

Auction Conditions

The General Terms and Conditions for the public auction of immovable property to be held by the B.V. Venduehuis der Notarissen in The Hague, of 23 February 2003, shall apply. The main terms and conditions for the buyer are set out below.

Article 7 The Auction Procedure

- 7.1. At the auction the auctioneer represents the auction holder.
- 7.2. Bidding will only be conducted in euros.
- 7.3. The auctioneer is authorized to refuse a bid without assigning reasons.
- 7.4. From the start of the auction, the decisions of the auctioneer will be subject to the express approval of the civil-law notary on the following items:
 - a. refusing a person as bidder or buyer without assigning reasons;
 - b. change in the order of the lots to be auctioned;
 - c. adding lots;
 - d. combination or division of lots;
 - e. lots about which a dispute has arisen during the auction;
 - f. correcting errors made when calling the bids. The civil-law notary has the exclusive authority to decide that the Parties may not take advantage of an obvious mistake.
- 7.5. A lot will be auctioned separately or combined with other lots.
- 7.6. The auctioneer will award the lot to the highest bidder.
- 7.7. However, if immediately after accepting a bidder as buyer the correctness hereof is disputed, the decision of the civil-law notary expressed at the auction will be decisive.

Deviation of the normal course of the bidding process may constitute a ground for the decision that the disputed award was incorrect.

- 7.8. The auction holder, the people working for the auction holder who are on duty during the auction, the auctioneer and the civil-law notary cannot place a bid at the auction.

Article 8 Obligations of the Buyer

- 8.1. By placing a bid at the auction, the bidder is considered to fully comply with these general terms and conditions.
- 8.2. After a lot has been awarded, the buyer is under an obligation to pay the auction holder on the same day on which the auction was held and before the lots purchased are released:
 - a. the hammer price;
 - b. the mark-up.
- 8.3. The auction holder has the right to charge the buyer who does not take delivery of a lot bought at the auction within the period referred to in article 9, for storage and, if applicable, transport.
- 8.4. The buyer does not have the right to set-off any alleged claim against his debt to the auction holder.

Article 9 Release of the Lot

- 9.1. The buyer shall take delivery of the purchased lot within three days after the end of the auction at the location of the auction or at another location to be decided by the auction holder.
- 9.2. The buyer shall be in default without notice of default being required if the buyer does not take delivery of the lot purchased within the period referred to in paragraph 1.
- 9.3. Without prejudice to the provisions of article 8.4, the costs of collecting will be borne by the buyer.
- 9.4. In the event that no purchase is effected, the provisions of paragraph 1, 2 and 3 of this article shall apply mutatis mutandis to the return to the seller on the understanding that this period will only begin after the day on which the auction holder informed the seller in writing that the purchase was not effected.
- 9.5. The auction holder has the authority to suspend its obligation to release a lot until the buyer or seller has paid the auction holder the amount due.
- 9.6. If the buyer or seller has not taken delivery of a lot put up for auction within 14 days of the auction date, the auction holder has the right to re-auction the lot. The provisions of article 11.4 shall apply mutatis mutandis to this re-auction.

Article 10 Transfer Risk

- 10.1. The risk of damage and/or destruction and/or theft of the lot to be auctioned remains with the seller until the purchase at the auction has been effected as a result of which the risk is transferred to the buyer. The seller, however, retains ownership until the buyer has paid the purchase price.
- 10.2. If the buyer invokes the right to cancel or rescind the purchase pursuant to the provisions of article 12, the risk in the auctioned lot shall forthwith return to the seller, without prejudice to the buyer's obligation to forthwith hand over the lot/lots in question to the auction holder in the condition in which the buyer received the lot/lots.

Article 11 Default of the Buyer

- 11.1. The default commences without further notice of default when the period stipulated for payment lapses without any payment being made.
- 11.2. The damages to be paid by the buyer as a result of the delay in the payment of his debt consists of the statutory interest on the amount due for the period in which the buyer was in default of payment.
- 11.3. The seller acknowledges the right of the auction holder, at its discretion, to require performance by the buyer exceeding the payment term or to proceed to cancel the purchase or to first claim performance from the buyer and subsequently, if the claim is unsuccessful, to still proceed to cancel the purchase within the meaning of article 11.4.
- 11.4. Any costs, arisen or related to the seller and/or the auction holder enforcing their rights arising from a purchase made by the buyer at auction, including any costs arising from or related to the judicial and/or extrajudicial collection of any amount not paid on time or not paid in full shall be borne by the buyer without any notice, demand or notice of default being required, even the costs of any notices, demands and notices of default that in case of judicial proceedings would not be charged to the party ruled against. The amounts of the aforementioned costs entered in the books of the auction holder shall constitute conclusive evidence of the amount of the aforementioned costs, barring proof to the contrary.
- 11.5. In the absence of payment by the buyer, within the period stipulated for payment, of the amount due by the buyer for his/her purchase, the seller or the auction holder without prejudice to his/her claims to compensation of costs, damages and interests, has the right to consider the purchase to be cancelled without any judicial intervention or notice of default being required and if he/she so chooses to have the lot bought by the negligent buyer re-auctioned, which re-auction will then be held at the expense of the defaulting buyer and under such conditions as determined by the seller and/or the auction holder. Any deficit arising from less proceeds from the re-auctioned lot and all costs, damages and interests as well as all costs of the first auction, shall be paid by the defaulting buyer on first demand. If the Buyer fails to do so he/she shall be in default while he/she cannot enjoy the extra proceeds and cannot claim repayment of the costs already paid.
- 11.6. Should the seller or the auction holder use his/her aforementioned right to consider the purchase to be cancelled by operation of law due to breach of contract, but he/she does not proceed to re-auction, he/she may claim as a penalty for breach twenty-five percent (25%) of what the buyer owes in lieu of compensation for costs, damages and interests. The buyer cannot reclaim payments made by the buyer, but any partial payments of the purchase price shall be deducted from the damages or penalty due and any excess shall be refunded by the negligent buyer.

Article 12 Hidden defects and misleading description

- 12.1. If the buyer can prove that the seller or the auction holder knew that the lot sold at auction has a hidden defect or that the information provided by the auction holder is misleading to such an extent that if the buyer would have been aware of this hidden defect or had seen a correct description, he/she would have decided not to buy the lot for the bid he/she made, the buyer has the right to cancel the purchase by means of a written statement issued to the auction holder or to reverse the purchase on the basis of error and/or fraud.

- 12.2. The buyer may only use the right to terminate or cancel provided in paragraph 1 within a period of one month to be calculated as of the day after the auction.
- 12.3. If the buyer cannot return the lot bought by the buyer at auction in the condition in which the lot was when delivered to the buyer by the auction holder, the right to terminate or cancel referred to in paragraph 1 shall lapse.
- 12.4. In the event that the auction holder when drawing up the misleading description relied on information provided by the seller, the seller shall fully indemnify the auction holder against any claims made by the buyer or any third parties as referred to in this article.

Article 13 Limitation of liability of the auction holder

- 13.1. The auction holder shall not be liable to the seller or bidder when exercising the right to refuse a bid or a bidder.
- 13.2. The auction holder shall not be liable to the buyer for visible or invisible defects, specified quality or description, except in case of an intentional act or omission or gross negligence, without prejudice to the buyer's right referred to in article 12.1.
- 13.3. The auction holder shall not be liable to the seller and/or buyer for any loss, damage and theft with or without forcible entry, of any nature and due to any cause, of a lot to be auctioned or a lot bought at auction, except if it is covered by the insurance of the auction holder as referred to in article 6.2 or in case of an intentional act or omission or gross negligence of the auction holder.
- 13.4. If and to the extent that the auction holder would be liable to the seller, this liability is limited to an amount equalling the value for insurance purposes stated in the order confirmation. If the damage has been caused after delivery has been taken but before issue of the order confirmation, the provisional of the value for insurance purposes as stated in the order confirmation shall apply. The auction holder accepts this liability vis-a-vis the seller acting in the course of a business or profession, to a maximum of 6 months after the date of submission of the lot put up for auction.
- 13.5. If and to the extent that the auction holder would be liable to the buyer, this liability is limited to an amount equalling the purchase price. The auction holder accepts this liability vis-a-vis the buyer acting in the course of a business or profession, to a maximum of 6 months after the date of purchase of a lot bought at auction.

Article 14 Final provisions

- 14.1. Any obligations between the auction holder and the seller, the bidder and/or the buyer are exclusively governed by Dutch law.
- 14.2. Any disputes, including disputes only considered as such by one party, arising from or related to the legal relationship to which these terms and conditions apply, or the relevant condition in question and its interpretation or execution, both of a factual and legal nature, shall be decided by the The Hague District Court without prejudice to the right to appeal and appeal in cassation and to request injunctive relief.
- 14.3. These general terms and conditions will be filed with the court registry of the The Hague District Court and at the offices of the Chamber of Commerce and Industry in The Hague.
- 14.4. These general terms and conditions shall always be available at the auction for inspection by the public.
- 14.5. These general terms and conditions shall take effect on, and shall only apply to facts that occur after, the date of entry into force of these general terms and conditions.