

Specific Online Auction Terms and conditions of a public auction sale A1-151955

Closing date	Friday 3rd November 2023 starting 13:00 CET
Viewing	By appointment – 2 nd November Doncaster.
Company organising this Online Auction	Troostwijk Auctions B.V. Overschiestraat 59 1062XD Amsterdam, The Netherlands E-mail: info@troostwijk.co.uk
Markup	18.00%
VAT	20.00%
Collection	By appointment Doncaster
Collection date information	Collection will be available according to a collection schedule, the collection schedule will be sent to buyers within 24 hours of them receiving their pro-forma invoice. Goods not collected by the provided date will be subject to storage charges unless alternative arrangements have been agreed with the seller. To meet our contractual obligations Troostwijk shall pay funds to the seller on the collection date provided, after this date the buyer is responsible for insuring the assets.
Payment Details	A proforma invoice will be available in the buyers "My Troostwijk" section of our website on 3 rd November. Full payment must be made within 3 working days from the date the Purchase Agreement is available in "My Troostwijk". All payments must be made by using the "Pay" button under the My Purchases overview in the Buyers account. Banks details will not be provided on the buyers invoice. Your purchase can only be collected when the full amount has been paid. Please note: All transactions are done via Troostwijk finance department in The Netherlands. All refunds relating to VAT
Refunds on Goods not Collected	Refunds on goods not Collected – Unless alternative arrangements have been agreed with the seller, in the event that the first collection date is missed the buyer will be provided a revised collection date in the event that goods are not collected within 5 working days of the revised collection date, the buyer will have been deemed to have forfeited their rights to the goods and monies paid.
Viewing Instructions	Please note that this concerns an ascending auction sale, preceded by a viewing day. Placing a bid without viewing the equipment is at one's own risk. The article of the law "purchase on distance" is not applicable on the services of Troostwijk.
Collection Instructions	TIME IS OF THE ESSENCE ON THIS CONTRACT. THERE CAN BE NO EXTENSION TO THIS DEADLINE. ANY GOODS LEFT ON SITE AFTER THIS DATE WILL BE SUBJECT TO ADDITIONAL STORAGE CHARGES All lots will be loaded to buyer's transport free of charge, this service covers dismantling and loading to the buyers' transport only. It is the buyer's responsibility for ensuring that the transport sent to the site is adequate for the equipment purchased and it is the absolute responsibility of the transporter(s) to adequately secure the loaded equipment for road transport. In order that the goods can be loaded in an orderly fashion, collection must be made by appointment with the site contact and not with Troostwijk. We will supply contact details for the site to all buyers after payment has been received. It is essential that transport is at the site for loading at the time agreed. If transport is not present at the time agreed, additional costs will be incurred or loading may not be available

	<p>>DISMANTLING & LOADING CHARGE The contract for the lifting and loading service is between The Contractor and the buyer. Troostwijk Auctions act only as a collection agent for the charge. Any claim for damage or short fall as a consequence of dismantling and loading should be directed to the contractor"></p>
General Terms and Conditions of Sale	<p>In addition to these Specific Online Auction Terms and Conditions the General online Auction terms and conditions are applicable. In the event of a contradiction between the general terms and conditions of online auctions and these specific terms and conditions of online auctions, then these specific terms and conditions of online auctions shall prevail.</p>
Following Lots	<p>After registration and log in, lots you have selected to follow or bid on can be "followed" via "Favourites".</p>
Combinations	<p>All lots in a combination will also be sold individually. The seller reserves the right to accept or reject bids for individual Lots, and or, the combination. If the combination bid is accepted it overrules all the individual bids.</p>
Prolongation	<p>If a bid is made in the last 2 mins before the lot closes then the closing time will be extended by 2 mins. With each subsequent bid the closing time will be extended by 2 mins until no further bids are made.</p>
Lots Without Bid	<p>The closing time of any Lot that doesn't have a bid prior to its closing time will be extended to the end of the auction.</p>
Quantity, capacity, dimensions and weight of goods	<p>Where a lot description contains details of quantities, capacities, dimensions or weights of the goods, these data are indicative only and no rights can be derived from this information. Bidders must satisfy themselves as to the accuracy of such data. Although the information contained herein was obtained from resources deemed reliable, the seller and Troostwijk make no warranty, expressed or implied as to the accuracy of the information.</p>
Subject to allocation	<p>Certain lots / combination lots may be offered "subject to allocation". This is noted in the bidding information for each affected lot. Where lots are offered "subject to allocation" the seller reserves the right to accept or reject the highest bid. The bidders will be notified within 48 hours of the auction closing.</p>
Reserve/Minimum Prices	<p>Certain lots / combination lots may be offered subject to reserve or minimum prices. This is noted in the bidding information for each affected lot. Where the auction closes for a lot where it is noted "Reserve not met" the seller's minimum price has not been reached but the seller reserves the right to accept or reject the highest bid. The bidders will be notified within 48 hours of the auction closing.</p>
Attending an auction closure for Consumers	<p>This is a public auction. This means that if you are bidding as a consumer you have the opportunity to attend the closure of the online auction at our offices: Troostwijk Auctions, Overschiestraat 59, 1062 XD Amersterdam, The Netherlands. You need to be registered on our website if you want to attend the auction closure. Before attending the auction closing, you must inform us no later than 3 working days before the closure by sending an email to the following address: info@troostwijkauctions.co.uk stating the auction number and your buyer number (account ID). You will then receive a written confirmation from us.</p>
CE Mark	<p>Please note: Troostwijk will indicate in the LOT description if an asset is CE marked and the origin of the asset. Any asset where this is not indicated in the LOT description then evidence of CE mark and/or origin is not clear, and we will be unable to provide proof. A product being CE marked does not guarantee Certificates of conformity are provided. It is the Bidders responsibility to check what is needed by their customs prior to bidding. Note. Only original manufacturers can issue Certificates of Conformity, unless we have indicated these are with the machine then in the event that Certificates or manuals are required then the responsibility is with the buyer to source replacement certificates from the manufacturer.</p>
Privacy Statement	<p>Troostwijk collects and processes personal data of Users, Sellers and Purchasers in accordance with the Privacy Statement on its Website, the General Data Protection Regulation and other applicable laws and regulations. Any person other than Troostwijk is not allowed to use these personal data for its own commercial purposes.</p>
The Auction and Use of the Website	<p>Troostwijk acts as auctioneer at all Auctions and sells the Lots as agent on behalf of the Seller. The Purchase Agreement is entered into between the Purchaser and the Seller.</p> <p>Troostwijk reserves the right to cancel an Auction, to terminate an Auction earlier than reported on the Website or to extend an Auction. In case of a technical malfunction of the</p>

	<p>Website, causing it to be not completely accessible and/or inaccessible to Users, Troostwijk has the right to extend the Auction by 24 hours. 3.3</p> <p>The User states by his Registration that he is familiar with and agrees with the special circumstances of an internet auction and with the technical imperfections that can arise. Troostwijk denies any liability for whatever damage that may arise in any way, directly or indirectly, including but not limited to the damage arising from the User's use of the Website, unless there has been deliberate or conscious negligence by Troostwijk. More particularly, Troostwijk accepts no liability for any damage whatsoever that arises in any way by or from:</p> <ul style="list-style-type: none"> • actions performed by the User that may have been inspired by the information placed on the Website; • (ii) the impossibility of using the Website (completely) and/or another malfunction in the Website or the supporting system; • (iii) the Lots not meeting the specifications as reported on the Website; (iv) the fact that the information on the Website is incorrect, incomplete or out of date; • (v) errors in the software of the Website and/or the supporting system; • (vi) the unlawful use of systems, including the Website, by a third party; • (vii) actions by the Seller after the User has concluded a Purchase Agreement with the Seller.
<p>Organisation of the Auction</p>	<p>Without having to give any reason, Troostwijk has the authority before or during the Auction:</p> <ul style="list-style-type: none"> • to exclude one or several Users from the Auction; • to collect objects into Lots, to split Lots or to remove Lots from the auction; • to repair mistakes made by Troostwijk in offers and/or allocations, without the User being able to make use of these errors and/or derive any rights from them; • to take other measures that are, in its judgment, necessary.
<p>Bids; Purchase Agreement</p>	<p>The User can place a Bid on the Website on one or several Lots. Every bid is unconditional, irrevocable and without reservation. Troostwijk and/or the Seller are entitled to reject bids without giving any reason. Bids are placed exclusive of Mark-Up and V.A.T, which shall be added to the Hammer Price and payable by the Purchaser as part of the Purchase Sum. Troostwijk is authorized to place bids on behalf of third parties.</p> <p>Bids can be placed in the form of a 'static bid' or 'auto bid.' In a static bid, the User places a bid in the form of a fixed amount per Lot. In an auto bid the User indicates the maximum price they are prepared to pay for the Lot. The auction system will after outbidding by a third party, will apply the next minimum bid on behalf of the User, as long as the maximum indicated by the User has not been reached. An auto bid can be eliminated by the User placing a static bid.</p>
<p>Guarantees, Claims and Indemnity</p>	<p>LOTS ARE SOLD ENTIRELY "AS IS" WITH ALL BENEFITS AND BURDENS ATTACHED THERETO. Troostwijk does not make any representation or warranty, express or implied, as to the merchantability, fitness for purpose or condition of the Lots, or as to the correctness of the description of such Lots. The purchaser expressly acknowledges and agrees that in NO event shall Troostwijk be liable for any damages including, without limitation, any direct, special, compensatory, punitive, incidental or consequential damages suffered by the purchaser as a result of participating in an auction and/or purchasing any Lots at an auction. Troostwijk acts as an Auctioneer and sells Lots as an Agent on behalf of the Seller. The contract of sale in respect of the Lots is between the purchaser and the seller.</p> <p>Any defects of whatever kind or disappointed expectations of the Purchaser and/or the receiving third parties do not bestow any rights at all to a claim for damages against and/or a discount from Troostwijk or the Seller. The Purchaser is assumed to have carefully investigated the Lot (s) bought by him beforehand.</p> <p>Where any regulations to the Consumer Protection Act 1987 applies to any Lot, such Lots are sold on the strict understanding that Troostwijk does not warrant or present that such Lots are suitable for domestic use. In the event of the purchaser intending to use such Lots in a domestic environment, the purchaser should ensure that such Lots comply with the requirements of the relevant regulations in force at the time of purchase.</p> <p>If, in respect of the Lots, claims by third parties are made on the basis of the retention of ownership, the Purchaser is obligated to hold the Lot (s) in question for those third parties, under the obligation to transfer it to the third parties at the first request or to come to a suitable arrangement with the third parties.</p> <p>The Purchaser indemnifies Troostwijk and/or the Seller against every claim by a third party in connection with the Purchase Agreement.</p>

<p>Purchase's payment obligations</p>	<p>The Purchaser has the obligation to make payment using the payment system on the Troostwijk website. This should be completed within three days working days. Payment should be made in euros unless expressly stated otherwise by Troostwijk.</p> <p>Late payments will result in your account being blocked until the debt is cleared and legal action shall be taken to recover the debt. In addition, the Lots shall be forfeited and the Purchaser shall be liable for the administrative costs and the shortfall in the resale price and/or disposal costs of Troostwijk for arranging for the resale and/or scrapping of such Lot(s).</p> <p>The Purchaser shall make all payments due under these Terms in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.</p>
<p>Viewing, auction, collection</p>	<p>Whoever enters the buildings and grounds on viewing days or on the day of delivery does so entirely at his own risk. The instructions of Troostwijk and/or persons called in by Troostwijk are to be followed.</p> <p>Troostwijk and the Seller do not accept any liability for damages arising from the Purchaser or its authorized representative entering their buildings or grounds.</p> <p>Whoever enters the building and grounds for the Purchaser will be required to comply at all times with the relevant health and safety legislation and regulations the health and safety rules of the Seller(s) and/or Troostwijk as the case may be.</p> <p>During the Collection period the Purchaser and/or his authorized representative must at all times act in accordance with all relevant national health and safety and environmental protection legislation. Without limiting the generality of the foregoing, certain types of Lots may contain hazardous materials (such as chemicals) and the Purchaser must ensure that the removal of such hazardous materials is carried out in accordance with the applicable health and safety legislation and/or regulations dealing with the removal and handling of such hazardous materials and that a proper record is kept of such disposal. The Purchaser will be required to comply at all times with the health and safety rules of the Seller(s) and/or Troostwijk as the case may be.</p> <p>Where mechanical handling is required to remove the lots then the Purchaser and/or his contractor must provide proof of adequate liability insurance and (if required) method statements and risk assessments to the satisfaction of the seller(s) and/or their appointed representatives.</p> <p>Where the Seller(s) or its appointed representative feel that the removal of a lot poses a risk of damage to the building or neighbouring assets then the Seller(s) reserves the right to impose a performance bond on the Purchaser or his contractor returnable following safe removal without damage to the property of others.</p> <p>The Seller(s) or its appointed representative may stop all work on site without any liability for delays so occasioned if the Purchaser or their authorized representative fails to comply with the above conditions.</p>
<p>Collection of Lots</p>	<p>It is the Purchaser's responsibility to collect or arrange for the collection of the Lot(s), at the Purchaser's own cost. If and as soon as the Purchaser has met all his payment obligations in full and in cleared funds, the Purchaser can pick up the Lot(s) in question during the hours and at the place specified by Troostwijk, after having showing a proper identification. Troostwijk can stipulate that (a) certain Lot(s) can be picked up only after Lots have been delivered.</p> <p>If it appears that a Lot cannot be delivered because of claims by third parties or because of the fact that the delivery would cause unacceptable damage to the buildings or premises where the Lot is situated or for other reasons appears to be strongly objectionable, Troostwijk is authorized to terminate the Purchase Agreement. This termination occurs by e-mail and/or registered letter to the Purchaser at the address supplied by the Purchaser, after which Troostwijk and/or the Purchaser is/are no longer held to restitution of the amounts already paid by the Purchaser to Troostwijk for the purchase of the Lot(s).</p> <p>The Purchaser whose Lot(s) hinder the picking up of other lots is obligated to see to it immediately after reception of an e-mail or other written documents from Troostwijk that the Lot(s) are picked up. The arranging of possible storage by third parties is at the Purchaser's own charge and risk.</p> <p>It the Purchaser is obligated to dismantle or demolish his Lot(s) and to pick them up. He is completely liable for damage done to the property of others in connection therewith. He is further obligated to indemnify, defend and hold harmless Troostwijk and the Seller against</p>

	<p>all liabilities, damages, costs, expenses and claims by third parties arising from the dismantling, demolishing and/or the picking up of the Lot(s).</p> <p>During the dismantling, demolishing and picking of the Lot(s), the Purchaser is obligated to follow the instructions of the Seller or Troostwijk and/or persons called in by Troostwijk.</p> <p>The Purchaser is obligated to see to it that he or whoever takes care on his behalf of the dismantling, demolishing or transport has the proper required permits. Troostwijk and/or the Seller cannot be held accountable for the lack of the necessary documents and/or the infringement of governmental regulations in the dismantling, demolishing and/or transport by or on behalf of the Purchaser.</p> <p>In situations in which it is/appears necessary to dismantle buildings for (an) allocated Lot(s), this can occur only through prior consultation with and written authorization from the Seller under these terms and conditions set in the granting of permission.</p> <p>If Troostwijk stipulates such, a deposit or performance bond will be made in connection with possible damage to the buildings. If such damage occurs, the deposit will be applied to the payment for repair of the damage, subject to the obligation of the Purchaser to pay compensation for more damage. If no damage results, the deposit will be restored to the Purchaser and/or the performance bond will be released.</p>
Termination	<p>If the Purchaser does not fulfil any obligation in the Purchase Agreement, including (but not limited to):</p> <ul style="list-style-type: none"> (i) not paying the Purchase Sum or not paying it completely on time; (ii) not picking up the Lot(s) on time; and/or (iii) not providing the information required before Collection, the Purchaser is deemed to be in breach of a material obligation of the Purchase Agreement, and Troostwijk can terminate the Purchase Agreement on behalf of the Seller. In that case Troostwijk is free to allocate the Lot(s) to another party without Troostwijk and/or the Seller being liable for any damages. <p>In case of termination as set out in article 10.1, Troostwijk may without prejudice to its other rights or remedies require the Purchaser to pay to it by way of liquidated damages a sum equivalent to 25 % of the Purchase Sum to cover administrative, storage, insurance and transport costs, etc. The parties agree that this is not a penalty but a genuine pre-estimate of the loss that would be suffered by Troostwijk in the event of termination pursuant to article 10.1 above.</p>
	<p>Neither Troostwijk nor the Seller limits its liability for fraud or theft by it or its employees or for death or personal injury caused by its negligence or that of its employees, agents or subcontractors as applicable.</p> <p>The aggregate liability of Troostwijk arising out of or in connection with</p> <ul style="list-style-type: none"> (i) these Terms, (ii) (ii) the Terms and Conditions for the User and (iii) (iii) the Specific Terms and Conditions of the Online Auction, whether arising from negligence, tort, breach of contract or other obligation or duty or otherwise, will be limited to either the amount to which the liability insurance of Troostwijk accords Troostwijk in the instance in question, increased by the amount of excess according to the policy in question, or, if less, to the Purchase Sum actually paid by the Purchaser to Troostwijk. <p>Troostwijk shall not be liable for any claim to the extent that such claim is or can be characterised as a claim for (or arising from) loss of revenue or profits (whether direct or indirect), loss of business opportunity or loss of contracts, loss of goodwill or injury to reputation, indirect, consequential or special loss or damage, anticipated savings, loss of use or loss or corruption of data or information. Further, subject to article 11.1, all liability of Troostwijk in connection with any defect in the Lot(s) or in respect of (alleged) infringement of the rights of (the intellectual property of) third parties is excluded. The Purchaser declares that he is familiar with the fact that, in respect of Lot(s), possible rights (of intellectual property) rest with third parties.</p> <p>The copyright in the text appearing on the Website and in any of the photographs, digital images and illustrations of Lots on the Website vests in and shall remain vested in Troostwijk or its licensors. The Purchaser will not reproduce or permit anyone else to reproduce such text, photographs, digital images or illustrations without Troostwijk's prior written consent.</p>

Dat Protection	<p>Troostwijk may collect Personal Data from the Purchaser during Registration in order to participate in Auctions.</p> <p>The collection, processing and storage of Personal Data will be dealt with by Troostwijk in accordance with the Privacy Policy.</p> <p>By registering on the Website the Purchaser consents to Troostwijk collecting, processing and storing the Personal Data submitted as part of Registration for the purposes described in the Privacy Policy.</p>
General	<p>The provisions contained in each clause and sub-clause of these Terms is enforceable independently of each of the others and its validity will not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question will apply with such modification as may be necessary to make it valid.</p> <p>Troostwijk reserves the right to amend these Terms and Conditions. Any amendments with take effect 24 hours after these have been published on the auction. The new Terms and Conditions replace all previously terms and conditions, unless otherwise stated by Troostwijk.</p>