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## Auction/ Sale Order

(Stand: 04.01.2019)

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1. (Name/company) Onlineauction - Terms and conditions sale and auction represented by (name/capacity)

-Client-

hereby bestows upon

ERTAX Gutachten & Auktionen, Gewerbepark Ostring 1, 47918 Tönisvorst

-Auctioneer-

the order to auction off the following items (Auction Items) on behalf of third parties and for the account of third parties subject to the attached auction terms accepted by the Client:

- the entire machine fleet of (**company**) including accessories, spare parts, documentations, company equipment, office equipment and fleet. A designation of the individual items and rights for auction is being waived.

- the items and rights in accordance with the list attached in the annex.

2. There are no gold and silver items among the items being auctioned off.
3. The Client confirms that he has an unrestricted right of ownership to the Auction Items and that the rights belonging to the Auction Items are free of third party rights and transferable without restrictions unless otherwise set out in the list attached as an additional annex. To the extent that there is property subject to the retention of title or there are third party rights, the Client has the consent of the owner of the title retention or owner of the rights for the sale and/or assignment. Partial sales by the Client, for whatever reason, are excluded.
4. The fee due by the Client to the Auctioneer is --% of the net maximum bid/ additional amount plus value added tax at the statutory rate and will be due together with the additional charge. Unless otherwise agreed on here, this fee covers costs and cash outlay/expenditure. Any appraisals will be charged by the Auctioneer. The Auctioneer has the right to agree on an auction surcharge at an adequate amount/amount customary in the business with the bidder/purchaser, but at least to the amount specified in the auction and sales terms of ERTAX Gutachten & Auktionen.
5. Should the Client wholly or partially revoke the order, for any reason, he will be obligated to pay the Auctioneer a fee of -% of the market value/appraisal value, but at least (**amount €**) as well as reimbursement of the costs and cash outlay in connection with the auction order. The Auctioneer's right to cancel the auction on a relevant ground due to lack of economic interest will remain unaffected.
6. No limit/minimum prices are being stipulated unless otherwise set out in the list attached in the Annex.

7. The auction order is limited until (**date**). For the term of the present agreement the Client will waive the right to engage third parties for the same purpose. During the term, routine termination of the auction order is excluded. The right of both contracting parties to terminate the auction order on a relevant ground will remain unaffected. Where an auction does not take place due to an unjustified cancellation of the auction order, the Client will be obligated to pay the Auctioneer the fee as set out in Item 4 of the auction contract plus the auction surcharge pursuant to Item 4 Clause 3 of the auction contract, but with reference to the valuation price and where an estimate of the market value is not possible. However, the Auctioneer must deduct the amount saved in expenses as a consequence of the auction not being held.
8. Auction items for which no surcharge is issued during the auction may be sold by the Auctioneer directly. This follow-up order is limited to two months as from the date of the auction. The provisions in Item 7 will apply accordingly. Moreover, the Auctioneer will be entitled to the claim set out in Item 7 even where the Client or a third party associated with him sells the auction item to a purchaser who was shown to and/or procured as a potential buyer for the Client by the Auctioneer after lapse of the two-month deadline.
9. The Auctioneer will be obligated to settle the payments by the latest 14 days after receipt of payment (= irrevocable credit transfer to a settlement account to be set up by the Auctioneer) and to pay the amounts due to the Client to an account to be specified. Any deviations from the above arrangement must have the prior written consent of the Client. The Auctioneer has the right to set off against the Client with his own claims.
10. The Client acknowledges and accepts the auction and sales terms of ERTAX Gutachten & Auktionen.
11. The Client agrees that in the case of payment by check the auction items up to the net surcharge amount of €1,000.00 may be handed over by the Auctioneer to the bidder immediately upon request. In the case of greater surcharge amount the validity of the check amount must be corroborated before transport or disassembly of the items. The Auctioneer has the right but not the duty to collect all claims by the Client against the bidder/purchaser in his own name and if necessary assert them in court at the Client's costs after prior consultation.
12. The Client must procure and provide the documents and information necessary for carrying out his work (e.g. descriptions of the auction items, in particular of machines, etc.) or access to such information. The Auctioneer has the right to take care of the sorting and cleaning work necessary for preparation of the auction in agreement with the Auctioneer. Any necessary clearance and disposal of the site after the auction may be carried out by the Auctioneer at the Client's instructions and will be charged separately unless otherwise agreed. Disassembly, transport and loading work will be carried out at the cost and risk of the purchaser/bidder. However, the Auctioneer has the right to have disassembly, transport and loading work carried out by a company hired by him.

The Client and the Auctioneer will appoint an associate with knowledge of the field as well as a representative who can give the necessary information for performance of the agreement and take decisions or have them taken. The decisions will only be binding if they were carried out by the respective associate in writing or confirmed. Unless otherwise agreed on in the present contract the Client will render the services due by him free of charge.
13. Until the risk passes to the bidder (cf. Item 5 of the auction terms) the auction items must be insured by the Client against theft, fire and water damage at his own expense. The

Client will supply electricity, water and sanitary facilities free of charge to the associates of ERTAX Gutachten & Auktionen and its clients for the period of performance. Access possibilities to the property will be conceded without restrictions by the Client for associates of ERTAX Gutachten & Auktionen and its clients. The Client will likewise bear the costs for money insurance.

14. The Client is indemnifying the Auctioneer against any guarantee claims by the purchasers/bidders. This will not apply to guarantee claims for which the Auctioneer is liable, in particular on the basis guarantees of going beyond the information provided by the Client or damage to the auction item caused willfully by the Auctioneer or his vicarious agents. In other respects, the Auctioneer's liability is limited to willfulness and gross negligence and to the amount of the fee set out in Item 4 Clause 1 of the auction order. Liability for consequential damage and against third parties is excluded.
15. The place of jurisdiction for all disputes arising directly or indirectly from the present auction order is Krefeld where the client is a businessman as defined in the HGB (Commercial Code); the above agreed jurisdiction will also apply to litigation concerning checks and bills of exchange and to clients who have their residence or place of domicile abroad. German law will apply to the formation and performance of the auction contract.
16. Amendments of the contract and ancillary agreement including the amendment of the writing requirement must be in writing in order to be legally valid. Should a term of the present contract be or become invalid or infeasible for any reason this will not affect the validity of the remaining terms provided that they remain valid. Invalid or infeasible terms are to be replaced by valid or feasible terms which are in conformity with the identifiable or inferred will of the parties and constitute a term appropriate to the circumstances.

Tönisvorst, date

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Client

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ERTAX Gutachten & Auktionen  
Hakan Eroglu