

Terms and Conditions of Sale

1. **General Information:** Solely our Terms and Conditions of Sale shall apply. Each buyer accepts these Terms and Conditions of Sale for himself and his representatives by participating in the sales negotiations. The sale shall be made solely to entrepreneurs in terms of Section 14 BGB (German Civil Code). All sales offers are issued solely to entrepreneurs. The sale of all lots takes place on behalf of and at the cost of the client (seller). The company bis auktion is contracted to handle the sale.
2. **Guarantee:** All lots are sold from the location - as seen - without the granting of any warranty or guarantee. The buyer confirms with his signature in the Purchase Agreement that he has inspected the lot to be bought. Technical information, dimensions, performance specifications and other information is non-binding and was not checked by the seller or his representatives. For this reason, no liability can be assumed for this information.
3. **Payment Terms:** The total purchase agreement plus the statutory value-added tax (VAT) is owed as a rule with the signing of the Purchase Agreement. Sales subject to approval by the client before a certain deadline are exempt from this. In such cases, the purchase price is owed upon approval, but no later than after the expiration of the agreed deadline. The transfer or release of the purchased lots first takes place after complete payment of the purchase price or after the unreserved crediting of the check amount.
4. **Reservation of Title:** The lot for purchase shall remain the seller's property until complete payment of the purchase price.
5. **Premium:** The seller may request a reasonable premium from the buyer. The amount of the premium depends on the lot. The seller and his representatives are authorized to request the premium plus the value-added tax directly from the buyer.
6. **Acceptance Delay:** If payment of the purchase price or pick-up of the lot does not take place by the deadline, the seller or his representatives may request damage compensation for non-fulfillment and/or have the right to withdraw from the Purchase Agreement after the unsuccessful expiration of a reasonable extension. The seller or his representatives reserve the right to have the lot in question disassembled and stored at the cost of the buyer.
7. **Transfer of Risk:** Upon conclusion of the Purchase Agreement, the risk of accidental destruction, damage or loss with respect to the purchased lots is transferred to the buyer.
8. **Pick-up:** The buyer bears the risk and costs of transport and disassembly of the purchased lot. Pick-up of the purchased lot must take place no later than before the agreed deadline. The disassembly and pick-up times before the set deadline are Monday to Thursday from 8:00 am to 4:00 pm and Friday from 8:00 am to 2:00 pm.
9. **Liability:** Entering the premises on which the lots are offered for sale, for the purpose of viewing or for participation in the sales event, takes place at your own risk. The seller or his representatives are not liable for damage that is inflicted on the buyers or their representatives. This shall not apply to bodily harm or to damage that is due to intentional or grossly negligent conduct by the seller or his representatives. This also does not apply to damage that is based on a breach of material cardinal obligations. Cardinal obligations in terms of these Terms and conditions of sale cover significant contractual legal positions and the buyer's rights which the contract grants him in accordance with its content and purpose; they consist of the auctioneer's obligations, the fulfillment of which is required for the proper execution of the contract and which the participants can be confident that the auctioneer will observe.
10. **Other:** The place of jurisdiction is agreed to be Hamburg for all disputes between the seller or his representatives and the buyers/participants in connection with the sale - if the buyers/participants are merchants in terms of the German Commercial Code (HGB). This also applies to lawsuits related to checks and bills of exchange. Place of fulfillment for contractual obligations is Hamburg. German law applies. Oral ancillary agreements have not been made. The invalidity of one of the aforementioned provisions shall not affect the validity of the other provisions. In the event that one of the provisions is or becomes invalid, the parties shall replace it with a provision that comes closest to the economic interests of the parties.