

CONDITIONS OF PURCHASE – AUCTION OF 14 MAY 2009

GENERAL CONDITIONS

Except for the lot 13, the present auction takes place on behalf of the Public Ministry, COSC (Central Organ for Seizure and Confiscation), Quatre-Bras straat 19, 1000 Brussels. The only official languages during the auction are Dutch and French.

Section 1. Stipulations of the Auction – Obligatory preceding enrolment

The sale will happen by lot in one sitting and exclusively by public auction.

The potential buyers must complete an enrolment form before taking part in the auction.

The preliminary enrolment is free of charge and must be done **only during the exhibition days**, by presenting an identity document (ID Card, Passport). **No enrolment will be accepted at the day of the auction**

The sum of the opening bid (the starting price) and the higher bid (only a multiple of 100 €) will be decided on and made public by the auctioneer.

The lot will be assigned to the highest bidder, unconditionally and without reservations.

Section 2. Withdrawal of the sale – defective allocation

The auctioneer (receiver of registry fees) reserves the right to withdraw any lot or a part of a lot, without justification if:

- **The bids are regarded as insufficient (the reserve price is not reached)**
- the bidder presents obviously inability of mental consent (intoxicated, under the influence of medication,...)
- the bidder is commonly known for his insolvency or he has previously been excluded from auctions by the domain board.

In all cases the auctioneer may decide to reoffer and to resell the lot in question.

Section 3. Sales expenses (fees)

The sales expenses are set on 10% (ten per cent) of the allocation price.

Section 4. Deadline and stipulations of the payment

The full amount due (principal + charges) are to be paid on the spot in cash, which means that, at the latest 8 calendar days after the assignment of the lot, the payment must figure on the following bank account: 679-2003171-24.

Only the payments made by the following means are accepted:

- deposit or transfer on the account n° 679-2003171-24 – IBAN : BE81 6792 0031 7124 – BIC : PCHQ BE BB of « 3^{ème} Bureau de Recettes Domaniales de

Bruxelles, rue Ulens 40, 1080 Bruxelles » stating the number of the lot (mentioned on the invoice provided at the auction).

- by the delivery of a cheque guaranteed by a bank having a registered office in Belgium and mentioning « 3^{ème} Bureau de Recettes Domaniales de Bruxelles» as beneficiary.

No cash payments will be accepted.

Section 5. Late payment – Interests

If the successful bidder fails to make the payment on the settlement date, the amount due will (by right and without summon) yield interest at the legal rate from the expiry date.

For the calculation of the interests each month is considered to contain 30 days. The interest is calculated per 15 days (each fraction of 15 days is ignored). The basis of calculation will be rounded up to the higher multiple of 10 Euro and the sum of the calculated interest will be rounded up to the higher eurocent.

Section 6. Failing or late payment – Dissolution of the sale

If the buyer fails to pay the full price at the expiration of the established delay of 8 days as mentioned in the first paragraph of section 4, the auctioneer (receiver) may decide to consider the sale dissolute by right, in whole or in part, by the sole fact of the non-execution or the expiring of the term, without summon, without judicial intervention and without formalities, except for a notice to the bidder, by registered mail, of the decision of dissolution.

In the event of the dissolution of the sale, the sold goods will by right become the property of the seller again, without any compensation for the buyer for the possible expenses he has made, and without a refund of the sums already paid: the latter remains in the possession of the seller by way of fine.

Furthermore the auctioneer will exclude the defaulting buyer from any future auction, commencing with the expiring of the term set for the buyer to observe his obligations.

Section 7. Warranty

The auction will be conducted without any warranty against hidden flaws or crippling defects nor about the quality or quantity of the lots. The characteristics, designations and references are only provided in good faith by way of information, and are not binding the seller.

Interested buyers are strongly advised to examine meticulously the lots put on sale.

Only the pieces of information known or acquired in time by the seller are included in the catalogue (condition and origin, year of registration or re-registration of the vehicle, available papers and keys and any other characteristics including the number of the lot).

It's the interested buyer's responsibility to gather information about the lacking elements.

Any further dispute will be rejected. No refund will be granted after the payment.

No withdraw of the sale will be granted if the buyer neglected to examine the sold cars or/and didn't gather the necessary information.

Any steps and costs for obtaining a conformity certificate and all necessary repairs in order to obtain a valid MOT are to be made only by the buyer. The seller declines any responsibility for this.

Section 8. Transfer of the risks

The buyer carries the risk of the sold goods as from the day of the auction.

Section 9. Transfer of ownership

Without prejudice to the provisions section 8, the sold goods become the property of the bidder only after full payment (principal + charges) has been made and full acquittal has been given by the auctioneer (receiver).

Section 10. Delivery – term for pickup

The delivery takes place at the showroom.

A pickup certificate will be delivered by registered mail after full payment.

The picking up (only by appointment) must take place within 30 calendar days following this registered mail. By right and without legal proceedings or without summons, the auctioneer (receiver) may decide, by the sole fact of the expiry of the term for the implementation, to put on sale again any lot, that has not been removed within these 30 days, even if the buyer has fulfilled his obligations with respect to the payment of the price and the charges; in this case the lot is deemed to be abandoned in favour of the seller.

The picking up and transport of the lots will take place at the expense and at the risk of the buyer; the seller declines all responsibility for this.

Section 11. Collecting merchandise – necessary precautions

The buyers are responsible for any damages caused to the detriment of seller or a third party and will have to repair at their own expenses any damage made to lots that were not sold or sold to other people.

The buyer bears personal responsibility for the person who acts on his behalf.

Section 12. Registration of the vehicles

The sold vehicles intended for the transport of people and/or goods will only be allowed to be brought back in traffic after fulfilling all formalities and obligations in accordance with the applicable law. It is the buyers responsibility to obtain the necessary information.

In case the vehicle does not carry a certificate of registration, conformity certificate or a valid certificate of vehicle inspection, all formalities and costs regarding regularisation are at the expense of the buyer.

All taxes due before the bringing back the vehicle in traffic, such as import duties and/or VAT, are at the expense of the buyer.

Section 13. The management of the sale

Any argument arising during the auction will be settled by the auctioneer.

The auctioneer reserves the right to exclude from the auction rooms any person whose behaviour is disturbing the course of the sale.

In accordance with section 314 of Penal Code any hindrance to the freedom of bidding is labelled as a criminal offence.