



## Special Conditions – 30 lots

### Article 1. Sale "as is"

The Vessel shall be sold "as is" in the (technical) condition of the Vessel at the time at which Buyer receives the notification from Vessel Auction that the Vessel was awarded to Buyer. Buyer shall be deemed to have carefully inspected the Vessel bought by Buyer in advance, whether or not with the assistance of an expert.

### Article 2. Auction fee

The amount of the Bid shall be increased by an auction fee (subject to 21.0 % VAT).

### Article 3..Bidding and purchasing

- 3.1 The Bidder who has made the high bid at the end of the Bidding Term shall be under the obligation to purchase the vessel from the Offeror at the price offered during bidding, provided that Offeror wishes to award said bid.
- 3.2 Bidder shall receive the invoice after expiry of the Awarding Term provided that Offeror wishes to award the Vessel to Bidder.
- 3.3 In case Offeror has not awarded prior to the end of the maximum Awarding Term the Bid is automatically not awarded.
- 3.4 The maximum Awarding Term is three (3) workdays commencing on the day after conclusion of the Auction.

### Article 4. Defaulting Buyer, payment and collection date

- 4.1. In case Buyer does not settle the invoice received from Vessel Auction within the payment term specified, Vessel Auction shall have the right to rescind the Purchase Agreement without the intervention of a court of law. In such a case the defaulting Buyer is still under the obligation to pay the auction commission immediately after rescission of the Purchase Agreement, Vessel Auction shall send Purchaser a reminder to pay the auction commission. If Purchaser does not comply with the reminder sent, Vessel Auction may pass on the claim to Graydon Incasso International for collection.
- 4.2. In case Purchaser does not settle the invoice received from Vessel Auction within the payment term specified, Vessel Auction may choose to demand fulfilment of the Purchase Agreement in case this may reasonably be demanded from the defaulting Purchaser.
- 4.3 The total purchase price must be credited to the trust account of "Stichting Derdengelden Bootveiling", ABN AMRO bank Amsterdam, IBAN: NL59ABNA0430318367, BIC: ABNANL2A, stating "surname", "auction ID number" and "vessel type" no later than Thursday January 17, 2019 before 16.00 hours.
- 4.3 The collection date takes place, if possible, after payment no later than Saturday January 19, 2019 between 9.00 – 11.00 hours. As a Buyer you shall be responsible for prompt payment and collection

### Article 5. Entering into Purchase Agreement

In case a Purchase Agreement has been entered into between Bidder and Offeror, Bidder shall be under the obligation to pay a fee to Vessel Auction. This fee is variable and is a percentage of the Bid made by Bidder, exclusive of BTW (Dutch VAT). Bidder shall be informed of this percentage prior to each auction Cf. article 3. PLEASE NOTE: your invoice is also your proof of payment. On collection date you must show your invoice, and identify yourself using a valid identity document.



**Article 6. Liability**

Seller and Vessel Auction shall not provide any guarantee and shall accept no liability for that which is communicated or not communicated by them with respect to the Vessel.

A Bidder cannot refer to the fact that he has not had sufficient opportunity to verify the accuracy and completeness of the information provided in connection with the Auction, or any other inspection in connection with the Auction. Buyer shall in no way hold Vessel Auction and/or its employee(s) liable for any consequences of any inaccuracies in the information about the Vessel provided by Vessel Auction and/or its employee(s), or for any consequences of the (technical) condition and/or equipment of the Vessel at any point in time. The Vessel

shall be sold as is in the (technical) condition of the Vessel at the time at which Buyer receives the notification from Vessel Auction that the Vessel has been awarded to Buyer. Buyer shall be deemed to have carefully inspected the Vessel bought by Buyer in advance, whether or not with the assistance of an expert.