



# Industrial Auctions BV

**Online auction machinery and inventory due to bankruptcy KLNC Verpakking BV in Zwolle (NL)**

**Closing: 10 April 2019 from 14:00 hrs.**



**Viewing day:**

08 April 2019 from 09:00 till 13:00 hrs.

**Address:**

James Wattstraat 4  
8013 PX Zwolle  
Netherlands



## General terms and conditions of the online auction

Closing date	10 April 2019 from 14:00 hrs.
Viewing	08 April 2019 from 09:00 till 13:00 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	16% over the highest bid
V.A.T	21% over the highest bid including Premium
Pickup date	17 April 2019 from 09:00 till 16:00 hrs.
Pickup address	James Wattstraat 4 8013 PX Zwolle Netherlands
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.



<b>Nr</b>	<b>Title</b>	<b>Description</b>	<b>Start €</b>
1	Maguire Products Inc. / Shini Plastic Technologies Inc.	Maguire Products Inc. Weigh scale gravimetric blender, model: WSB-950 T, serial number: T134028-38, year of construction: 2017, 240/400 V, 1/3 Ph, 4.0/1.1 A, 50 Hz, dimensions blender: 1500 mm x 900 mm x 2300 mm, Shini Plastic Technologies Inc. separate vacuum hopper loader, model: SAL-5HP-UG124-CE, serial number: 2UG14100090, year of construction: 2014, 400 V, 3 Ph, 50 Hz, 3750 W, 175 kg, dimensions: 500 mm x 600 mm x 1400 mm, ERP PVC Makine mobile feeding screw, serial number: 201806, year of construction: 2018, weight: 270 kg, screw width: 150 mm, elevating height: 3800 mm, total dimensions: 5000 mm x 1100 mm x 4500 mm, platform with stairs, dimensions: 4100 mm x 3600 mm x 4200 mm.	17500
2	OzmaK Machinery	OzmaK Machinery extruding line consisting of OzmaK calender unit, Elektromer motor 110/126.5 kW, Camak motor 55 kW, T-dye, maximum roll width: 1000 mm, OzmaK extruder unit, 3 rollers, roll width: 950 mm, dimensions: 2100 mm x 1400 mm x 2700 mm, OzmaK edge trimming unit, roll width: 950 mm, 2 knives, distance adjustable, OzmaK silicon bath, roll width: 950 mm, dimensions: 1400 mm x 800 mm x 1900 mm, OzmaK winding unit with platform, maximum roll width: 1000 mm, dimensions: 5000 mm x 2500 mm x 3000 mm, OzmaK cooling unit with 3 MIT heat exchangers, dimensions: 3000 mm x 1000 mm x 1650 mm.	20000
3	Inan Plastik	Inan Plastik shredder, model: 27.30, year of construction: 2014, dimensions shredder: 1100 mm x 1200 mm x 1300 mm, including blower, plastic pipes transport system and big bag, dimensions blower: 600 mm x 600 mm x 650 mm.	3000
4	ERK PVC Makine	ERK PVC Makine mobile feeding screw, serial number: 201806, year of construction: 2018, weight: 270 kg, screw width: 150 mm, elevating height: 3800 mm, total dimensions: 5000 mm x 1100 mm x 4500 mm.	1500



5	Kuzey	Kuzey full automatic thermoforming machine, machine type: KG/F75, serial number: KG/F75-17-53/6, year of construction: 2018, 400 V, 275 kW, weight: 13 ton, dye for 24 x 150 ml trays, dimensions trays: 105 mm x 80 mm, Kuzey stacker, model: KG-F45, serial number: TRV/F45-17-53/12, year of construction: 2018, 400 V, 50 Hz, plastic belt, belt width: 800 mm, total dimensions thermoforming machine: 8000 mm x 3500 mm x 3500 mm, film unwinder, film width: 805 mm, dimensions film unwinder: 3500 mm x 1600 mm x 1300 mm, Kuzey water cooled water chiller, serial number: KRM-BRSWU007710911, year of construction: 2017, refrigerant: R410, dimensions chiller: 2000 mm x 750 mm x 1200 mm, switch cabinet, dimensions: 1700 mm x 700 mm x 2100 mm, 3 rolls of hard film. Including moulds for 200 ml / 250 ml / 300 ml and 500 ml trays. Note: this lot is under reserve.	95000
6	I.P.K.M.	I.P.K.M. shredder with Inan Plastik storage silo, type: HDGM 80X36, year of construction: 2017, 22 kW, maximum film width: 850 mm, maximum work width: 800 mm, dimensions shredder: 1800 mm x 1700 mm x 2400 mm, dimensions blower: 800 mm x 800 mm x 900 mm, control panel, dimensions: 600 mm x 500 mm x 1200 mm. Including steel silo for storing rest film, dimensions: 1400 mm x 1400 mm x 3900 mm.	5000
7	NN transport belt for trays	Transport belt for trays, aluminium frame, plastic belt, belt width: 85 mm, total dimensions: 4100 mm x 700 mm x 1000 mm.	500
8	NN transport belt for trays	Transport belt for trays, aluminium frame, plastic belt, belt width: 85 mm, total dimensions: 2100 mm x 700 mm x 1000 mm.	500
9	Maripak	Maripak mobile continuous sealer, model: Impack 40 PRO, serial number: 14193, year of construction: 2017, 400 V, 4.5 kW, film width: 357 mm, belt width: 400 mm, seal length: 560 mm, total dimensions: 3200 mm x 1600 mm x 2000 mm.	7500
10	Inpak Makina	Inpak Makina 3-station thermoforming machine with unwinder and pre-heating system, type: TS-800/3, serial number: 01526, year of construction: 2015, 380 V, 50 Hz, 110 kW, 8 bar, weight: 11.000 kg, mould: 800 x 580, width outfeed belt: 800 mm, maximum roll width: 950 mm, Becker vacuum pump, type: U. 4.70 F/K, 63/74 m <sup>3</sup> per hour, total dimensions: 11500 mm x 2800 mm x 3000 mm, switch cabinet, dimensions: 2700 mm x 600 mm x 2300 mm. Note: this lot is under reserve.	75000
11	NN packaging table	Packaging table, steel frame, s/s top, dimensions table: 2000 mm x 1300 mm x 1450 mm.	300



12	I.P.K.M.	I.P.K.M. shredder with Inan Plastik storage silo, type: HDGM 80X36, year of construction: 2017, 22 kW, maximum film width: 850 mm, maximum work width: 800 mm, dimensions shredder: 1800 mm x 1700 mm x 2400 mm, dimensions blower: 800 mm x 800 mm x 900 mm, control panel, dimensions: 600 mm x 500 mm x 1200 mm. Including steel silo for storing rest film, dimensions: 1400 mm x 1400 mm x 3900 mm.	5000
13	NN table	S/s table, dimensions: 1300 mm x 730 mm x 850 mm.	200
14	Setapack	Setapack continuous side sealer, model: 500 SK, seal length: 500 mm, film width: 555 mm, plastic belt, belt width: 485 mm, total dimensions: 1900 mm x 1400 mm x 1600 mm.	2000
15	Setapack	Setapack shrink tunnel, maximum: 200°C, roller width: 430 mm, clearance: 430 mm x 250 mm, outfeed roller conveyor, roll width: 420 mm, total dimensions: 2800 mm x 1000 mm x 1300 mm. Including Grafilabel label dispenser.	1250
16	NN table	S/s table, dimensions: 1400 mm x 900 mm x 800 mm.	200
17	Inpak Makina	Inpak Makina 4-station thermoforming machine with unwinder and pre-heating system, type: TS-800/4-R, serial number: 01725, year of construction: 2017, 380 V, 50 Hz, 110 kW, 8 bar, weight: 13.000 kg, mould: 800 x 580, width outfeed belt: 800 mm, maximum roll width: 950 mm, Becker vacuum pump, type: U. 5.100/0-00, 100/120 m <sup>3</sup> per hour, total dimensions: 12500 mm x 2800 mm x 3200 mm, switch cabinet, dimensions: 3000 mm x 600 mm x 2300 mm. Note: this lot is under reserve.	95000
18	NN packaging table	Packaging table, steel frame, s/s top, dimensions table: 2000 mm x 1300 mm x 1450 mm.	300
19	I.P.K.M.	I.P.K.M. shredder with Inan Plastik storage silo, type: HDGM 80X36, year of construction: 2017, 22 kW, maximum film width: 850 mm, maximum work width: 800 mm, dimensions shredder: 1800 mm x 1700 mm x 2400 mm, dimensions blower: 800 mm x 800 mm x 900 mm, control panel, dimensions: 600 mm x 500 mm x 1200 mm. Including steel silo for storing rest film, dimensions: 1400 mm x 1400 mm x 3900 mm.	5000
20	TFT	TFT 3-station thermoforming machine with unwinder, type: 64 MO, serial number: 090, year of construction: 1988, 380 V, 50 Hz, maximum roll width: 750 mm, total dimensions: 7500 mm x 2400 mm x 2100 mm, S.A Limido R&C; hydraulic unit, dimensions hydraulic unit: 1700 mm x 1000 mm x 1300 mm, switch cabinet.	5000
21	Mesutronic	Mesutronic metal detector with elevating belt, type: Metron 1.3 D 800/400, serial number: 980417-D, 100-240 V, 100-250 mA, 50/60 Hz, clearance: 1040 mm x 380 mm, plastic belt, belt width: 720 mm, elevating height: 2700 mm, total dimensions: 5500 mm x 1300 mm x 2300 mm.	3500



22	Next Generation Recyclingmaschinen GmbH	Next Generation Recyclingmaschinen GmbH granulate preparation line consisting of cutter / extruder / screenchanger / downstream equipment, machine type: NGR 85 HD, machine/plant number: Q-02019, year of construction: 2002, 400 V, 50 Hz, 315 A, 185 kW, weight: 15.5 ton, working width: 1000 mm, total dimensions line: 6000 mm x 4000 mm x 3700 mm.	11500
23	Teknokom	Teknokom screw air compressor, model: TSC 75 DA IVR, serial number: 2509635, year of construction: 2015, 400 V, 3 Ph, 50 Hz, 75 kW, flow rate: 11.9 m <sup>3</sup> /hour, total dimensions: 2400 mm x 1200 mm x 1700 mm.	2500
24	Yakut	Yakut pressure vessel, serial number: 55122, year of construction: 2015, volume: 2000 liter, allowable pressure: 11 bar, allowable temperature: -10°C/+100°C, diameter vessel: 1200 mm, height vessel: 2400 mm.	750
25	Mikropor	Mikropor compressed air dryer, model: MKE 1200, serial number: 3115MA10246, 230 V, 1 Ph, 50 Hz, refrigerant: R134a, refrigerant quantity: 5.0 kg, maximum pressure: 16 bar, dimensions: 1000 mm x 750 mm x 1400 mm.	1000
26	Kruizinga	Kruizinga trolley container with plastic hose, dimensions: 800 mm x 700 mm x 1600 mm.	50
27	NN plastic hose	Plastic hose.	25
28	Kruizinga	Kruizinga steel barrel with lid, diameter barrel: 600 mm, height barrel: 900 mm.	10
29	Cabot	Pallet with 36 bags Cabot Plasblak PE 4780 standard masterbatch for silage stretch wrap, each bag 25 kg.	500
30	NN parts for calender unit	Pallet with parts for calender unit, dimensions pallets: 1200 mm x 1000 mm x 500 mm.	100
31	NN hood	Aluminium hood, dimensions: 1300 mm x 1600 mm x 1200 mm.	100
32	NN pipings	Carton box with various pipings, diameter pipes: 150 mm.	200
33	NN hydraulic hoses	Pallet with various hydraulic hoses, dimensions pallet: 1300 mm x 1100 mm x 400 mm.	100
34	NN plastic hoses	3 plastic hoses.	50
35	Cosso	Cosso pallet lifter, capacity: 3000 kg, fork length: 1150 mm, total dimensions: 1500 mm x 600 mm x 1250 mm.	100
36	NN barrel	Plastic empty barrel, diameter barrel: 600 mm, height barrel: 950 mm.	10
37	NN big bags	2 cages and pallet with big bags, capacity: 1000 / 1250 kg, dimensions cages: (2x) 1200 mm x 1000 mm x 1500 mm.	150
38	Nedcon	Nedcon pallet rack consisting of 4 uprights, dimensions: 1100 mm x 5100 mm and 24 beams, length: 2780 mm, total dimensions: 8400 mm x 1100 mm x 5100 mm.	400
39	NN moulds for thermoforming machines	17 pallets and various crates with moulds for thermoforming machines. Various dimensions. Note: this lot is under reserve.	15000



40	NN cutter	Cutter with manual valve, diameter drum: 800 mm, height drum: 850 mm, total dimensions: 2000 mm x 1000 mm x 1700 mm.	750
41	Ducor Petrochemicals	5 pallets with Ducor Petrochemicals polypropylene homopolymer, Dupure L50, each pallet 55 bags, each bag 25 kg, dimensions pallet: 1400 mm x 1200 mm x 1800 mm.	2500
42	Ducor Petrochemicals	5 pallets with Ducor Petrochemicals polypropylene homopolymer, Dupure L50, each pallet 55 bags, each bag 25 kg, dimensions pallet: 1400 mm x 1200 mm x 1800 mm.	2500
43	GCR Group	11 big bags with Granic® 1051 granulat, material: G1051B 1250 GT, each big bag 1250 kg, dimensions big bag: 1200 mm x 1200 mm x 1100 mm.	1250
44	GCR Group	10 big bags with Granic® 1051 granulat, material: G1051B 1250 GT, each big bag 1250 kg, dimensions big bag: 1200 mm x 1200 mm x 1100 mm.	1100
45	GCR Group	Pallet with 45 bags Granic® 1051 granulat, each bag 25 kg, dimensions pallet: 1100 mm x 900 mm x 1000 mm.	750
46	Aytek	Aytek Cooling Systems water chiller, type: Protech PTC 160, serial number: 30715, year of construction: 2015, 380-400 V, 3 Ph, 50 Hz, 134.4 A, 48 KW, refrigerant: R407C, weight: 1750 kg, 2 fans, total dimensions: 2500 mm x 1600 mm x 2500 mm.	1500
47	Elbi	Elbi plastic storage vessel, volume: 2000 liter, diameter vessel: 1300 mm, length vessel: 1700 mm.	400
48	NN carton boxes	4 wooden Euro-pallets with carton boxes, dimensions boxes: 330 mm x 285 mm x 230 mm, dimensions pallets: 1200 mm x 800 mm x 120 mm.	75
49	NN big bags	2 big bags with rest film, dimensions: 1000 mm x 1000 mm x 1000 mm.	75
50	NN trolley for film	Steel trolley for film, maximum film width: 1000 mm, total dimensions: 1600 mm x 1200 mm x 1500 mm.	75
51	NN tool trolley	Tool trolley with 6 drawers, including some tools, dimensions: 600 mm x 500 mm x 950 mm.	100
52	Stöcklin	Stöcklin pallet lifter, model: SHR 2000, capacity: 2000 kg, fork length: 1000 mm, total dimensions: 1400 mm x 550 mm x 1250 mm.	100
53	Teknik Forkser LTD	Teknik Forkser LTD hand stacker, capacity: 1000 kg, maximum lifting height: 1600 mm, dimensions lifting platform: 1150 mm x 550 mm, total dimensions: 1700 mm x 800 mm x 2000 mm.	200
54	International Cleaning Equipment	International Cleaning Equipment automatic scrubber, model: 120NB, serial number: 000558, power: 1050 W, 40 A, 24 V, working width: 800 mm, diameter brush: 520 mm, total dimensions: 1500 mm x 600 mm x 1200 mm.	400
55	NN test film	5 wooden Euro-pallets with 9 rolls of test film, hard film, colour: black/white, film width amongst others: 850 mm / 810 mm / 715 mm.	400



56	Morssinkhof-Rymoplast	15 big bags with Morssinkhof-Rymoplast granulat, material: PP Regranulering thermo-bont, colour: black, each big bag +/- 1500 kg.	1500
57	Morssinkhof-Rymoplast	30 big bags with Morssinkhof-Rymoplast regrind, colour: black.	1750
58	Morssinkhof-Rymoplast	29 big bags with Morssinkhof-Rymoplast regrind, material: PP Loonvermaling + regranulering thermo wit, colour: white.	1750
59	Morssinkhof-Rymoplast	2 big bags with Morssinkhof-Rymoplast granulat, colour: white, each big bag +/- 1500 kg.	200
60	Morssinkhof-Rymoplast	3 big bags with Morssinkhof-Rymoplast regrind, colour: mix (black/white).	200
61	NN cage with trays	Galvanized cage with various trays, dimensions trays: 160 mm x 110 mm and 108 mm x 74 mm (150 ml).	25
62	NN trays	5 carton boxes with trays, dimensions trays: 105 mm x 80 mm (300 ml) and 108 mm x 76 mm (500 ml).	25
63	NN trolley for film	Hydraulic trolley for film, maximum film width: 1000 mm, total dimensions: 1300 mm x 1400 mm x 1250 mm.	250
64	NN pallets	45 wooden Euro-pallets, dimensions: 1200 mm x 800 mm x 120 mm.	450
65	NN pallets	45 wooden Euro-pallets, dimensions: 1200 mm x 800 mm x 120 mm.	450
66	NN pallets	45 wooden Euro-pallets, dimensions: 1200 mm x 800 mm x 120 mm.	450
67	NN pallets	45 wooden Euro-pallets, dimensions: 1200 mm x 800 mm x 120 mm.	450
68	Morssinkhof-Rymoplast	Big bag with Morssinkhof-Rymoplast regrind, colour: white.	50
69	Ducor Petrochemicals	Pallet with 25 bags Ducor Petrochemicals polypropylene homopolymer, Dupure L50, each bag 25 kg, dimensions pallet: 1400 mm x 1200 mm x 900 mm.	350
70	Kruizinga	2 Kruizinga container trolleys, dimensions: 800 mm x 800 mm x 1550 mm.	50
71	GCR Group	Pallet with 7 bags Granic® 1051 granulat, colour: grey, each bag 25 kg, dimensions pallet: 1100 mm x 900 mm x 1000 mm. One bag open.	50
72	Kruizinga	Kruizinga barrel with granulat, black/transparant, diameter barrel: 600 mm, height barrel: 930 mm.	10
73	NN pallets	15 wooden Euro-pallets, dimensions: 1200 mm x 800 mm x 120 mm.	150
74	NN carton boxes	Pallet with approximately 450 white carton boxes, dimensions boxes: 380 mm x 290 mm x 250 mm.	50
75	NN weighing scale	Floor weighing scale, dimensions scale: 1000 mm x 900 mm, total dimensions: 1000 mm x 1400 mm. Without indicator.	100
76	NN pallets	33 wooden Euro-pallets, dimensions: 1200 mm x 800 mm x 120 mm.	330
77	NN frame	S/s frame, dimensions: 900 mm x 900 mm x 900 mm.	10



78	NN parts for calender unit	Pallet with parts for calender unit, dimensions pallets: 1000 mm x 1000 mm x 500 mm.	100
79	Delfin	Delfin high performance industrial vacuum cleaner, model: MTL 3534-003, serial number: 16110870, year of construction: 2016, 345/415 V, 380/480 V, 50/60 Hz, 7.2/7.3 A, 3/3.45 kW, dimensions: 800 mm x 1200 mm x 1450 mm.	300
80	NN trays	4 pallets with trays, type: A7 A-snackbakje wit, each pallet 56 carton boxes, each box: 8 x 250 pieces, colour: white, dimensions trays: 120 mm x 95 mm, dimensions pallet: 1200 mm x 800 mm x 1900 mm.	300
81	Oesmis Makina	Oesmis Makina rim roller, widht heating elements: 1500 mm, plastic outfeed belt, belt width: 125 mm, total dimensions: 3250 mm x 1300 mm x 1900 mm.	15000
82	NN carton boxes	Pallet with approximately 25 carton boxes, dimensions boxes: 550 mm x 450 mm x 230 mm.	25
83	NN plates	Pallet with approximately 25 plastic layers and 2 rolls of film, film width: 1200 mm, dimensions layers: 1150 mm x 950 mm.	10
84	Kuzey	Wooden crate with mould for Kuzey thermoforming machine, for trays of 250 cc, dimensions wooden crate: 2100 mm x 1500 mm x 1650 mm.	4000
85	Kuzey	Wooden crate with mould for Kuzey thermoforming machine, dimensions wooden crate: 2100 mm x 1500 mm x 1650 mm.	4000
86	NN carton boxes	Carton pallet box with various carton boxes, dimensions carton boxes: 600 mm x 400 mm x 375 mm, dimensions carton pallet box: 1200 mm x 900 mm x 1400 mm. Including box with "Klepdop Neutraal goud", 1250 pieces.	50
87	NN hood	Hood, dimensions: 1750 mm x 800 mm x 1150 mm.	100
88	NN trays	20 pallets with trays, type: A13 A-snackbakje zwart, each pallet 64 carton boxes, each box: 4 x 250 pieces, colour: black, dimensions tray: 160 mm x 108 mm, dimensions pallet: 1200 mm x 800 mm x 1980 mm.	1500
89	Kuzey	Wooden crate with mould for Kuzey thermoforming machine, dimensions wooden crate: 1200 mm x 1100 mm x 1200 mm.	2000
90	Maguire Products Inc.	Maguire Products Inc. Weigh scale gravimetric blender, model: WSB-44 L, serial number: B134963-39, year of construction: 2018, 240 V, 1 Ph, 50 Hz, 2.5 A, dimensions blender: 1500 mm x 900 mm x 2300 mm. Including crate Shini Technologies Inc. separate vacuum hopper loader and various parts in wooden crate, dimensions crate: 1250 mm x 1000 mm x 1250 mm. All new in box.	12500
91	NN filter	Filter, diameter: 500 mm, height: 950 mm, frame with 3 outlets, dimensions: 350 mm x 300 mm x 1500 mm.	50
92	NN infeed hopper	Infeed hopper with agitator used for granulat, diameter hopper: 700 mm, height hopper: 500 mm, total dimensions: 800 mm x 700 mm x 1000 mm.	200



93	Nortek HAVC	Nortek HVAC gas heated air heater, type: UDSA 055-4, serial number: 151500328, 230 V, 1 Ph, 50 Hz, burner pressure: 12 mbar, dimensions: 1000 mm x 1100 mm x 900 mm.	75
94	Mil's	Pallet with Mil's vacuum pump, type: EVISA E100-2 MV, serial number: 11749, year of construction: 2010, 1500 / 1800 tr/min, 2.2/2.64 kW, vacuum autoloader, motors, dimensions pallets: 1100 mm x 1100 mm x 1200 mm.	100
95	NN motors and parts	Pallet with 2 motors and parts, dimensions: 1200 mm x 800 mm x 400 mm.	50
96	NN platform	Steel platform, dimensions: 1800 mm x 900 mm x 350 mm.	100
97	TSP Makina	TSP Makina plastic drying machine, style number: SDG-100, machine number: 4133, year of construction: 2015, 380 V, heat power: 6 kW, dimensions: 1000 mm x 800 mm x 1300 mm.	150
98	NN transport belt	Transport belt, steel frame, plastic belt, belt width: 375 mm, total dimensions: 2000 mm x 600 mm x 950 mm.	200
99	NN frame for trolley	Steel frame for trolley for film, maximum film width: 1000 mm, total dimensions: 1600 mm x 1200 mm x 1500 mm.	75
100	NN hopper	S/s infeed hopper with depositor, dimensions: 500 mm x 500 mm x 550 mm.	125
101	Stöcklin	Stöcklin pallet lifter, capacity: 2000 kg, fork length: 1150 mm, total dimensions: 1500 mm x 550 mm x 1200 mm.	100
102	Nedcon	Nedcon pallet rack consisting of 7 uprights, dimensions: 5000 mm x 1100 mm, 24 beams, length: 2780 mm, total dimensions: 16800 mm x 1100 mm x 5000 mm.	600
103	NN cups / plates	33 pallets with large amount of cups and plates, white cups, round rim white, 0.2 liter / 200 cc, 1 compartment plates, diameter plates: 220 mm.	1250
104	NN labels	Pallet with 12 cartons KLNC labels, dimensions labels: 100 mm x 80 mm.	75
105	NN carton boxes	2 pallets with approximately 72 white carton boxes, dimensions boxes: 383 mm x 290 mm x 250 mm.	25
106	NN carton boxes	Pallet with approximately 1200 white carton boxes, dimensions boxes: 372 mm x 268 mm x 198 mm, dimensions pallet: 1000 mm x 1300 mm x 1900 mm.	100
107	NN carton boxes	3 pallets with approximately 1400 white carton boxes, dimensions boxes: 372 mm x 268 mm x 198 mm.	125
108	NN carton boxes	Pallet with approximately 600 white carton boxes, dimensions boxes: 554 mm x 224 mm x 444 mm, dimensions pallet: 1400 mm x 900 mm x 1500 mm.	75
109	NN carton boxes	3 pallets with white carton boxes, dimensions boxes: 387 mm x 295 mm x 255 mm and 332 mm x 290 mm x 230 mm.	150
110	NN carton boxes	3 pallets with white cartons, dimensions cartons: 383 mm x 290 mm x 250 mm and 332 mm x 290 mm x 230 mm.	75



111	NN trays	Pallet with 17 cartons with trays, type: A50/30 PP bakje wit, each carton: 4 x 250 mm, dimensions trays: 200 mm x 140 mm and pallet with various trays, type: A16N wit / A13 zwart.	75
112	NN big bags	Pallet with big bags, dimensions pallet: 1100 mm x 1100 mm x 1100 mm.	100
113	NN trays	10 pallets with large amount of various trays, type: A14 wit 188 mm x 120 mm, A50 black 200 mm x 140 mm, A16 black 200 mm x 65 mm, A14 black 188 mm x 120 mm, A16N wit, A7+1 wit 170 mm x 95 mm, A9 zwart, A50 wit and A7+1 zwart.	500
114	Kruizinga	6 Kruizinga trolley containers, dimensions: 800 mm x 760 mm x 1550 mm.	60
115	Viba Quality Management Systems	Pallet with 3 bags Viba Quality Management Systems vibatan PE, product code: 00357 cleaning agent, each bag: 24 kg, dimensions pallet: 1000 mm x 1000 mm x 500 mm.	50
116	GCR Group	Pallet with 40 bags Granic® 1081 granulat, each bag 25 kg, dimensions pallet: 1100 mm x 900 mm x 1000 mm.	50
117	Viba Quality Management Systems	Pallet with 6 bags Viba Quality Management Systems vibatan PE, product code: 00357 cleaning agent, each bag: 17 kg, dimensions pallet: 1000 mm x 1000 mm x 500 mm.	50
118	NN antioxidant	Pallet with 8 bags antioxidant, product: MASTER AOX 60006, each bag 25 kg, dimensions pallet: 1000 mm x 1000 mm x 500 mm.	50
119	Viba Quality Management Systems	Pallet with 3 bags Viba Quality Management Systems vibatan PE, product code: 00357 cleaning agent, each bag: 17 kg, dimensions pallet: 1000 mm x 1000 mm x 500 mm.	50
120	NN trays	6 pallets with white trays, dimensions trays: 144 mm x 93 mm and 205 mm x 75 mm.	300
121	Nedcon	Nedcon pallet rack consisting of 8 uprights, dimensions: 1100 mm x 5100 mm, 28 beams, length: 2780 mm, total dimensions: 20000 mm x 1100 mm x 5000 mm.	600
122	NN carton boxes	3 pallets with approximately 1800 carton boxes, dimensions boxes: 383 mm x 287 mm x 243 mm.	150
123	NN carton boxes	2 pallets with approximately 2400 carton boxes, dimensions boxes: 339 mm x 273 mm x 189 mm.	200
124	NN carton boxes	Pallet with 19 carton boxes, dimensions boxes: 415 mm x 268 mm x 285 mm.	10
125	NN carton boxes	Pallet with approximately 950 carton boxes, dimensions boxes: 415 mm x 268 mm x 240 mm.	100
126	NN carton boxes	3 pallets with carton boxes, dimensions boxes: 380 mm x 287 mm x 290 mm, 627 pieces, 415 mm x 265 mm x 290 mm, 600 pieces, 412 mm x 327 mm x 246 mm, 644 pieces.	300



127	NN carton boxes	3 pallets with carton boxes, dimensions boxes: 380 mm x 287 mm x 290 mm, 25 pieces, 415 mm x 265 mm x 290 mm, 150 pieces, 415 mm x 265 mm x 230 mm, 40 pieces.	100
128	NN carton boxes	Pallet with approximately 600 carton boxes, dimensions boxes: 415 mm x 265 mm x 290 mm.	100
129	NN carton boxes	Pallet with approximately 1200 carton boxes, dimensions boxes: 372 mm x 268 mm x 198 mm.	100
130	NN carton boxes	2 pallets with approximately 750 carton boxes, dimensions boxes: 372 mm x 268 mm x 198 mm.	150
131	NN carton boxes	2 pallets with approximately 2400 carton boxes, dimensions boxes: 372 mm x 268 mm 198 mm.	200
132	NN carton boxes	2 pallets with carton boxes, dimensions: 415 mm x 332 mm x 255 mm, 10 pieces and dimensions boxes: 380 mm x 273 mm x 213 mm.	25
133	NN carton boxes	2 pallets with approximately 750 carton boxes, dimensions boxes: 326 mm x 280 mm x 220 mm.	100
134	NN carton boxes	2 pallets with various carton boxes, dimensions: 383 mm x 293 mm x 300 mm.	100
135	NN film	2 rolls of film, white film, film width: 710 mm, transparant film, film width: 655 mm.	200
136	NN carton boxes	2 pallets with approximately 1200 carton boxes, dimensions: 380 mm x 287 mm x 242 mm, approximately 40 carton boxes, dimensions: 383 mm x 293 mm x 300 mm.	125
137	NN carton boxes	7 pallets with various carton boxes.	250
138	NN big bags	4 big bags with rest paper.	50
139	NN big bag	1 big bag with rest paper.	10
140	NN workplace inventory	Workplace inventory consisting of 2 racks with tools, amongst other screw drivers, grinding discs, hoses, belts, dimensions racks: 1200 mm x 500 mm x 1980 mm.	400
141	NN work bench	Work bench with bench vice, dimensions work bench: 3200 mm x 800 mm x 1250 mm, 2 drawer cabinets, dimensions: (2x) 1400 mm x 400 mm x 900 mm. Including content.	500
142	HBM	HBM automatic air hose, serial number: HBM8 1152, year of construction: 2016, length: 8000 mm, diameter hose: 17 mm, inside diameter: 10 mm, total dimensions: 400 mm x 200 mm x 400 mm.	100
143	HBM	HBM electric hoist, serial number: 0097, year of construction: 2017, capacity: 400/800 kg, 230 V, 50 Hz, dimensions: 200 mm x 400 mm x 300 mm.	150
144	NN rack with parts and tools	Rack with tools and parts, dimensions: 1200 mm x 500 mm x 1950 mm.	200
145	PAT	PAT automatic torque wrench, length: 1300 mm.	100



146	NN office equipment	Office equipment consisting of office table, dimensions: 1600 mm x 750 mm x 760 mm, 2 chairs, cabinet, dimensions: 1200 mm x 350 mm x 900 mm, rack, dimensions: 1200 mm x 510 mm x 1980 mm, Quigg laminator, type: KL300/1/2006-NL.	100
147	NN storage racks	2 storage racks with various equipment, amongst others machine parts, visitor coats, cups, dimensions racks: 1200 mm x 450 mm x 2200 mm.	100
148	NN office equipment	Office equipment consisting of double office table with 2 chairs and cabinets, dimensions: 2600 mm x 3000 mm x 770 mm, office table with chair, dimensions: 1600 mm x 750 mm x 750 mm, cabinet, dimensions: 1800 mm x 400 mm x 1000 mm.	400
149	Godex	Godex thermal label printer, model number: EZ1105P, serial number: CK154V100D00419, 24 V, 2.5 A, dimensions: 300 mm x 250 mm x 200 mm, Grafilabel label roll holder, Ricoh printer.	150
150	NN office table	Office table with chair, dimensions table: 595 mm x 595 mm x 465 mm.	75
151	NN conference table	Conference table with 4 chairs, dimensions table: 1750 mm x 800 mm x 750 mm.	150
152	NN office equipment	Office equipment consisting of conference table with 6 chairs, dimensions table: 2200 mm x 1000 mm x 750 mm, 5 wall cabinets, dimensions: 1000 mm x 400 mm x 1530 mm, cabinet, dimensions: 1200 mm x 350 mm x 900 mm.	400



## **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  
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**Upcoming auctions:**

- 23-04 Online auction machinery for the food industry due to relocation Eberhardt Catering GmbH in Wuppertal (DE)**
- 07-05 Online auction machinery for the food industry in Sevenum (NL)**
- 01-06 Online auction machinery and inventory on behalf of CSK Food Enrichment in Ede (NL)**