

AUCTIONPORT Terms and Conditions

General (Online) Terms and Conditions / User Agreement

This agreement is between AUCTIONPORT, the bidder/buyer and the client/seller.

These General Terms and Conditions of sale always apply.

By placing an offer, each bidder/buyer is deemed to have accepted these General Terms and Conditions of sale.

Definitions

AuctionPort

AUCTIONPORT is an online auction company, as an intermediary, with a registered office at Leugenberg 64, 2180 Antwerp, and company number BE 0686.968.747.

General (Online) Terms and Conditions

These (online) auction and sales conditions apply.

Bidder/buyer:

The legal or natural person who registers on the AUCTIONPORT website and/or participates in an online (internet) auction organised by AUCTIONPORT.

Only persons with a valid VAT number who participate in the bidding as professional entrepreneur are eligible.

Persons who login and register on the AUCTIONPORT website on behalf of a company also confirm that they may legally represent that company.

Bid/Bids:

The amount bid for a lot by a bidder/buyer in an online auction.

User:

The person who has registered on www.auctionport.be.

Only persons with a valid VAT number who participate in the bids as a professional entrepreneurs are eligible.

Lot/Lots:

One or more movable goods, or objects, auctioned as a whole and allocated to one buyer.

A lot is identified by a lot number and a brief description, and possibly supplemented with non-mandatory or binding photos. AUCTIONPORT is not liable for the description of the lot given to AUCTIONPORT under its seller's responsibility.

Purchase Agreement:

The agreement between buyer and seller whereby AUCTIONPORT undertakes to deliver the item on behalf of the seller, and the buyer undertakes to pay the purchase price.

Purchase Price:

The amount bid by the bidder/buyer, including the auction cost and VAT.

Client/Seller:

The legal or natural person who has instructed AUCTIONPORT to auction and sell one or more goods in its name and on its behalf, i.e., the person on whose behalf the lot is auctioned. At the buyer's request, the seller's details can be obtained after the sale's conclusion.

Delivery:

The actual possession of the lot by the buyer or his/her rightful claimant.

Personal Data:

The data the bidder/buyer provides upon Registration that can be traced to his/her person.

Registration:

The recording of personal data on the Auctionport.be website required to access the online auction sale.

Designation:

The declaration by AUCTIONPORT to the bidder/buyer who has placed the highest bid that his/her offer is accepted and that the purchase agreement has concluded.

Auction:

An online sale organised by AUCTIONPORT, which cannot or should not be regarded as a "public sale" within the meaning of Article Book VI.I.8.36 of the WER.

Auction costs:

The percentage by which the bid is increased, excluding VAT.

Website:

The website www.auctionport.be maintained by AUCTIONPORT.

1. Application Area

- 1.1. The general (online) terms and conditions relate to either an online auction sale, a private sale, a takeover, or a retail sale and apply to the relationship between the user/bidder/buyer/ and the client/seller on the one hand and AUCTIONPORT BV on the other. Hereafter: AUCTIONPORT
- 1.2. AUCTIONPORT acts as an intermediary for an online auction platform and sells on the internet in the name and on behalf of the client/seller. At no time does AUCTIONPORT become the owner of the goods sold.
- 1.3. Only the Dutch version of the User Agreement applies. Translations can be consulted via the website but are purely indicative.
- 1.4. Non-validity of one or more clauses of this User Agreement shall in no way affect the validity of other contractual clauses.
- 1.5. The bidder/buyer must consult the general terms and conditions of AUCTIONPORT and accept them upon Registration together with the current general (online) terms and conditions, which form part of the agreement between the parties. All (online) terms and conditions of the bidder/buyer are expressly excluded.
- 1.6. In the event of a discrepancy between the general (online) terms and conditions and the specific (online) terms and conditions, the specific (online) terms and conditions will prevail.
- 1.7. As soon as the bidder/buyer makes a bid, they accept all terms and conditions that are in this User Agreement and the Privacy Policy to which AUCTIONPORT refers in this User Agreement. All terms and conditions of this User Agreement appeared during Registration and were expressly accepted then. The bidder/buyer cannot proceed with the purchase without having accepted them. By registering on the website, the bidder/buyer (including foreign bidder/buyers) commits to the User Agreement with AUCTIONPORT, and the Registration implies the unconditional and irrevocable acceptance of all the conditions of the following User Agreement.

2. User Agreement

- 2.1. A bidder/buyer declares and confirms that they are 18 years or older and that they may represent the company on whose behalf they make a bid.
- 2.2. By registering, the bidder/buyer gives AUCTIONPORT explicit permission to store and use their personal data in accordance with the Privacy Policy available on the AUCTIONPORT website.
- 2.3. The bidder/buyer guarantees the accuracy and completeness of their personal data. Each bidder/buyer is obliged to identify themselves.
Any changes to his/her personal data will be communicated via the AUCTIONPORT website.
- 2.4. AUCTIONPORT has the right to verify the identity of the bidder/buyer. A bailiff or notary can also verify the location where the bidder/buyer is logged in through their IP address or an external database.
- 2.5. AUCTIONPORT reserves the right to request proof of identity from any bidder/buyer if AUCTIONPORT has doubts about the identity and/or solvency of the bidder/buyer.
- 2.6. AUCTIONPORT reserves the right to refuse or unilaterally terminate a Registration.
- 2.7. Through Registration on the website, the user gives permission for the use and filing of the Personal Details registered.
- 2.8. AUCTIONPORT reserves the right to collect the funds from the bidder/buyer when a bid has taken place with his/her username and password.
- 2.9. In the event of abuse on the AUCTIONPORT website, the user is liable for all actions that occur on the website under their username. The user indemnifies AUCTIONPORT against any damage resulting from misuse of their user data.

3. Organisation of the Auction

- 3.1. AUCTIONPORT reserves the right to cancel, terminate or extend an auction later than stated on the website. If there is an outage on the website, AUCTIONPORT reserves the right to extend the auction by 24 hours.
- 3.2. AUCTIONPORT will allocate the lot to the highest bidder. In cases of doubt or disputes, AUCTIONPORT decides to whom it will allocate the lot without justifying its decision.
- 3.3. With the bidder/buyer who has won the highest bid and to whom the lot is allocated, a Purchase Agreement is concluded at the time of the allocation. The buyer is obliged to pay the price allocated to the lot, plus the auction costs, in accordance with Term 6.2 below and VAT. AUCTIONPORT expressly reserves the right to demand the forced execution of this Purchase Agreement if the bidder/buyer does not voluntarily proceed to payment of the total price. AUCTIONPORT reserves the right to refuse the highest bid if the client/seller does not accept this offer.
- 3.4. AUCTIONPORT may not acknowledge a bid and/or exclude bidders/buyers. The reason for this can always be requested, but it may include the result of suspicious bidding behaviour or arrears.
- 3.5. If a bid is made in the last 15 minutes before the closing of a lot, the auction time of this lot will be extended by 15 minutes for each bid.
- 3.6. AUCTIONPORT is not liable for damage suffered by the bidder/buyer resulting from these terms and conditions.
- 3.7. The bidder/buyer always sees a confirmation screen where the full price is displayed before a bid is placed. A bid is irrevocably binding.

4. **Organisation of the Lots**

- 4.1. AUCTIONPORT strives to describe the lots as accurately and clearly as possible on the website. Neither AUCTIONPORT nor the seller can be held liable for incorrect or incomplete descriptions if the bidder/buyer has not used the viewing days or requested a prior viewing of the lot/lots themselves.
- 4.2. AUCTIONPORT has the right to change the descriptions of the lots at any time if the current bid shows that the description is insufficient or incomplete.
- 4.3. All lots are sold in the condition they are in at auction. Any visible or hidden defects may be noticed by the bidders/buyers during an inspection on the viewing days. If you do not wish to make use of the inspection days and prior inspection of the goods, you will not be able to claim for alleged damage and/or defects afterwards.
- 4.4. By making a bid, the bidder/buyer expressly acknowledges and confirms that they have inspected the goods on which they have previously made the bid and, therefore, accepts the lot's actual state.
- 4.5. Lots are sold without warranty or guarantee, even if their condition or nature does not accord with the description. All defects are always considered to be known by bidders/buyers.
- 4.6. AUCTIONPORT does not guarantee the authenticity of a description relating to the author, origin, date, age, assignment to or authenticity of, weight or condition of any lot. Any mileage or operating hours of vehicles/machines, working hours, years of construction, initial registration dates or other technical or commercial specifications are communicated only as an indication without any guarantee or responsibility of AUCTIONPORT or the client/seller. An incorrect entry in the catalogue/internet page does not give rise to the destruction or dissolution of the purchase. Each bidder/buyer acknowledges they must be aware that no right of recourse is possible and be able to check the description's conformity with the goods by inspecting the goods.
- 4.7. Lots that are purchased by a bidder/buyer that make it impossible to move other lots, must be picked up on the first day of collection.
- 4.8. The bidder/buyer has sufficiently ascertained the purchased goods' condition and accepts them when they submit their bid. The bidder/buyer, therefore, does not have the right to dissolve the agreement if it appears that the lot does not (fully) comply with the description of the lot on the website.

5. Payment Terms

- 5.1. After the allocation of a lot, the full purchase price, plus the auction cost and the VAT, must be transferred in full within 24 hours to AUCTIONPORT's account number, stating the Structured Notification included on the Pro Forma Invoice the buyer receives by. All payments must be made in the currency stated on the invoice. In the email absence of timely payment, a conventional negligence interest of 10%/year and a damage clause of 10% on the full invoiced amount is due after 48 hours by operation of the law and without prior reminder. Absence of payment within 15 days is considered a unilateral termination of the Purchase Agreement, and the compensation stated in Term 6.2 below applies to the buyer. Insofar as the buyer (consumer) proves that AUCTIONPORT would not comply with its obligations, the buyer is entitled to an equivalent compensation in accordance with Article VI.83.36 of the WER.
- 5.2. Without prejudice to the right of AUCTIONPORT to demand the forced execution of the concluded Purchase Agreement in kind (cf. Term 4.3 above), AUCTIONPORT may, in the absence of correct payment on the due date of the total purchase price plus VAT and the auction costs by the bidder/buyer, dissolve the Purchase Agreement in whole or in part at the expense of the bidder/buyer.
In this case, the bidder/buyer remains obliged to pay the auction costs amounting to 16% of the net amount of the purchase price, as well as compensation at 10% of the net amount of the purchase price.
- 5.3. After payment of the total invoiced sum, the bidder/buyer will receive an invoice and a delivery note and the bidder/buyer may dispose of the lot from then on. The buyer will be invited to collect their lot at the time of collection published on the website. A lot cannot be collected by using a receipt for the full purchase price.
- 5.4. All buyers pay the VAT. EU buyers with a VAT number will be refunded the VAT after acceptance of the VAT number. If non-EU buyers can present a proof of export to AUCTIONPORT within 10 days, the VAT will be refunded.
- 5.5. In the absence of payment for the lot/lots after allocation, and if AUCTIONPORT dissolves the Purchase Agreement in whole or in part, AUCTIONPORT reserves the right to put the lot/lots back into auction or to allocate them to the second highest bidder.
AUCTIONPORT is additionally entitled to recover all costs necessary to put the unpaid lot/lots back into auction from the non-paying bidder/buyer and/or recover the difference between the bid of the non-paying bidder/buyer and the bid of the second highest bidder, from the non-paying bidder/buyer.

6. **Risk and Ownership Transfer**

- 6.1. From the time of allocation, all lot/lots are at the expense and risk of the bidder/buyer.
- 6.2. AUCTIONPORT is not liable in the event of an accident, loss, fire, theft, water damage, natural disaster or any other risk/damage causing the value of the goods or any part thereof to be lost. No claim will be valid with respect to AUCTIONPORT.
- 6.3. The bidder/buyer only becomes the owner of the goods after full payment of the purchase price, including the surcharge, VAT and any other amounts owed by the buyer to AUCTIONPORT.

7. **Issue Conditions**

- 7.1. The release of the purchased goods takes place at the place, days and hours specified by AUCTIONPORT that are stated on the website and in the instructions by email to the buyer.
- 7.2. Each buyer enters the premises or buildings at their own risk and responsibility during viewing days, auction days and delivery period, and must comply with the regulations imposed or communicated by AUCTIONPORT on site. If the buyer takes the goods with them without the approval and/or presence of a person responsible for AUCTIONPORT, the buyer always remains liable for any damage/defects that may be raised later.
- 7.3. Buyers may only dispose of their lots once they have paid for them in full.
- 7.4. The bidder/buyer is responsible for dismantling, collecting and transporting these lot/lots. The costs for this shall always be at the expense of the buyer. Damage caused to the buyer's own means of transport during the loading of the goods is always the buyer's own responsibility.
- 7.5. The bidder/buyer must present the completed invoice when picking up the goods.
- 7.6. Unless otherwise agreed, the purchased goods, including any contents and accessories, must be collected at the location indicated by AUCTIONPORT and at the time it indicates. In the absence of this, the bidder/buyer is in default, and AUCTIONPORT is entitled to resell the lot, and/or move it, and/or place it in storage, and/or remove it at the expense and risk of the bidder/buyer.

- 7.7. Buyers who have purchased lots that prevent or make it impossible for other lots to be collected are requested to collect their lots on the first day of delivery. They will be notified by AUCTIONPORT by email.
- 7.8. Buyers must remove their purchased lots with the utmost expertise at his/her own risk, without damaging the buildings or lots of third parties. Buyers bear full liability for any damage they cause when removing their goods and are responsible for the removal costs. Buyers are only permitted to burn, weld or grind at the place of collection if they are adequately insured for this purpose and if AUCTIONPORT finds this insurance is sufficient in writing.
- 7.9. The bidder/buyer indemnifies AUCTIONPORT against any claims from third parties arising from actions in violation of the preceding provisions.
- 7.10. Purchased lots must be collected by the bidder/buyer during the collection days provided by AUCTIONPORT. Buyers who cannot collect their purchased lot must make an appointment for the collection by sending an email to info@auctionport.be.
The following rule is observed for longer storage of the lot/lots. Goods may remain at the loading address free of charge for 10 days from the day of collection. From the 11th day, €10/lot/day will be charged. This amount will be settled as soon as the goods are collected. The outstanding debt for storage must be paid before the goods are released. Lot/lots that have been stored at AUCTIONPORT for more than 2 months – and when the customer does not inform AUCTIONPORT of a later collection – automatically become the property of AUCTIONPORT again.

8. Liability

- 8.1. AUCTIONPORT is not liable for consequential damage.
- 8.2. AUCTIONPORT is not liable for incorrect descriptions and/or entries in the catalogue and/or on the website. Possible incorrect descriptions and/or entries in the catalogue and/or on the website cannot give rise to the sale's termination or destruction. All descriptions and/or mentions are provided only as an indication, on the understanding that incorrect descriptions and/or mentions cannot lead to the liability of AUCTIONPORT and/or the seller. Examples of such erroneous entries may include (but are not limited to): mileage levels, vehicle or machine operating hours, years of construction, first enrolment dates, or other technical or commercial specifications. The bidder/buyer declares they have been able to check the conformity of the goods in advance by viewing the goods and agrees that the quality of the lot determined at these viewing times takes precedence over the written description in the catalogue and/or on the internet website.
- 8.3. AUCTIONPORT is not liable for damage caused by environmentally harmful and/or harmful substances in/to the purchased lot/lots or goods.
- 8.4. AUCTIONPORT is not liable for possible technical inadequacies on the website, because of which bidding cannot take place and the auction and/or sale cannot take place. In such situations, AUCTIONPORT will decide to allocate the lots or place them back in the auction.
- 8.5. AUCTIONPORT is not liable for damage resulting from theft, fire, accident, water damage or force majeure.
- 8.6. AUCTIONPORT is not liable for technical inaccuracies or technical errors in emailing the bidders about the status of the bids. When emailing, bidders must ensure the correctness of the information sent during the online auction and/or live auction.
- 8.7. AUCTIONPORT is not liable for the operation of electric chargers of purchased lots. AUCTIONPORT does not check the condition of electric chargers.

9. **Privacy**

- 9.1. AUCTIONPORT respects and ensures the privacy of the bidder/buyer and always acts in accordance with the provisions of the Belgian Privacy Act (Act of 25 May 2018 on the protection of privacy regarding the processing of personal data). For more information, the Privacy Statement must be consulted.

10. **Applicable Law and Jurisdiction**

- 10.1. Any dispute relating to the conclusion, validity, interpretation, or performance of this agreement shall be governed by Belgian law and shall fall under the exclusive jurisdiction of the courts of Antwerp, even if there are several defendants. If the Justice of the Peace has jurisdiction, the Justice of the Peace of the 5th Canton of Antwerp will have jurisdiction.