

BINDING PRE-BID
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For the live
auction

Project No. Project name / company name

Street (for live auction)

Number

Postal code Town

on

Date of the auction

We,

Company name

Type of incorporation

Title First name

Last name

Position in the company

Street

Number

Postal code Town

Sales tax ID no.

Phone

Email

hereby engage IndustrieWert GmbH, Dominikanerstr. 40, 40545 Düsseldorf, to bid for the following items of inventory on the basis of the conditions of sale and auction in our name and on our account.
Upon acceptance of the bid, we agree to accept the items

**Position
No.**

Description

Maximum bid EUR

We are aware of the auction conditions of IndustrieWert GmbH. We have understood and accept the conditions of sale and auction. Our maximum bids refer to the individual positions plus 18% commission for sale and auction and plus 19% VAT. Payment upon accepted bid shall be made immediately and without discount. We are aware that the sale is made at the premises and the condition of the items is "as is", that is, as viewed or as would have been able to be viewed. Our bid remains valid for 14 days after submission of the bid.

Note: When individual bids are submitted, the bidder is required to accept the items even if a bid acceptance is issued for only part of the items. It is not possible to bid for several positions as a whole beforehand.

Place and date

Stamp and signature

1. These general terms and conditions of auction are part of each contract of sale and auction. Through participating at the auction, the buyer accepts the auction terms and conditions. The following terms and conditions are also valid for a free sale of items put up for auction, as well as for all other sales made by the auctioneer. Only natural persons and legal persons with full contractual capacity may take part in auctions, insofar as these persons deal in items of sale while carrying out business or independent activities. Consumers within the meaning of Article 13 of the German Civil Code shall be excluded from taking part in auctions.

2. All items put up for auction will be sold on behalf and for the account of the seller, at respective site with all faults and by exclusion of seller's warranty, and insofar as a newly manufactured item is not in question. The description in the catalogue containing measurements, data and work performance etc. is not binding. We therefore advise you to view thoroughly all items prior to the auction. Liability on the part of the auctioneer for damages resulting from injury to life, body or health shall be excluded, unless this is based on negligent violation of duties on the part of the auctioneer or one of his legal representatives or vicarious agents. Liability shall also be excluded for other forms of damage, unless this is based on gross negligence on the part of the auctioneer or one of his legal representatives or vicarious agents. Following acceptance of the bid complaints relating to patent or hidden defects shall not be entertained. The preceding exclusions relating to warranty shall also apply to specially labelled personal goods (cancelled remainders) put aside for auction. The warranty term for the auctioning and selling of unused goods shall be 1 year following acceptance of the item put up for auction.

3. The auctioneer reserves the right to change the order of the items being put up for auction from that indicated in the catalogue, or to offer individual items together in a package, to split them, or to withdraw items. The auctioneer shall be entitled to exclude certain persons or their agents from the auction.

4. The bidder shall be bound by his bid, while the auctioneer is able to accept a bid subject to the seller's consent. The auctioneer reserves the right to query individual bids or to request that potential buyers make bids. Potential buyers, who are not present at the auction, can enter a written bid. Written bids can only be accepted, if they reach the auctioneer at least one day before the auction starts and are accompanied by a bank-confirmed check for the amount of the bid. The highest bidder will win the auction if no higher bid has been placed even after three calls have been made. The level of any necessary minimum bid (the reserve price) shall be set by the auctioneer at his own free decision. The auctioneer can reject any bid without having to state the reason and also accept a bid subject to the seller's consent. In this case, the bidder shall be bound by his bid for three weeks. Should the bidder not receive unconditional acceptance of his bid within this period of time, then his bid shall expire. Without prejudice to this stipulation, any bid may be rejected for unspecified reasons and acceptance of the bid refused. In this case the bid made directly beforehand shall remain valid and binding. Where any doubts exist relating to the validity of the highest bid, in particular if the person making the highest bid does not wish to have it accepted, or if a doubt exists relating to the awarding of the bid, the auctioneer may put the item to be auctioned up for sale once again. In each case only the auctioneer's decision shall be binding.

5. When the auctioneer concluded the bidding, the buyer is obliged to take and pay the lot. The risk of accident loss of, damage to, or deterioration the goods will be transferred to the buyer at the moment when his bid is accepted. Title to the auctioned object will be transferred subject to the proviso that the final price is paid in full.

6. The final bid represents the net price. An auctioneer's commission of 18% will be added to the net price. The statutory Value Added Tax will be levied. The aggregation of the net price, the commission and the VAT will constitute the final price.

7. The person who purchased the goods at auction must pay the purchase price as soon as the bid has been accepted; payment must be made in cash or by cheque. If payment is made by cheque, this must be confirmed by means of a commitment to cash the cheque on the part of a bank permitted to act as a tax guarantor within the Federal Republic of Germany. Should the bid be awarded following submission of a written bid, then the purchase price is due and payable within 5 days following the billing date. The highest bidder shall pay the full purchase price in cash or by check to the auctioneer, immediately after acceptance of the bid. In case of paying by check, the dismantling and removal can only be performed after the check sum has been fully credited.

