - c) possibly further surcharges
2. Purchased objects will only be handed over after payment. Payment must be done via bank transfer within 48 hours after receiving the invoice.
3. If, for whatever reason, the bidder makes claims against the client (e.g. warranty, rescission, damages) or if the purchase contract is cancelled by mutual agreement or for other reasons, the claim to the premium of Karner & Dechow remains unaffected.
4. Due to the provisions of the EU (European Union) for the prevention and combating of money laundering, there is a legal legitimization obligation for cash payments of purchase prices from EUR 15,000. In such a case the presentation of an official photo ID is required.

8. Due date, default

1. The purchase price (hammer price plus surcharge and value added tax as well as any further surcharge) is due immediately at the time of closing in the case of a purchase within the framework of an auction, and at the time of conclusion of the purchase contract in the case of a sale by private contract.
2. The hammer price plus surcharge and any statutory value-added tax must be paid after the hammer has been knocked down at the latest on the last collection date stated in the auction description. The hammer price can be paid in advance by bank transfer free of charge or in cash at the latest upon collection. Deviating regulations to this general payment handling will be explicitly announced in the respective auction description.
3. The highest bidder/buyer is liable for the complete and timely payment of the purchase price after the bid has been accepted, even in the event that he has participated in the auction on behalf of a third party. If Karner & Dechow issues an invoice to the named third party at the request of the highest bidder or buyer, Karner & Dechow hereby exclusively declares the acceptance of a simple (additional) obligation to perform by the named third party, without granting it any further rights such as, in particular, set-off rights or rights of retention, etc., as well as maintaining the full liability of the highest bidder/buyer.
4. If a highest bidder/buyer does not fulfil his obligations under the contract concluded with him, or does not fulfil them completely despite a request for payment, Karner & Dechow shall be entitled, without prejudice to any other rights, to
 - a) either to continue to insist on performance of the purchase contract, or
 - b) to withdraw from the purchase contract by setting a grace period of 14 days, or
 - c) to auction the item again for the account of the buyer.
5. In any case, the defaulting highest bidder/buyer is liable for any monetary loss, in particular interest on arrears, additional expenses for any interim storage, as well as for a loss from any loss of proceeds and the costs of appropriate legal proceedings. If the purchase price is not paid within this period, Karner & Dechow shall be entitled to charge interest on arrears, calculated on a daily basis from the arrears, quarterly in the amount of 6% p.a. over the EURIBOR ("European Interbank Offered Rate") of 3 months, rounded to quarter percentages, announced for the last calendar quarter.
6. In the event of default, the item may be returned to an auction after a grace period of 7 days has expired. If the knockdown is cancelled, Karner & Dechow shall also be entitled to subsequently award the knockdown to the second best bidder for his last bid.
7. In the event of a new auction due to late payment, the highest bidder in default shall be treated as a principal with regard to the fees and conditions applicable.
8. If the highest bidder is in default of payment, he shall be liable to the auction organizer and Karner & Dechow for any loss or shortfall in proceeds as well as any other additional costs caused by the default. Offsetting against any claims on the part of the highest bidder is expressly excluded.
9. Should - for whatever reason - the Highest Bidder assert claims against the Principal or should the contract between the Highest Bidder and the Principal be terminated by mutual agreement, Karner & Dechow's claim against the Highest Bidder for the usage fee (premium) including statutory value added tax for the auctioned item in question shall remain unaffected. If the contract is terminated through the fault of the highest bidder,

the highest bidder shall be liable to Karner & Dechow for all costs incurred as a result of the award, such as travel, dismantling, removal, storage, return or return transport.

10. In the event of default in payment, additional reminder charges amounting to a lump sum of EUR 25 plus postage per reminder shall be incurred. In addition, the highest bidder shall be liable in the event of default in payment for all costs incurred in pursuing the appropriate legal action.

9. Sales tax

1. Bidders or buyers from countries that are not members of the European Union (third countries) must pay the value added tax as a deposit to Karner & Dechow. If the legal requirements are met and if the duly issued proof of export has been submitted in due time, the value added tax will be refunded immediately.
2. Deliveries to companies subject to turnover tax which are domiciled in a member state of the European Union (with the exception of companies domiciled in Austria and objects subject to differential taxation) can only be made exempt from turnover tax after presentation of the valid turnover tax identification number (UID).

10. Handover, delivery

1. The auctioned objects will not be handed over until payment has been made in full, whereby dismantling and removal must be carried out at the expense and risk of the highest bidder.
2. The collection of the auctioned object by the highest bidder or a person appointed by him is subject to stricter regulations in accordance with the Ordinance on Intra-Community Deliveries. In accordance with this statutory provision, Karner & Dechow will therefore establish the identity of the person collecting the goods (by copying a passport or identity card). The purchaser of the highest bidder's goods must submit a corresponding special power of attorney from the highest bidder. The verification documents are stored digitally in the customer management system of Karner & Dechow Industry-Auktionen Ges.m.b.H. and are kept as proof of compliance with legal regulations.
3. The highest bidder or buyer shall be liable for any damage caused during dismantling or removal, whoever it may be. Should the collection date be exceeded, the highest bidder or buyer shall be liable for all subsequent costs. The instructions of our employees must be observed when collecting the goods. The highest bidder or buyer is liable to Karner & Dechow for all damages resulting from non-compliance.
4. Purchased objects are to be taken over immediately after complete payment. If the auctioned objects are not collected within a period of 14 days after the bid has been accepted, Karner & Dechow or the client is entitled to charge storage costs or to store them with a warehouse keeper at the expense and risk of the highest bidder or buyer.

11. Limitations of liability

1. For accidents during the inspection, auction or collection no liability is assumed, smoking is generally prohibited. The commissioning of equipment is strictly prohibited.
2. Karner & Dechow and those persons for whom it would be liable without the exclusion of liability cannot be held liable for the compensation of damages caused by slight negligence and are not liable to entrepreneurs for simple gross negligence.
3. Karner & Dechow also accepts no liability for damage caused by natural events or force majeure, for damage resulting from prolonged storage or loss of profit.

12. Accounting, billing

1. Karner & Dechow is entitled to collect and sue for purchase money and ancillary services in its own name for the account of the client.
2. Invoices issued within the framework of an auction or immediately thereafter must be re-examined by our accounting department so that subsequent corrections, insofar as they are objectively justified, are permissible.

13. Data protection, advertising measures, data modification

1. Karner & Dechow is entitled to collect, store and process the data (in particular name, address, e-mail, telephone number) provided by the client, buyer or bidder for the purpose of accounting, internal market research and information on future sales or auctions. The client, buyer or bidder further agrees to the transfer

of the data to Karner & Dechow group and partner companies, which may use the data for the purposes listed above. This authorization and consent can be revoked in writing at any time.

2. Karner & Dechow will not disclose personal data without the consent of the person concerned, unless there is a legal obligation to provide information or claims to the auctioned item are asserted by third parties. If claims are asserted by third parties on the auctioned item, regardless of the title, Karner & Dechow shall be entitled to assign to such third party
 - a) the data of a judicial deposit made or intended according to these terms and conditions in connection with § 1425 ABGB and/or
 - b) to disclose the personal data (name, address, telephone number, etc.) of the principal of the object concerned.
3. A bidder's card will only be issued on presentation of a photo ID.
4. Anyone who misstates his name or address, telephone number, fax number or e-mail address or fails to notify Karner & Dechow of any subsequent changes shall be liable for the resulting damage or shall compensate Karner & Dechow. Deliveries to the address last notified to Karner & Dechow shall be deemed to have been effected even if the client and bidder do not or no longer reside at this address.

14. Online auctions

1. Online auctions and auctions via webcast are subject to additional special conditions, if any, which can be seen on the respective website.
2. The bidder is given the opportunity to personally participate in the auction at Karner & Dechow during the last 60 minutes before the end of the respective online auction by means of a bid card. Registration for the Presence Auction must be made in writing ([by e-mail](#)) to Karner & Dechow at least one week before the end of the online auction.
3. Online bidders will be notified of the award via the Internet. The acceptance of a bid as a declaration of intent creates a purchase contract concluded by way of an auction between the bidder and the auctioneer, which obliges the buyer to accept the auctioned objects and to pay the total invoice amount including ancillary costs.
4. Participation in the online auction requires a one-time registration with Karner & Dechow of a contractually capable natural person with truthful and complete data and with a password chosen independently and to be kept secret.
5. Karner & Dechow is not liable for damages resulting from the misuse of the bidder's number and password.
6. When registering a legal entity, a natural person authorized to represent must be named.
7. Only one registration per customer is permitted. The use of a mailbox as an address is not permitted. If the data provided change after registration, the bidder is obliged to update the data in his bidder account without delay.

15. right of withdrawal

1. For entrepreneurs there is basically no right of withdrawal and revocation, unless such was expressly agreed or granted by law.
2. **Right of withdrawal for consumers:**

The exploitation procedure (online and face-to-face auctions) of Karner & Dechow Industry - Auktionen Ges.m.b.H. is basically a public auction within the meaning of § 3 no. 4 FAGG. **The consumer therefore has no right of withdrawal from the contract pursuant to § 18 FAAG.**

If an online/presence auction is not a public auction within the meaning of § 3 no. 4 FAGG in an individual case, but other contracts concluded at a distance and outside business premises, consumers within the meaning of § 1 KSchG have the right to revoke the contract without stating reasons.

The period of withdrawal shall be fourteen days from the date on which the consumer or a third party other than the carrier designated by him has taken possession of the goods.

The cancellation procedure is handled by Karner & Dechow Industry-Auktionen Ges.m.b.H. in the name and for the account of the respective client.

In order to exercise the right of withdrawal, the customer must contact Karner & Dechow Industry - Auktionen Ges.m.b.H. (Porschestraße 23a, 3100 St. Pölten, Fon: +43 (0) 2742 / 22 444, Fax: +43 (0) 2742 / 22 444-8, Email: office@karner-dechow.at) as the authorised recipient of the declaration, inform the addressee, by means of a clear statement (e.g. a letter, fax or e-mail sent by post) of the addressee's decision to withdraw from this contract. The attached model withdrawal form may be used, but is not mandatory.

The customer may also electronically complete and submit the sample withdrawal form or other unambiguous declaration on our website. If the customer makes use of this possibility, a confirmation of receipt of such a revocation will be sent to him immediately (by e-mail).

In order to comply with the withdrawal period, it is sufficient for the notification of the exercise of the right of withdrawal to be sent before the expiry of the withdrawal period.

In the event of effective revocation by the bidder, Karner & Dechow will repay all payments received, including delivery costs (with the exception of additional costs resulting from a different type of delivery than the cheapest standard delivery offered by Karner & Dechow), immediately and no later than fourteen days from the date of receipt of the returned goods. Such repayment shall be made using the same means of payment as that used in the original transaction, unless expressly agreed otherwise with the Bidder.

Karner & Dechow may refuse a refund until the returned goods have been received and inspected or until the customer has provided proof that he has returned the goods.

The customer must return or hand over the goods covered by the revocation immediately and in any case within fourteen days of the revocation of the contract at the latest to Karner & Dechow Industry - Auktionen Ges.m.b.H., Porschestraße 23a, 3100 St. Pölten. The time limit shall be deemed to have been observed if the goods are dispatched before the expiry of the period of fourteen days.

The direct costs of returning the goods shall be borne by the customer himself.

Any loss in value of the goods shall be borne by the customer if such loss in value is attributable to handling which is not necessary for testing the condition, properties and functionality of the goods.

16. Place of performance, applicable law, place of jurisdiction

1. Place of performance is Bad Aussee. Austrian substantive law applies with the exception of the UN Convention on Contracts for the International Sale of Goods and the Austrian conflict of laws rules.
2. For all disputes between Karner & Dechow and the bidders, buyers, customers and principals, the court responsible for the litigation between the parties to the dispute and the court locally responsible for Bad Aussee shall have exclusive jurisdiction. However, Karner & Dechow reserves the right to bring an action against the bidder, buyer, customer and client at their general place of jurisdiction.

17. Out-of-court, "Alternative Dispute Resolution" (AS offices according to ASStG)

1. Duty to inform according to § 19 ASStG and § 4 Abs 1 Z 19 FAGG:

If in the event of a dispute between Karner & Dechow and a consumer residing in Austria or in another EEA state no agreement is reached on obligations arising from an online contract for goods or services concluded via the Internet, Karner & Dechow will notify the consumer in writing within a reasonable period of time (e.g. by e-mail) to the Internet Ombudsman, Margaretenstr. 70/2/10, 1050 Vienna, www.ombudsmann.at and Arbitration for Consumer Transactions, Mariahilferstr. 103/1/18, 1060 Vienna, <http://www.verbraucherschlichtung.or.at/responsible> for their alternative dispute resolution bodies (AS bodies) and at the same time to announce whether Karner & Dechow will participate in the dispute resolution proceedings of these AS bodies.

General information on the AS bodies and on "alternative dispute resolution" can be found at <http://www.ombudsmann.at> and <http://www.verbraucherschlichtung.or.at/>. Information on the Internet ombudsman's procedural guidelines for alternative dispute resolution under the ASStG (ASStG conciliation procedure for the alternative settlement of disputes) can be found at: http://www.ombudsmann.at/media/file/67.Richtlinien_Internet_Ombudsmann_ASStG-Verfahren.pdf

2. "Online dispute resolution" (OS platform according to EU Regulation) and information obligation according to Art. 14 of EU Regulation No. 524/2013 (ODR Regulation):

The EU Commission provides an Internet platform for the online settlement of disputes (so-called "OS platform"), which serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online contracts for goods or services.

The OS platform of the EU Commission can be reached via the link: <http://ec.europa.eu/consumers/odr>. Karner & Dechow Industrie-Auktionen Ges.m.b.H. can be reached at the following e-mail address: office@karner-dechow.at.

18. final provisions

1. Karner & Dechow reserves the right to change these GTC at any time and without stating reasons. The amended conditions will be sent to all registered bidders by e-mail no later than four weeks before they come into force. If a bidder does not object to the validity of the new GTC within four weeks of receipt of the e-mail, the amended GTC shall be deemed accepted. Karner & Dechow will separately inform the bidder in the e-mail containing the amended conditions of the possibility of objection and the significance of the period of 4 weeks.
2. Should individual provisions of the contract with the contractual partner including these general terms and conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision that comes as close as possible to the economic purpose of the invalid provision.