# Specific terms for on-line sales
# Bankruptcy : FITEMOTION'S SPRL

## General Information

**The auction opens:**

Tuesday January 14 2020 at 10:00 AM.

**The auction closes:**

Tuesday January 21 2020 at 9:48 PM.

**Pre-visiting day & address**

By appointment,
Monday January 20 2020
à 5300 ANDENNE
Belgique.

**Shipment**

By appointment,
Friday January 31 2020
From 9:00 AM.
à 5300 ANDENNE
Belgique.

**Price**

Selling costs included.

### PAYMENT

Upon receipt of the e-mail confirmation from the principal indicating that the item(s) has been assigned, the buyer must pay the purchase price in full **within 48 hours**. Either via our on-line payment services or by bank transfer to one of the following bank account numbers. The buyer must remember to indicate the reference provided in the confirmation e-mail.

| Banks | IBAN Account N° | BIC code |
|---|---|---|
| Belfius | BE86 0689 0153 0050 | GKCCBEBB |

### COLLECTION

**By appointment only and after payment is received in full.**

After a successful bid, the buyer may dispose of the items once Clicpublic SRL has received payment in full and after the buyer has received an invitation to collect the items. Items have to be collected within 48h after receipt invitation to collect. Items will only be handed over upon presentation of the collection notice / purchase contract.

The buyer can give power of attorney to a third party of his choice to collect the item. A third party can only collect items upon presentation of a copy of the buyer?s identity card, a proxy certificate written, signed and dated by the buyer, and upon presentation of the collection notice or the purchase contract.

Note that costs for dismantling, packing, loading and transporting goods shall be borne by buyers, and under their sole responsibility.

### SALES CONDITIONS

The general and specific terms of sale apply to all goods sold in this on-line auction, as stipulated on the website, www.clicpublic.be. The specific terms of sale prevail over the general terms and conditions.

### TERMINATION

If the buyer fails to meet obligations, Clicpublic SRL may terminate the purchase contract on behalf of the seller, and without prior formal notice. An example of such failures to meet obligations includes, but is not limited to: late or incomplete payment of the purchase price; late collection of item(s) at the date set by Clicpublic SRL; failure to provide the information required for shipping.
In this case Clicpublic SRL is authorised to assign good(s) to a third party, without compensation for the defaulting buyer.

The defaulting buyer shall, in the event of termination, pay compensation of 25% of the purchase price as well as the costs incurred to cover all administration, storage, insurance and transport costs. This compensation does not negate the right of Clicpublic SRL to claim full compensation.

### IMPORTANT REMINDERS

Clicpublic SRL makes every effort to provide the most accurate description possible for each item. All equipment and goods are sold in the condition in which they are found. All equipment and goods are sold without warranty ( except for vehicules sold to private persons for whom one year warranty is granted), even in the case of non-compliance with the description of the state, nature, weight, quality or the name indicated in the catalogue or on the website.

**It should be emphasised that it is possible to make a visit prior to this on-line auction.**

Auction organisations or their assistants assume no guarantee or liability with regards to any reference relating to mileage or hours of service of vehicles, the year of construction, the first registration date or other specific technical or commercial characteristics, which are given for information purposes only.

Any incorrect reference in the catalogue or on the website shall not constitute a reason to cancel or terminate the auction.
Each bid placed by the buyer is irrevocable and unconditional. Through his bid, the bidder accepts the terms and conditions of sale as well as the specific terms of sale.

Each bidder / buyer acknowledges that he is informed and that he shall have no recourse.
The application of Articles 1649 and 1684 of the Code Civil shall be accepted by the buyer.

## ORGANISATION

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