



# Industrial Auctions BV

**Online auction machinery for the food industry in cooperation with E-Auctions due to closing Phoenix Pet Foods Ltd in Summerhill (IE)**

**Closing: 19 February 2019 from 14:00 hrs.**



**PHOENIX**  **Pet Foods**  
*excellence through quality ingredients*



**Viewing day:**

12 February 2019 from 09:00 till 16:00 hrs.

**Address:**

Co. Meath  
A83 XE40 Summerhill  
Ireland



## General terms and conditions of the online auction

Closing date	19 February 2019 from 14:00 hrs.
Viewing	12 February 2019 from 09:00 till 16:00 hrs.
Organizing Company	Industrial Auctions BV Looyenbeemd 11 5652 BH Eindhoven, Netherlands Tel.: +31 (0)40 2409 208 Fax: +31 (0)40 2409 209 E-mail: <a href="mailto:info@industrial-auctions.com">info@industrial-auctions.com</a>
Buyers premium	18% over the highest bid
V.A.T	23% over the highest bid including Premium
Pickup date	27 February 2019 from 09:00 till 16:00 hrs.
Pickup address	Co. Meath A83 XE40 Summerhill Ireland
Delivery instructions	The buyer is fully responsible for the dismantling, loading and transportation of the bought lots. Industrial Auctions B.V. cannot accept any responsibility unless indicated otherwise. The delivery (pick-up bought lots) will only take place on the mentioned delivery date/time and address.
Payment details	Before collection of the goods your payment has to be fulfilled. It is possible to transfer the amount due to our account with ING-bank, account number 005033999 in Best, IBAN: NL34INGB0005033999, BIC: INGBNL2A or to our account at Rabobank, account number 157198367 in Best, IBAN: NL80RABO0157198367, BIC: RABONL2U, Gladbacher Bank AG, Iban: DE83310601818887176010, BIC: GENODED1GBM, indicating invoice- and customernumber.
General terms and conditions of sale	On the auction general terms and conditions of the online auction are applicable concerning the (possible) purchase of moveable assets, furthermore these specific terms and conditions.
Combinations	All lots in a combination will be sold individually first. The starting bid of the combination is the total amount of the individual bids. The combination will open after all individual lots are closed. If the combination is sold it overrules the individual bids, if not the individual bids are applicable.
Prolongation	If a bid is made in the last 5 minutes the lot closes, the closing time of that lot will be extended with 5 minutes until no bids are made.



Nr	Title	Description	Start €
1	Hoegger Alpina	Hoegger Alpina cutter with lifter for 200 liter meat bins and ejector, type: PB 330 1150, machine number: 813083, 220/380 V, 107 kW, 150 bar, steel bowl, s/s knives, volume: 330 liter, dimensions: 3400 mm x 2600 mm x 2500 mm.	5000
2	Handtmann	Handtmann vacuum filling machine with lifter for 200 liter meat bins, type: VF300B, number: 2269-1, 400 V, 50 Hz, 9.5 kW, 23.6 A, 02163 working hours, filling, linking and portioning, dimensions: 1650 mm x 1550 mm x 2020 mm.	4000
3	Poly-Clip System GmbH & Co. KG	Poly-Clip System GmbH & Co. KG double clipper, type: FCA 3441, dimensions: 1400 mm x 850 mm x 2000 mm. Including pallet with 4 boxes of clips, type: L 15-08 5x1.75L, 5.500 pieces per role, 10 roles per box.	1500
4	Base Handling Products Limited	Base Handling Products Limited lifter for 200 liter meat bins, model: BTM/250/1800/B, serial number: 064259, maximum capacity: 250 kg, elevating height: 2350 mm, total dimensions: 1200 mm x 850 mm x 3350 mm.	500
5	Formax	Formax forming machine, model: PFM-19, machine number: 437, belt width: 505 mm, total dimensions: 3550 mm x 1300 mm x 2680 mm. Including trolley with forms, dimensions forms: (10x) 50 mm x 30 mm dog bone form, (11x) 30 mm x 20 mm oval shaped, and (12x) 115 mm x 20 mm, dimensions trolley: 1150 mm x 600 mm x 1230 mm.	12500
6	NN mesh belt	S/s mesh belt, belt width: 600 mm, total dimensions: 1680 mm x 930 mm x 1140 mm.	150
7	Carnitech A/S	Carnitech A/S lifter for 200 liter meat bins, type: L 25, number: 580400, year of construction: 1995, 3x 400 V, 50 Hz, 0.55 kW, 1.8 A, elevating height: 2200 mm, total dimensions: 1150 mm x 800 mm x 3200 mm.	500
8	Vemag Maschinenbau GmbH	Vemag Maschinenbau GmbH vacuum filling machine, model: Robby 2, number: 137 0439, 220-240 V / 400-460 V / 575 V, 3 Ph, 50/60 Hz, 7.6 kW, 11 A, linking, portioning and filling, including linking attachment, total dimensions: 1350 mm x 880 mm x 1860 mm.	3000
9	NN smoke sticks	Plastic container with large amount of smoke sticks, square, dimensions: 20 mm x 3 mm x 980 mm and round, diameter: 5 mm, length: 1000 mm, dimensions container: 730 mm x 570 mm x 1050 mm.	100
10	Baader	Baader separator, type: 603-508, project number: 310234, year of construction: 2003, 400 V, 3 Ph, 50 Hz, 9.0 A, diameter perforations: 7 mm, dimensions hopper: 950 mm x 860 mm x 520 mm, belt width: 200 mm, total dimensions: 1640 mm x 1000 mm x 1640 mm.	4500
11	NN platform	S/s platform with stairs, dimensions platform: 650 mm x 500 mm, height: 1200 mm, total dimensions: 850 mm x 750 mm x 2320 mm.	150



12	Risco S.P.A.	Risco S.P.A. vacuum filling machine with lifter for 200 liter meat bins, model: RS4001, serial number: Q397023, year of construction: 1998, 400 V, 3 Ph, 50 Hz, 6.3 kW, 24 A, 900 kg, filling and portioning, dimensions: 2060 mm x 1150 mm x 2250 mm.	3000
13	Ceia	Ceia pipeline metal detector, model: THS/G, serial number: 20100220013, year of construction: 2001, diameter clearance: 100 mm, total dimensions: 1080 mm x 460 mm x 1180 mm.	450
14	Turbo Systems Ltd.	Turbo Systems Ltd. Mobile depositor, type: D250P, machine number: D250P6510413, year of construction: 2015, dimensions hopper: 600 mm x 600 mm x 600 mm, total dimensions: 1180 mm x 850 mm x 1600 mm.	1500
15	IXIA	IXIA mobile denester, dimensions trays: 165 mm x 120 mm, total dimensions: 1180 mm x 850 mm x 1600 mm.	500
16	Sealpac	Sealpac traysealer, model: Sealpac 750, s/s infeed chain conveyor with dividers, distance between dividers: 175 mm, divider height: 20 mm, film width: 220 mm, dye: (5x) 155 mm mx 135 mm, outfeed wire belt, belt width: 160 mm, total dimensions: 6100 mm x 750 mm x 1900 mm. Including 5 pallets with 40.000 trays and 13.000 meters of film.	4000
17	Lagarde	Lagarde retort for 5 trolleys, machine number: SA982, year of construction: 2001, 400 V, 50 Hz, 49/44 A, with Alfa-Laval heat exchanger, dimensions: 9000 mm x 2100 mm x 2650 mm. Including 3 complete sets of 5 trolleys with approximately 475 basket, dimensions trolley: (15x) 1250 mm x 650 mm x 1270 mm, dimensions baskets: (475x) 970 mm x 560 mm x 60 mm, Airpol air compressor, number: SO 3270213, year of construction: 2013, 190 m <sup>3</sup> /h, 18.5 kW, 8 bar, 370 kg, dimensions: 1250 mm x 700 mm x 1470 mm, Cordivari pressure vessel, number: 79092, year of construction: 2013, 11 bar, capacity: 500 liter, -10 °C - + 40 °C, dimensions: 600 mm x 600 mm x 1900 mm.	19500
18	NN frame	S/s frame used for hanging sausages, dimensions: 340 mm x 340 mm x 1140 mm.	75
19	Talsa	Talsa s/s bowl cutter with ejector, s/s bowl, dimensions bowl: 1000 mm x 1000 mm x 180 mm, total dimensions: 2220 mm x 1500 mm x 1700 mm.	3250
20	Freemantle	Freemantle cartoner, model: S11, year of construction: 07-2002, serial number: 02-131, 240 V, 1 Ph, 16 A, with denester, clearance: 165 mm x 150 mm, belt width: 200 mm, dimensions box: 350 mm x 130 mm x 150 mm, total dimensions: 4800 mm x 1250 mm x 1700 mm.	2000
21	Siat	Siat mobile box closing machine, model: S2, type: A, serial number: 7959, year of construction: 2003, 415 V, 3 Ph, 50 Hz, 260 W, maximum box size: 500 mm x 500 mm, belt speed: 22 m per minute, capacity: 800 boxes per hour, belt width: (2x) 75 mm and (1x) 195 mm, total dimensions: 2100 mm x 850 mm x 1600 mm.	250



22	Multivac UK Ltd	Multivac UK Ltd mobile double chamber vacuum machine, model: C500, serial number: 472, year of construction:1997, 415 V, 3 Ph, 50 Hz, 8 kW, 22 A, seal length: (4x) 660 mm, dimensions chamber: 750 mm x 670 mm, with Busch vacuum pump, type: RA 0160 D 5Z1 QLXX, number: C0345000502, total dimensions: 1620 mm x 1060 mm x 1020 mm.	1500
23	Gravitation	Gravitation scale on s/s table, model: 315A1GBL, serial number: 6150090, last calibration: 09-11-2017, dimensions scale: 380 mm x 380 mm, total dimensions scale: 550 mm x 380 mm x 760 mm, dimensions s/s table: 610 mm x 510 mm x 620 mm.	75
24	NN table	S/s table, dimensions: 1220 mm x 700 mm x 770 mm.	75
25	NN roller conveyor	Roller conveyor, steel and aluminium frame, plastic rollers, roller width: 430 mm, total dimensions: 3550 mm x 640 mm x 680 mm.	150
26	NN transport belt	Transport belt, s/s frame, plastic belt, belt width: 115 mm, total dimensions: 4950 mm x 550 mm x 1050 mm.	200
27	NN shuttle conveyor	Shuttle conveyor, s/s mesh belt, belt width: 600 mm, total dimensions: 2300 mm x 730 m x 1640 mm.	150
28	Hobart	Hobart mixer-grinder, model: 4046 S, machine number: 31344 DM, 230/400 V, 3 Ph, 50 Hz, 1425 rpm, inside dimensions: 1150 mm x 800 mm x 650 mm, plate diameter: 150 mm, total dimensions: 2100 mm x 900 mm x 2000 mm. Technical condition unknown.	750
29	NN rollies	33 plastic rollies, dimensions: (33x) 600 mm x 400 mm x 190 mm.	100
30	NN bag sealer	Bag sealer, belt width: 200 mm, working width: 620 mm, on s/s frame, total dimensions: 1520 mm x 640 mm x 1200 mm.	300
31	Treif-Maschinenfabrik GmbH	Treif-Maschinenfabrik GmbH dicer with lifter for 200 liter meat bins, model: Phoenix-CE, ID number 119-140, year of construction: 2002, dimensions chamber: 120 mm x 120 mm, total dimensions: 3600 mm x 1200 mm x 1650 mm. Including crate with extra grids.	2500
32	Cornelius	Cornelius cooler, model: 85 5834 OOG, serial number: 37 A 2802 XA 008, 230 V, 50 Hz, 10 A, R134a, 49 g, 100 W, inside dimensions: 280 mm x 220 mm x 280 mm, total dimensions: 380 mm x 380 mm x 710 mm.	50
33	Cornelius	Cornelius cooler, model: 85 5834 OOG, 230 V, 50 Hz, 10 A, R134a, 49 g, 100 W, inside dimensions: 280 mm x 220 mm x 280 mm, total dimensions: 380 mm x 380 mm x 710 mm.	50
34	Moreno	Moreno gas heated grill, dimensions grill plate: 580 mm x 475 mm, total dimensions: 650 mm x 600 mm x 1050 mm.	100
35	Ross Industries Inc	Ross Industries Inc tenderiser, model: TC700M, serial number: 4634WAM, year of construction: 1995, 380 VAC, 3 Ph, 50 Hz, 8.7 A, plastic and s/s rollers, roller width: 300 mm, total dimensions: 2700 mm x 650 mm x 1580 mm.	1500
36	Europack	Europack traysealer, type: D2, 2 lanes, dye: (2x) 160 mm x 160 mm, roller width: 450 mm, total dimensions: 2750 mm x 900 mm x 1580 mm. Without vacuum pump.	1500



37	Turbo Tools (Hull) Ltd	Turbo Tools (Hull) Ltd depositor, serial number: MDP754386 with mobile s/s hopper, dimensions hopper: 1200 mm x 680 mm x 600 mm, total dimensions: 1360 mm x 780 mm x 960 mm.	250
38	Turbo Tools (Hull) Ltd	Turbo Tools (Hull) Ltd depositor, serial number: MDP524385, with mobile s/s hopper, dimensions hopper: 1200 mm x 680 mm x 600 mm, total dimensions: 1360 mm x 780 mm x 960 mm.	250
39	Henkelman	Henkelman mobile traysealer, type: Vortex, machine number: V1011027, year of construction: 2010, 400 V, 3 Ph, 50 Hz, 6 A, 4 kW, dye: (2x) 220 mm x 150 mm, with Busch vacuum pump, type: R5, total dimensions: 920 mm x 620 mm x 1500 mm.	800
40	Treif	Treif mobile dicer, type: Junior, order number: 61385, 380 V, 3 kW, 6 A, dimensions chamber: 85 mm x 85 mm, total dimensions: 1050 mm x 680 mm x 1400 mm.	250
41	Tipper Tie technopack	Tipper Tie technopack mobile double clipper, type: KDCT 90, serial number: 2219.182, dimensions: 1100 mm x 700 mm x 1800 mm.	800
42	Schad GmbH u. Co.KG	Schad GmbH u. Co.KG mobile binding machine, type: E 85-1, number: 48, year of construction: 06.2007, dimensions: 860 mm x 670 mm x 1200 mm, with s/s table, dimensions: 920 mm x 430 mm, total dimensions: 1600 mm x 850 mm x 1250 mm.	700
43	Sagi	Sagi blast chiller, model: AF3S, serial number: 02707614201, year of construction: 2002, 400 V, 3 Ph, 50/60 Hz, 4.5/5 A, 2420/2500 W, refrigerant: R404A, 2 kg, 16 A, 10 floors, dimensions floor: 600 mm x 520 mm, total dimensions: 980 mm 960 mm x 1880 mm.	500
44	NN lifter for meat bins	S/s lifter for meat bins, elevating height: 2020 mm, total dimensions: 1150 mm x 500 mm x 2750 mm.	350
45	Cambers Eng.	Cambers Eng. Hammer mill, model: MG, serial number: 2004000997, year of construction: 2004, 3x 380 V, 50 Hz, 1.2 kW, 4 A, maximum temperature: 40 °C, 49 kg, clearance infeed: 205 mm, total dimensions: 620 mm x 500 mm x 980 mm.	350
46	NN cutter	S/s cutter with ejector, 2 speeds, s/s bowl, dimensions: 900 mm x 900 mm x 140 mm, total dimensions: 1450 mm x 1250 mm x 1550 mm.	1750
47	Schröder	Schröder mobile injector, type: IMAX 3501, number: 350E348.05, 400/440 V, 50/60 Hz, 8 kW, 16 A, s/s walking beam, width: 350 mm, clearance: 350 mm x 210 mm, 47 needles, total dimensions: 1520 mm x 850 mm x 1900 mm. Missing 3 needles.	1500
48	Fagor	Fagor s/s cooking vessel, inside dimensions: 630 mm x 630 mm x 510 mm, total dimensions: 1040 mm x 850 mm x 1550 mm. Missing buttons, technical condition unknown.	500



49	NN smoke sticks	Plastic palletbox with large amount of round smoke sticks, diameter: 5 mm, length smoke sticks: 880 mm, dimensions palletbox: 1200 mm x 1000 mm x 750 mm.	250
50	Henkelman	Henkelman mobile double chamber vacuum machine, type: Polar 2-95, machine number: HOP50100102, year of construction: 2015, 400 V, 3 Ph, 50 Hz, 20.5 A, 7 kW, seal length: (4x) 1100 mm, dimensions chamber: 1180 mm x 930 mm, total dimensions: 2550 mm x 1250 mm x 1200 mm.	1500
51	Betcher	Betcher Dyna-Form press, dimensions: 2750 mm x 750 mm x 2050 mm, with mobile hydraulic unit, dimensions: 1100 mm x 1150 mm x 930 mm.	700
52	Mareno	Mareno tiltable fryer, model: PR-4E, number: 120776, 380/220 V, 3 Ph, 50 Hz, inside dimensions: 690 mm x 660 mm x 180 mm, total dimensions: 980 mm x 810 mm x 800 mm.	500
53	NN chain conveyor	Mobile chain conveyor, s/s frame, s/s chain with dividers, distance between dividers: 330 mm, divider height: 40 mm, maximum width product: 250 mm, total dimensions: 3450 mm x 680 mm x 1100 mm.	250
54	Ross	Ross mobile tenderiser, model: TC700M, serial number: 1466WM, 415 VAC, 3 Ph, 50 Hz, 7.5 A, s/s belt, belt width: 290 mm, clearance: 290 mm x 150 mm, total dimensions: 2000 mm x 700 mm x 1550 mm.	1500
55	Wiegand Maschinenbau	Wiegand Maschinenbau mobile ham press, model: 50E, number: 2301, year of construction: 2004, diameter chamber: 130 mm, length chamber: 440 mm, total dimensions: 1850 mm x 530 mm x 1150 mm.	500
56	Treif Maschinenbau GmbH	Treif Maschinenbau GmbH slicer, model: Puma, type: 1943, machine number: 194305.61549.0343, year of construction: 2000, 400/230 V, 50 Hz, 3.4 kW, 8.2/16 A, 305 kg, dimensions chamber: 240 mm x 240 mm, belt width: 240 mm, total dimensions: 2100 mm x 870 mm x 1600 mm.	1500
57	Prefered Packaging	Prefered Packaging traysealer, model: Fire 500, serial number: 003/13, year of construction: 2013, 400 V, 50-60 Hz, film width: 435 mm, total dimensions: 3050 mm x 1050 mm x 1680 mm. Missing dyes, without vacuum pumps.	750
58	Pak Automation Limited	Pak Automation Limited mobile transport belt, model: Filling conveyor, serial number: PK/15644, year of construction: 09-2998, s/s frame, plastic belt, belt width: 80 mm, total dimensions: 3100 mm x 700 mm x 1640 mm.	250
59	Berkel	Berkel slicer, diameter blade: 380 mm, total dimensions: 950 mm x 600 mm x 550 mm.	150
60	NN tilting device	S/s tilting device for pallet boxes, maximum dimensions: 1000 mm x 1200 mm x 800 mm.	250
61	NN elevating belt	Mobile elevating belt, s/s frame, plastic belt with dividers, belt width: 395 mm, distance between dividers: 310 mm, divider height: 30 mm, elevating height: 2600 mm, total dimensions: 3600 mm x 1300 mm x 2700 mm.	750



62	Easiweigh	Easiweigh mobile dosing unit with vibrating gutter, serial number: 30166, last calibrated: 09-11-2017, width gutter: 300 mm, total dimensions: 1600 mm x 1050 mm x 2600 mm.	1250
63	Multipak Packaging Machinery	Multipak Packaging Machinery vertical bag forming, filling and sealing machine, model: Super 240, diameter filling pipe: 95 mm, vertical seal length: (1x) 315 mm, horizontal seal length: (2x) 220 mm, total dimensions: 1550 mm x 1050 mm x 1450 mm. Including 2 extra sets of filling pipers, diameter: 75 mm and 40 mm and 4 hoppers, diameter: 295 mm, 480 mm and 305 mm and hopper dimensions: 540 mm x 380 mm x 200 mm.	2750
64	KG Lyften AB KG	KG Lyften AB KG s/s tilting device for pallet boxes, type: SK800HA90, number: 7190, maximum dimensions palletbox: 800 mm x 1100 mm x 860 mm, total dimensions: 1380 mm x 1650 mm x 1470 mm.	350
65	NN transport belt	Transport belt, s/s frame, plastic belt, belt width: 555 mm, total dimensions: 4150 mm x 1000 mm x 1320 mm.	500
66	NN elevating belt	Elevating belt, s/s frame, plastic belt with dividers, belt width: 210 mm, distance between dividers: 350 mm, divider height: 40 mm, elevating height: 3950 mm, total dimensions: 5300 mm x 900 mm x 4100 mm.	950
67	Ishida	Ishida 14-heads multihead weigher, model: CCW-S-212, number: 14201, year of construction: 12-1988, 220 V, minimum weight: 25 g, maximum weight: 1000 g, foot control, dimensions: 1250 mm x 1250 mm x 2350 mm on steel platform, height: 2200 mm, dimensions platform: 2000 mm x 2700 mm, total dimensions: 2000 mm x 2700 mm x 3450 mm.	2000
68	Fischbein-Saxton Ltd	Fischbein-Saxton Ltd sealing machine, machine number: 64897.1, 220/230 V, 1 Ph, 50 Hz, 13.5 A, with Fischbein-Saxton Ltd transport belt, serial number: 64897.2, year of construction: 01-03, seal length: 1400 mm, belt width: 190 mm, total dimensions: 2550 mm x 800 mm x 1450 mm.	500
69	Safeline	Safeline mobile metal detector, serial number: 45744, plastic belt, belt width: 570 mm, clearance: 605 mm x 240 mm, last calibrated: 20-6-2018, total dimensions: 2650 mm x 1200 mm x 1350 mm.	1500
70	Loma Systems	Loma Systems metal detector, model: IQ, serial number: 1008B - 10027, year of construction: 1999, clearance: 550 mm x 330 mm, last calibrated: 20-06-2018, with ENE Ltd transport belt, type: M/D, serial number: 990323, year of construction: 24/04/99, plastic mesh belt, belt width: 500 mm, total dimensions: 2200 mm x 1140 mm x 1380 mm.	1500
71	NN elevating belt	Elevating belt with dividers, s/s frame, plastic mesh belt, belt width: 365 mm, distance between dividers: 300 mm, divider height: 150 mm, elevating height: 1100 mm, total dimensions: 2000 mm x 620 mm x 120 mm.	175
72	NN table	S/s table, dimensions: 1400 mm x 600 mm x 830 mm	125



73	NN slicer	Mobile slicer, s/s frame, 3 plastic belts with dividers, belt width: 220 mm, distance between dividers: 400 mm, divider height: 100 mm, 4 knives, distance between knives: 235 mm, total dimensions: 2500 mm x 1050 mm x 1600 mm.	1250
74	NN table	S/s table, dimensions: 1550 mm x 600 mm x 570 mm	125
76	Linx	Linx inkjet printer, type: 4000, dimensions: 630 mm x 460 mm x 250 mm. Defect.	50
77	Rotronic	Rotronic portable water activity indicator, model: HygroPalm AW1, serial number: 61295432, last calibrated: 24-01-2018, dimensions: 70 mm x 20 mm x 260 mm, dimensions box: 400 mm x 260 mm x 100 mm.	250
78	Hach Lange GmbH	Hach Lange GmbH spectrophotometer, model: DR 2800, consisting of type: LTG082.01.21002, serial number: 10050C007, 115/230 V, 50/60 Hz, 600/900 VA, dimensions: 310 mm x 220 mm x 160 mm and p/n: 2PG422.99.00011, serial number: 1343361, 15 DC, 30 VA, dimensions: 320 mm x 220 mm x 120 mm.	250
79	Ohaus Corporation	Ohaus Corporation moisture meter, model: MB23, serial number: B336756314, 100-120 V/200-240 V, 50/60 Hz, 3 A, maximum capacity: 110 g, readability: 0.01 g, last calibrated: 12-2015, dimensions: 270 mm x 165 mm x 140 mm.	250
80	NN boot cleaner	S/s boot cleaner, length brushes: (2x) 1450 mm, diameter small brushes: 450 mm, distance between brushes: 100 mm, total dimensions: 3850 mm x 1050 mm x 1350 mm.	500
81	Ruston	Ruston boiler, model: Thermax two, with Saacke Limited burner, type number: PDS35-225, serial number: VG6408, year of construction: 1995, 380 V, 3 Ph, 50 Hz, 6 A, fuel: natural gas, gas inlet: .2 bar, dimensions: 5000 mm x 2300 mm x 2650 mm.	1500
82	Industrial Washing Machines LTD.	Industrial Washing Machines LTD., washing machine for Dolav boxes, machine: DC20 Dolav Washer, serial number: 661-DC20 A/239/01 R, year of construction: 01/02/2006.	1500
83	NN tank	Plastic tank on steel frame, dimensions tank: 1100 mm x 1100 mm x 1900 mm, total dimensions: 1100 mm x 1460 mm x 2900 mm.	75
84	Goevec S.A	Goevec S.A double jacketed s/s tank, type: traitement, year of construction: 04-1980, capacity: 1000 L, total dimensions: 1400 mm x 1400 mm x 2770 mm.	250
85	NN lifter for pallet boxes	Steel lifter for pallet boxes, dimensions: 2700 mm x 1550 mm x 3600 mm.	150
86	Liffey Dockyard Ltd engineers	Liffey Dockyard Ltd engineers steel hopper with steel screw, diameter screw: 450 mm, dimensions hopper: 3000 mm x 1500 mm x 1200 mm, total dimensions: 4800 mm x 1500 mm x 2000 mm.	1200
87	Liffey Dockyard Ltd engineers	Liffey Dockyard Ltd engineers steel hopper with steel screw, diameter screw: 450 mm, dimensions hopper: 3000 mm x 1500 mm x 1200 mm, total dimensions: 4800 mm x 1500 mm x 2000 mm.	1200



88	Liffey Dockyard Ltd engineers	Liffey Dockyard Ltd engineers steel hopper with steel screw, diameter screw: 450 mm, dimensions hopper: 3000 mm x 1500 mm x 1200 mm, total dimensions: 4800 mm x 1500 mm x 2000 mm.	1200
89	Sturtevant Mill Co.	Sturtevant Mill Co. Hinged hammer pulverer, type: 00, serial number: 820, dimensions: 1200 mm x 1300 mm x 1260 mm.	1200
90	NN hopper	Steel hopper with screw, dimensions: 3800 mm x 1800 mm x 1800 mm.	200
91	NN elevating belt	Elevating belt with s/s hopper, dimensions hopper: 2100 mm x 1600 mm x 1100 mm, plastic belt with dividers, belt width: 550 mm, distance between dividers: 700 mm, divider height: 80 mm, elevating height: 2400 mm, total dimensions: 4800 mm x 1700 mm x 2500 mm.	500
92	Düker-Rex Maschinen GmbH & Co KG.	Düker-Rex Maschinen GmbH & Co KG. s/s cutter with ejector, type: PK 100 SN, machine number: 28240, 380 V, 50 Hz, 4.6-6.1 A, 24-32 kW, 2940 U/min, volume: 100 liter, total dimensions: 1950 mm x 1750 mm x 1850 mm, including pallet with switch cabinet, dimensions: 1200 mm x 600 mm x 200 mm. Defect.	500
93	NN roller conveyors	7 s/s frames with roller conveyors, roller width: (2x) 430 mm, total dimensions: (7x) 1950 mm x 1140 mm x 250 mm.	150
94	NN frames for transport belts	Various s/s frames for transport belts, total dimensions: 5800 mm x 1450 mm x 900 mm.	150
95	NN smoke trolleys	10 steel smoke trolleys, 5 floors each, dimensions: (8x) 1410 mm x 1010 mm x 1900 mm and (2x) 1210 mm x 1010 mm x 1780 mm.	200
96	NN smoke trolleys	11 steel smoke trolleys, 5 floors each, dimensions: (6x) 1010 mm x 1210 mm x 1780 mm and (5x) 1410 mm x 1010 mm x 1900 mm.	220
97	NN smoke trolleys	11 steel smoke trolleys, 5 floors each, dimensions: (6x) 1010 mm x 1210 mm x 1780 mm and (5x) 1410 mm x 1010 mm x 1900 mm.	220
98	NN transport belt	S/s transport belt, s/s frame, plastic belt, belt width: 415 mm, total dimensions: 6600 mm x 1200 mm x 2100 mm. Technical condition unknown.	250
99	NN container	40 ft container, container number: YMLU 428905 RCX 4310, maximum GR weight: 30.480 kg, tare weight: 3.970 kg, capacity weight: 26.510 kg, CU capacity: 67.7 CU.M.	750
100	TVH parts NV	TVH parts NV pallet lifter, type: HPT-A, serial number: 15041395M-1/076, year of construction: 2015, maximum capacity: 2500 kg, weight: 65 kg, fork length: 1150 mm, fork width: 640 mm. Defect.	50
101	NN pallet lifter	Pallet lifter, fork length: 1150 mm, distance between forks: 680 mm. Missing one wheel.	50
102	NN turning table	S/s turning table with plastic top, diameter top: 1200 mm, total dimensions: 1250 mm x 1250 mm x 600 mm. Defect.	100
103	NN trolleys	9 steel trolleys, 18-20 floors, dimensions trolley: 820 mm x 750 mm x 1840 mm, with approximately 150 plates, dimensions plate: 820 mm x 680 mm.	150



104	NN trolleys	9 steel trolleys, 18-20 floors, dimensions trolley: 820 mm x 750 mm x 1840 mm, with approximately 160 plates, dimensions plate: 820 mm x 680 mm.	150
105	NN trolleys	15 steel trolleys, 18-20 floors, dimensions trolley: 820 mm x 750 mm x 1840 mm, with approximately 275 plates, dimensions plate: 820 mm x 680 mm.	200
106	NN trolleys	22 steel trolleys, 18-20 floors, dimensions trolley: 820 mm x 750 mm x 1840 mm, with approximately 375 plates, dimensions plate: 820 mm x 680 mm.	300
107	NN trolleys	15 steel trolleys, 18-20 floors, dimensions trolley: 820 mm x 750 mm x 1840 mm, with approximately 275 plates, dimensions plate: 820 mm x 680 mm.	200
108	TVH parts NV	TVH parts NV pallet lifter, type: HPT-A, serial number: 15041395M-1/075, year of construction: 2015, capacity: 2500 kg, weight: 65 kg, fork length: 1150, distance between forks: 650 mm.	50
109	NN smoke trolleys	5 s/s smoke trolleys, 6 floors, dimensions: (5x) 1000 mm x 980 mm x 1980 mm.	300
110	NN smoke trolleys	5 s/s smoke trolleys, 6 floors, dimensions: (5x) 1000 mm x 980 mm x 1980 mm.	300
111	NN smoke trolleys	5 s/s smoke trolleys, 6 floors, dimensions: (5x) 1000 mm x 980 mm x 1980 mm.	300
112	NN smoke trolleys	5 s/s smoke trolleys, 6 floors, dimensions: (5x) 1000 mm x 980 mm x 1980 mm.	300
113	NN smoke trolley	S/s smoke trolley, 8 floors, dimensions: 1050 mm x 1000 mm x 1920 mm.	75
114	Stephan	Stephan mobile micro cutter, dimensions hopper: 1070 mm x 900 mm x 410 mm, total dimensions: 2300 mm x 1700 mm x 1050 mm. Missing knives and plates.	750
115	AMB	AMB mobile paddle mixer-grinder, inside dimensions: 750 mm x 680 mm x 500 mm, plate diameter: 130 mm, total dimensions: 1150 mm x 1050 mm x 1820 mm.	750
116	NN mixer	S/s mixer, inside dimensions: 1130 mm x 920 mm x 800 mm, with Ectop Motor, 0.75-9 kW, total dimensions: 1200 mm x 1000 mm x 1800 mm.	200
117	NN shredder	Shredder with Zhen Zhou Desheng Xiang Motor Manufacture Co. Ltd. motor, type: Y180 M-4, 380 V, 18.5 kW, 1470 rpm, dimensions: 1500 mm x 950 mm x 1400 mm.	150
119	NN floor weighing scale	S/s floor weighing scale, dimensions scale: 750 mm x 750 mm, total dimensions: 1000 mm x 1050 mm.	50



## **General Terms of the online auction**

### **Article 1. Definitions**

Delivery: the actual delivery of the lot to the buyer or to his authorized representative;

Bid: each by a user in the auction (for a lot) bid amount;

User: the one who has registered on the website;

User Agreement: the agreement between Industrial Auctions and the user;

Lot: an article, or a number of articles that are auctioned together (under one number);

Purchase Price: the amount of the highest -allocated- bid increased by the Buyers

Premium above the highest bid and the VAT owed;

Purchase Agreement: the purchase agreement between buyer and seller;

Buyer: the user to whom the lot is allocated;

Registration: registration of the user on the website by completing the registration form found on the website;

Specific Online Auction Terms and Conditions: besides, in addition to or deviating from these General Terms and Conditions, applicable regulations that apply, as stated on the website for the specific auction;

Allocation: the declaration of Industrial Auctions that a lot or combination of lots has been allocated by payment of the purchase price to the highest bidder. Seller hereby irrevocably authorizes Industrial Auctions to assign and sell articles on behalf of the seller(s);

Auction: internet sales organized by Industrial Auctions of movable goods;

Seller: the person(s) a lot is being auctioned in whom/whose commission;

Website: website [www.Industrial-Auctions.com](http://www.Industrial-Auctions.com), which is maintained by Industrial Auctions, based in Oirschot;

### **Article 2. Applicability**

2.1 These General Terms and Conditions apply both to the relationship between sellers and Industrial Auctions, as the relationship between users/buyers and other third parties on the one hand and on the other hand Industrial Auctions. These conditions therefore apply to (being) organized auctions by Industrial Auctions and through the participation in auctions by users and/or buyers.

2.2 The applicability of other General Conditions than the present, and (where applicable) the Specific Online Auction Terms and Conditions is excluded.

### **Article 3. Registration on the website and the use**

3.1 By registration on the website a user is able to follow the progress of auctions on the



website. The user agreement is not transferable. By registration the user provides his personal details to Industrial Auctions and chooses his own password to access the website.

3.2 Industrial Auctions confirms the registration by e-mail to the user on the specified e-mail address, after which user can gain access to the auction by using his chosen password. User is obliged to behave after granted access to the website and do not inflict damage to the website or to other users. User is liable for all activities that occur on the website after that access has been gained by using the password of user.

3.3 The user guarantees the accuracy and completeness of the provided personal details at registration. If the personal details change at any time, the user is obliged to inform Industrial Auctions by return of such change(s).

3.4 Industrial Auctions reserves the right to refuse registration and to terminate unilaterally, without giving a reason.

3.5 Industrial Auctions takes obtained personal data in records kept for that purpose. Through registration on the website, the user gives consent to the use and the storage and processing of the personal data recorded.

3.6 The user is forbidden to reproduce the website or any part thereof or make available (through deep linking or otherwise) without the prior written consent of Industrial Auctions. Intellectual property is retained by Industrial Auctions.

3.7 By (one-off) registration user accepts these General Terms and Conditions each time that user logs on to the website and whether or not bids.

#### **Article 4. The auction**

4.1 Industrial Auctions reserves the right to cancel an auction earlier than reported on the website or to extend one. In case of a technical malfunction of the website, causing it not complete and/or inaccessible to all users, Industrial Auctions reserves the right to extend the auction.

4.2 The effectiveness of the internet and its website depends on many factors and many others. Industrial Auctions is not in control of many factors and can accept no liability for things they are not in control off. User and seller declare themselves familiar with and agree with the special circumstances of an internet auction and with the technical imperfections that can arise. Industrial Auctions must therefore limit its liability. For example, it may involve downtime, interruptions, delays in the connection, maintenance, updates, viruses, limited accessibility, et cetera et cetera. Industrial Auctions is not liable for any damage that might result therefrom.

4.3 Industrial Auctions hereby exclude to both the user and the seller any liability for any damage directly and/or indirectly, in any way arise, including but not limited to the damage arising from the use of the website, unless there is intent or willful recklessness of Industrial Auctions.

4.4 Industrial Auctions also accepts no liability for any damage whatsoever that arises in



any way by and/or arising from:

- Actions by the user that may have been prompted by information placed on the website;
- The impossibility of using the website (completely) and/or another malfunction in the website or the supporting system;
- The failure of the lots to the specifications as reported on the website;
- The fact that the information on the website is incorrect, incomplete or out of date;
- Errors in the software and/or the supporting system of the website;
- The unlawful use of systems, including the website of Industrial Auctions by a third party;
- Acts of the seller after the user has concluded a purchase agreement;

4.5 Industrial Auctions organizes online auctions on behalf of sellers. She does not sell own products. Industrial Auctions reserves the right to cancel an auction, earlier than reported on the website, or to extend one.

## **Article 5. Security**

5.1 Industrial Auctions strives to secure its systems against loss of data and/or any form of unlawful use and takes appropriate technical and organizational measures, including taking into account the state of the technology.

5.2 Industrial Auctions is not liable for loss of data, damage to files, unlawful access to computers or files, viruses spread via the website or other unlawful programs or files or any other consequence of the use made of the website.

5.3 The website may contain links to other websites. Industrial Auctions has no control over such sites and is not responsible for the content of those sites.

## **Article 6. Description lots**

6.1 Industrial Auctions and the person on whose behalf the lot will be auctioned strive to achieve the greatest possible accuracy and clarity of the description of a lot on the website, auction catalogs, other auction brochures, advertisements and such, without any liability for damages arising from incorrect or incomplete descriptions or other damage.

6.2 Pipes, cables and/or other connections for energy, control or production that are located on/in a lot are to be, unless expressly stated in the Specific Online Auction Terms and Conditions stated, only sold to the first valve, fitting or applied mark. Underground or built-in connections never are part of the lot, unless explicitly stated otherwise in the Specific Online Auction Terms and Conditions.

## **Article 7. Adjustments; operation**

7.1 If and insofar as any clause of these General Terms and Conditions is invalid or



unenforceable, the remaining clauses of these General Terms and Conditions will remain valid. Industrial Auctions will then adopt a new clause to replace the invalid/annulled clause, as far as possible the scope of the invalid/annulled clause shall be respected.

7.2 Industrial Auctions can, in addition to these General Terms and Conditions, declare the Specific Online Auction Terms and Conditions applicable. They are therefore already accepted by the user. In case of contradiction prevails the clause of the Specific Online Auction Terms and Conditions over the clause in these General Terms and Conditions.

7.3 The present General Terms and Conditions may be deviated only when this is stipulated in writing by an authorized representative of Industrial Auctions.

7.4 Industrial Auctions reserves the right to modify these General Terms and Conditions. Changes take effect 24 hours after an e-mail is communicated to the user or if they (digital) have been accepted comes into effect.

### **Article 8. Auction organization by Industrial Auctions**

8.1 The organization, preparation and execution of the auction lie with Industrial Auctions.

8.2 Industrial Auctions has the authority before, during or after the auction without assigning any reasons:

- Not to recognize a bid as such;
- To exclude one or more users from the auction;
- To consolidate articles into lots, to split lots and take lots from the auction;
- To repair mistakes made by Industrial Auctions in bids and/or allocations, without a user is able to make use of these errors and/or derive any rights from them;
- Lots whether or not to allocate;
- To implement other, in the opinion of Industrial Auctions, useful or necessary measures or changes;

8.3 Industrial Auctions is authorized before participation in certain auctions and/or bids on certain lots to require prior, from the user, a bank guarantee or other form of security to the choice and satisfaction of Industrial Auctions (to be judged by Industrial Auctions)

8.4 The judgment of Industrial Auctions concerning what has taken place before, during or after the auction, is binding.

### **Article 9. Bid; Purchase Agreement**

9.1 The user can place a bid on the website on one or more lots. Every bid is unconditional, irrevocable and without reservation. Industrial Auctions and/or the seller is/are entitled, without giving any reason not to accept bids. Bids are placed exclusive buyers premium and VAT. Industrial Auctions is authorized to place bids on behalf of third parties.

9.2 If a lot is accompanied by one or several other lots as a combination in auction this



shall be indicated on the page of the individual lot. In that case, there can be placed bids first on the individual lots of the combination and after the closing of all individual lots, offered on the combined lot. Individual lots can be allocated only if the total amount of the highest sustainable bids on the individual lots is higher than the highest sustainable bid on the combination. The combination will be allocated solely if the highest sustainable bid on the combination is higher than the total amount of the highest sustainable bids on the individual lots.

9.3 Bids can be placed in the form of a "static bid" or a "proxy bid". In a static bid, the user places a bid in the form of a fixed amount per lot. In a proxy bid the user indicates the maximum price he is willing to pay for the lot. The auction system then ensures that, after outbidding by a third party, in the name of the user, the minimally possible higher bid is introduced, as long as the maximum indicated by the user has not been reached. A proxy bid can only be disabled by the user by placing a static bid that at that moment is the highest bid.

9.4 The purchase agreement arises through allocation. Allocation is generally given to the user who has made the highest bid. By applying the clause of article 9.1, through conditions for allocation as included in the Specific Online Auction Terms and Conditions or for other reasons at the discretion of Industrial Auctions may be allocated to a different user than the user who has placed the highest sustainable bid instead.

9.5 The buyer will get within 48 hours after the auction has been closed, at least as quickly as possible (Saturday, Sunday and holidays not included) confirmed by e-mail on behalf of the seller(s) that the purchase agreement has been concluded. If the user does not get an e-mail within the period mentioned above, this means that his bid has not been allocated. Industrial Auctions reserves the right not to allocate or to allocate under suspensive condition(s).

9.6 The risk of the lot(s) is transferred from the seller to the buyer at the moment of allocation. The seller is up to the allocation obliged to properly insure the goods and maintain properly insured against fire, explosion and water damage and theft. Seller is also obliged to take out adequate insurance and liability insurance and maintain so. The policies and the proof of premium payment of these insurances (or at least copies of them) must be provided by seller on first request to Industrial Auctions.

9.7 Industrial Auctions is not a party to the purchase agreement but merely mediates in the creation of purchase agreements between buyer and seller. Its content is always precisely defined. Seller and buyer realize there on the part of Industrial Auctions may involve a conflict of interest. Buyer and seller hereby give permission to Industrial Auctions for simultaneously serving (the interests of) the buyer and seller.

9.8 If there is a forced sale, this will be stated in the Specific Online Auction Terms and Conditions.

9.9 In the event seller is a trustee in his capacity as receiver, article 7:19 Civil Code



applies.

9:10 If the auction takes place in the presence of a notary or bailiff, he will supervise the auction and the bids placed there and allocations.

#### **Article 10. Guarantees, claims and indemnities**

10.1 Industrial Auctions sells third party products, for third parties. Seller and buyer realize that Industrial Auctions is unaware or may be of the nature, condition or similar of the sold. Industrial Auctions and/or the seller provide regarding the lots and possible claims of third parties to these, no warranties of any kind. Buyer waives all rights which do not belong to the buyer under mandatory law.

10.2 The lots are sold in the state in which they exist on the date of allocation with all its possible defects, benefits and burdens. Industrial Auctions and/or seller give in no indemnity for visible or hidden defects or warranty in connection with completeness, numbers, functioning, usability, saleability, the existence or absence of rights or claims of third parties and or the possibility of transfer to third parties. Defects of whatever kind, disappointed expectations of the buyer and/or receiving third parties do not provide any entitlement to (damage) compensation and/or settlement and/or suspension. The buyer shall be deemed to have carefully examined the lot bought by him beforehand.

10.3 If in respect of the lots claims of third parties arising from property reserved, (intellectual) property rights and/or other third party rights be exercised, Buyer shall keep the relevant lot(s) for those third party(ies), under the obligation to issue this first request to that third party(ies), or otherwise to make appropriate arrangements with such third parties.

10.4 The seller shall indemnify Industrial Auctions against each claim of third party(ies). The buyer indemnifies Industrial Auctions and/or the seller against each claim by a third party in connection with the purchase agreement.

#### **Article 11. Payment obligations of the buyer**

11.1 The buyer has the obligation to pay the purchase price within three days (not including Saturday, Sunday and holidays) after confirmation of the purchase agreement on a by Industrial Auctions indicated account number. Payment must be made in Euros or in another currency indicated by Industrial Auctions.

11.2. The buyer is not entitled to any settlement or suspension.

11.3 The buyer is obliged to first request to provide (additional) security (such as a bank guarantee and or pledge). The buyer hereby grants an irrevocable power of attorney to Industrial Auctions to (do) settle rights of pledge both before and after delivery on behalf of the buyer for the benefit of Industrial Auctions. The buyer declares to be authorized to do so.



11.4 In case of late payment of the purchase price 15% of the purchase price, being a fixed amount for collection costs and/or extrajudicial costs, will be charged to the buyer by Industrial Auctions plus the statutory interest on the outstanding amount plus 3% per year, with effect from the date the payment had to be made until the date of effective payment.

**Article 12. Viewing days, auction days, pick-up days**

12.1 The seller and/or Industrial Auctions can organize viewing days and pick-up days. The parties realize that Industrial Auctions does not have any influence or control over the goods, the location or the circumstances in which the viewing days and pick-up days are being organized. Therefore, Industrial Auctions can not accept any liability. Whoever enters buildings and/or grounds on viewing days or delivery days does so entirely at their own risk. It is compulsory to follow up instructions given by Industrial Auctions and/or by Industrial Auctions hired people. Industrial Auctions and the seller do not accept any liability for damage arising on viewing days, or entering the buildings or grounds or the consequences that that entails.

**Article 13. Delivery**

13.1 If and as soon as the buyer has met all his payment obligations, the buyer may pick up the lot(s) at the by Industrial Auctions determined times and place on presentation of a proper identification, being the delivery. The delivery is fully at the expense and risk of the buyer. The buyer is obligated to pick up the lot(s) not later than the date specified in the Specific Online Auction Terms and Conditions. Industrial Auctions can stipulate that (a) certain(e) lot(s) can be picked up only after the picking up of other lots.

13.2 Before delivery the buyer is deemed to have fully explored the lot well and buy the lot in the condition in which it is. After the delivery the purchase agreement can no longer be terminated or destroyed by the buyer. Pipes, cables and/or other connections that are located on/in a lot are to be, unless otherwise provided by law or Industrial Auctions expressly stated otherwise, only part of the purchased up to the first valve, fitting, or the applied mark. Underground or built-in pipes, cables or other connections are not part of the purchased, unless explicitly stated otherwise by Industrial Auctions.

13.3 If it appears that a lot can not be delivered because of claims by third parties or because of the fact that the delivery would cause unacceptable damage to the buildings or premises where the lot is situated or for other reasons appears to be objectionable (at the discretion of Industrial Auctions), Industrial Auctions is entitled to terminate the purchase agreement. This termination occurs by e-mail and/or registered letter to the buyer at the address supplied by the buyer, whereafter Industrial Auctions and/or the seller have no further obligation than to refund already made payments by the buyer to Industrial Auctions in respect of the purchase of the lot(s).

13.4 The buyer whose lot(s) obstructs the collection of other lots, is obliged immediately



after e-mail and/or summons by Industrial Auctions to the address specified by the buyer to take care of the collection of his lot(s), failing which Industrial Auctions is entitled to make this collection and possible storage happen by third parties for the account of the buyer.

13.5. Ownership of the goods passes after delivery, but not before the buyer has fulfilled all his obligations (and the seller or other third parties have given their consent). After allocation the buyer is obliged to properly insure and maintain properly insured against fire, explosion, water damage and theft and to provide the insurance policy and proof of premium payment of this insurance on first request to Industrial Auctions. The buyer is obliged to respect rights of third parties.

#### **Article 14. Termination**

14.1 If the buyer fails to perform any obligation under the agreement with Industrial Auctions or the purchase agreement, including but not limited to failure to timely or complete payment of the purchase price; not picking up the lot(s) in time and/or not providing the required information for delivery, finds the buyer is legally in default without further notice being required, and Industrial Auctions may terminate the agreement between herself and the buyer. Industrial Auctions may terminate the purchase agreement on behalf of the seller. In that case Industrial Auctions is allowed to assign the lot(s) to another without Industrial Auctions and/or the seller is/are held to any (damage) compensation.

14.2 In the event of termination referred to in 14.1, the buyer owes Industrial Auctions in addition to the buyers premium a lump sum amount of 25% of the purchase price to cover administrative, storage, insurance and transport costs, etc., undiminished the right of Industrial Auctions and/or the seller to claim full compensation.

#### **Article 15. Liability**

15.1 Industrial Auctions works on locations which she has no control over, with things that are not hers. Therefore she must limit her liability, otherwise she runs too much risk, while she herself is not in a position to limit the risks. Industrial Auctions is not in control of the sites, auctions, IT environments and auctioned goods. The liability of Industrial Auctions (if and when after application of the other provisions of the contract still remaining) is at all times and in all cases limited to the amount to which the liability insurance of Industrial Auctions in a given case entitles to benefits. If Industrial Auctions is uninsured, the insurer will not cover grants or for whatever reason, no payment takes place, then the liability of Industrial Auctions in any case is limited to € 5,000.00. Any claim on Industrial Auctions (both property law and contract law), is not transferable or to encumber. This limitation does not apply to intent or gross negligence of Industrial Auctions.



15.2 Industrial Auctions is not liable for any indirect or consequential damages. Compensation for indirect damage is excluded at all times and in all cases, including at least but not limited to consequential damages, lost profits, lost savings and damage due (corporate) stagnation, loss of goodwill, loss of data, and such. Furthermore, any liability of Industrial Auctions is excluded in connection with any defect of the lot(s) or in respect of (alleged) infringement of the rights of (the intellectual property of) third parties. The buyer declares that he acknowledges that in respect of the lot(s) possibly rights (of intellectual property) rest with third parties.

15.3 Industrial Auctions and the seller are not liable for:

- Damage to persons or property or business prior to the closing of the purchase agreement or prior to allocation arising or resulting;
- Damage to on, through or in connection with the purchased goods caused (including the loss of the good itself);
- Visible and invisible defects. The buyer is required to do research. If the buyer neglects that, then the consequences are for the buyer;
- Damage caused by environmentally harmful substances in or on the purchased;
- Damage caused by computer failures (both in terms of hardware, software, viruses, files, internet, all in the broadest sense);
- Damage caused by power of disposition of the seller or rights of third parties which causes damage to the buyer;

15.4 In engaging third parties Industrial Auctions will always exercise due care. Industrial Auctions is not liable for any shortcomings of these third parties. For that the seller and the buyer safeguard Industrial Auctions.

15.5 Any right of the buyer or the seller shall expire two months after the allocation, notwithstanding the provisions to art. 6:89 BW.

## **Article 16. Applicable law**

16.1 All agreements between Industrial Auctions and third parties is governed by Dutch law.

16.2 The Dutch text of the General Terms and Conditions is the original text. If the General Terms and Conditions are used in several languages, the Dutch text will therefore be given preference in case of ambiguities or contradictions.

16.3 In the event of a dispute, the competent court within the district of "Oost-Brabant" has jurisdiction to hear the dispute, notwithstanding the competence to Industrial Auctions to submit a dispute to the competent court according to the law.





**Industrial  
Auctions** BV



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**Upcoming auctions:**

- 26-02 Online auction machinery for the food industry in Sevenum (NL)**
- 06-03 Online auction fish processing machinery on behalf of Larsen Danish Seafood GmbH in Bremerhaven (DE)**
- 12-03 Online auction machinery for the food industry on behalf of Windsor Food Machinery Ltd in Ashford (UK)**
- 04-04 Online auction machinery and inventory due to discontinuation of activities apple processing company Delipom in Benschop (NL)**
- 01-05 Online auction machinery and inventory on behalf of CSK Food Enrichment in Ede (NL)**