

Firm Bid

For the Auction/Trading: _____

With this bid I make a legally binding offer for the following item(s). By submitting this written bid and signing below, I expressly confirm that I have received the General Terms and Conditions of Business stated below, that I have taken note of them and that I fully accept their validity for the upcoming auction.

Item-No. (e.g.: X11123-25)	Object (e.g.: Fräsm. Deckel FP 4)	Limit netto € (Bid plus commission and VAT)

This auction and thus this written bid are subject to the General Terms and Conditions of Business applicable to online sales, hereinafter referred to as GTC, of NetBid Industrie-Auktionen AG and Angermann Machinery & Equipment GmbH & Co. KG form the basis of this written bid. They are attached to this bid in their entirety and are also valid for this legal transaction. The GTC can also be viewed at any time at www.netbid.com.

I am aware that upon acceptance of the bid by the Auctioneer, a purchase contract including the aforementioned GTC for the above-mentioned item(s) selected by me and inspected in detail is concluded. selected, inspected in detail and listed item(s) with the consignor. If the auctioneer considers the bid to be too low, he is entitled to disregard the bid. Upon acceptance of the bid, the bid price shall be payable to the Auctioneer as the purchase price plus commission in accordance with Section 4.1 of the GTC plus statutory value added tax shall be due immediately to the Auctioneer. I undertake to pay the full invoice amount immediately upon receipt of the invoice, i.e. the bid price plus commission in accordance with section 4.1 of the GTC plus statutory VAT without any deductions.

Company and or Name: _____

Street, No.: _____

ZIP Code, City: _____

Phone and Mail: _____

Position in Company: _____

VAT-No.: _____

Date: _____ Signature: _____

**NetBid Industrie-Auktionen AG
and
Angermann Machinery & Equipment GmbH & Co. KG**

General Terms & Conditions

1. General

- 1.1. Angermann Machinery & Equipment GmbH & Co. KG (hereinafter “AME”) and NetBid Industrie-Auktionen AG hold auctions for used machinery, used equipment and other used materials and goods offered by third parties.
- 1.2. For this purpose, NetBid Industrie-Auktionen AG operates an online platform on the website www.netbid.com. Items offered for purchase and sale via this platform are offered either via the transaction types "online auction" or "trading". Transactions via the online platform are organised either by NetBid Industrie-Auktionen AG itself or one of its subsidiaries (hereinafter individually and as a whole referred to as “NetBid”).
- 1.3. These General Terms & Conditions (hereinafter “GTC”) contain the general provisions for the auctions held by AME and NetBid as well as any other transactions arranged via the online platform. They govern the legal circumstances between AME/NetBid (hereinafter each referred to as “Auctioneer”), the consignors (hereinafter “Consignor” or “Seller”) of the items for sale (hereinafter “Lots”) as well as the persons submitting bids or offers for the lots (hereinafter “Participant” or “Buyer”).
- 1.4. With regard to individual auctions/sales, additional special conditions (hereinafter “Special Conditions”) may apply. These contain additions to and/or deviations from these GTC. In case of doubt, the Special Conditions shall take precedence.

2. Participation in online transactions (online auction and trading)

- 2.1. To be able to participate in transactions via the online platform (online auction and trading) and thus submit bids (online auction) or offers (trading), the Participant must register an account on the online platform. Registration is free of charge; admission to the online platform is granted upon the allocation of a username and password. By registering, the Participant confirms that he/she has received and acknowledged the present GTC, and expressly accepts their validity.
- 2.2. There is no legal entitlement to registration. The information entered in the process of registration must be complete and correct. Registration is only permitted for juridical persons, business partnerships and natural persons of full legal capacity. Account registration is expressly forbidden for minors. The Auctioneer reserves the right to revoke the registration in case of false statements or misuse. The Participant may also revoke their registration at any time.
- 2.3. The Participant shall confirm their identity when using the online platform by entering their username and password. The Participant shall take all appropriate measures to maintain the confidentiality of this information to prevent unauthorised individuals from using the online platform with the Participant’s login data and without the Participant’s consent.
- 2.4. By completing their registration, the Participant authorises the Auctioneer to collect, store and use their data and publish their username in the course of transactions on the online platform. All of the Participant’s data will be used exclusively to process legal transactions

via the online platform as well as being stored and used for the purpose of operating the online platform.

- 2.5. By submitting a bid or offer, the Participant confirms that they have received and acknowledged the Special Conditions relevant to the individual case found on the online platform and accepted their validity.
- 2.6. The Consignor can choose between the two selling methods “online auction” and “trading”. In every case, the Auctioneer shall bear responsibility for the acquisition of technical data, the creation of digital photographs on site, the evaluation of the lot(s), the estimation of the market price and the appropriate promotion in professional journals. If the Consignor offers the lots directly to Bidders on the online platform and without a general auction order with AME/NetBid (hereinafter “Independent Consignor”, a subset of “Consignor”), the above-mentioned services shall not apply.
- 2.7. By setting up and activating an online auction, the Independent Consignor grants the Auctioneer exclusive marketing rights for the set duration of the auction plus any applicable reservation period. This exclusivity does not apply with regard to trading. The Independent Consignor may switch between the two selling methods with the prior consent of the Auctioneer. Switching is not possible if there are still valid bids or offers that have been or may be made for the relevant lot(s) within the framework of the chosen selling method. If the Auctioneer has received a general auction order from the Independent Consignor, the Auctioneer shall have the exclusive right to choose a suitable selling method.

3. Deposit/bank confirmation

- 3.1. The Auctioneer reserves the right to only approve participants upon payment of a deposit or another form of guarantee. Following an auction/trading, the Auctioneer is entitled to retain the deposit/guarantee or pledge to the extent that the Auctioneer and/or Consignor are entitled to claims against the Participant arising from or in connection with an auction or trading, or to credit the deposit against the purchase price. If the Auctioneer and/or Trader are not entitled to claims against the Participant from or in connection with an auction or trading, the Auctioneer will refund the deposit or other security to the Participant.
- 3.2. If the minimum bid (starting price) is at least EUR 5,000.00, then the Participant must present a confirmation of a valid and active bank account to confirm of their creditworthiness before being able to participate in an online auction or trading.

4. Auction

- 4.1. An auction is held on behalf of and for the account of the Consignor. The Auctioneer is not a contractual party of a purchase contract concluded upon acceptance of a bid; rather, the Auctioneer merely mediates the purchase contract between the Consignor and the Participant. The Auctioneer is responsible for organising and holding the auction. For this purpose, the Participant whose bid has been accepted shall pay the Auctioneer a commission amounting to 18% of the net purchase price. In individual cases, the Special Conditions may provide for a commission that deviates from this. After acceptance of the bid, the Buyer has the right to obtain the name and address of the Consignor from the Auctioneer with receipt of the invoice.

- 4.2. The dates and deadlines (beginning and end of auction, acceptance, collection) in the course of online auctions can be found on the auction pages of the online platform. The Auctioneer reserves the right to extend or terminate an auction prematurely.
- 4.3. Bids can only be made without conditions and caveats. Bids are binding and irrevocable. Bids refer to the price before value-added tax and commission. The Auctioneer is authorised to reject bids without stating a reason.
- 4.4. The Auctioneer shall determine any minimum bids (starting prices). If multiple equal bids are submitted, the first bid received by the Auctioneer shall apply. The Auctioneer may reject the bids of one or several Participants if the Auctioneer deems them to be too low.

5. Lots

- 5.1. In an online auction, the Auctioneer auctions individual or block lots (several lots merged under one auction number). For block lots, the auction is divided into two stages:
 - a) First, the individual lots are placed for auction. Acceptance of the bid is granted under the condition (condition precedent as per Section 158 (1) of the German Civil Code (BGB)) that the lot is not awarded as part of a block lot. The block lots are put to auction once all individual lots have been awarded. If no bids are submitted or accepted for the block lots, the acceptance of the bids for the individual lots becomes final, provided that these bids meet the minimum price.
 - b) If bids are submitted for block lots, the following applies: Bids on block lots are accepted when the highest bid is at least 10% higher than the sum of the bids or minimum prices for the individual lots. The bids for the individual lots are then rejected unless the conditions are met. In individual cases, the Special Conditions may provide for a different percentage.
- 5.2. Until the end of the auction, the Auctioneer is entitled to combine individual lots into block lots, divide existing block lots and/or withdraw individual lots or block lots from the auction.

6. Bid acceptance and purchase contract

- 6.1. A purchase contract for a lot is concluded immediately upon acceptance of the bid.
- 6.2. In an online auction, the bid is accepted by the system. The Participant whose bid is accepted will be notified automatically by the Auctioneer via email. Generally, the Participant who makes the highest bid within the bidding period is the one whose bid is accepted. If a higher bid isn't submitted within 10 minutes before the end of the auction, the auction will end at the stated closing time. If a higher bid is submitted within 10 minutes before the end of the auction, the auction will be extended so that there are another 10 minutes between the submission of the last highest bid and the new closing time. The same procedure applies if this bid is exceeded in turn during the additional time. The auction ends with the submission of the highest bid that isn't exceeded within 10 minutes of the applicable closing time. The closing time is determined exclusively and bindingly according to the time on the online platform.
- 6.3. The Auctioneer is authorised to reject the bids of certain Participants generally or for good cause, to exclude Participants from an auction and to correct errors made by the Auctioneer in bids and/or acceptance of bids by notifying the Participant as appropriate.
- 6.4. The Auctioneer is also entitled at its own discretion to reject bids or accept bids conditionally (under reservation).

- 6.5. If a bid is accepted conditionally (under reservation), a purchase contract for the lot will not be concluded initially. Instead, the Participant whose bid is conditionally (under reservation) accepted will remain bound to their bid for seven calendar days ("Commitment Period"). The Special Conditions may provide for different Commitment Periods. Further bids may be submitted during the Commitment Period. The Auctioneer retains the right to reject the Participant's bid for the duration of the Commitment Period. If the Auctioneer does not declare the lifting of the reservation within the Commitment Period, then the bid is finally deemed rejected.
- 6.6. If there is any doubt or disagreement between the parties involved as to the validity of a Participant's bid, for example, because the Participant does not wish to have their bid accepted, the Auctioneer shall make the sole and final binding decision as to whether a purchase contract shall be concluded under the terms and conditions of the relevant highest bid. The Participants submit to the decision of the Auctioneer in this respect. If the Auctioneer decides that a purchase contract on the conditions of the relevant highest bid should not be concluded, the Auctioneer is entitled to return the relevant lot(s) to auction.

7. Duties of Seller and Buyer

- 7.1. If a purchase contract is concluded between the Consignor and the Participant, the Buyer is obligated to pay the purchase price and the commission plus statutory value-added tax as well as to acquire the lot(s). The Seller is obligated to surrender the lot(s).
- 7.2. The Auctioneer shall invoice the Participant for the purchase price and the accrued commission. The payments as per paragraph 1 must be made via bank transfer to the Auctioneer immediately after the invoice has been issued.
- 7.3. Buyers from non-EU states are required to pay the appropriate value-added tax as a deposit. The value-added tax is refunded upon presentation of a lawfully issued official export certificate. Sales to Participants from EU states can only be completed upon presentation of a certified VAT identification number.
- 7.4. All invoices are issued subject to special verification and, if necessary, amendment. Errors and omissions excepted.
- 7.5. The statutory provisions on default from Sections 286 et seq. of the German Civil Code (BGB) apply. In case of default or late collection of the purchased lot(s) by the Buyer, the Consignor may disassemble and store the auctioned lot(s) at the expense and risk of the Buyer after unsuccessful expiration of a reasonable grace period granted to the Buyer at the Buyer's option, or withdraw from the purchase contract and demand compensation for breach of contract. In the latter case, the Auctioneer may return the auctioned lot(s) to auction, whereby the Buyer is not permitted to participate in the new auction. The Buyer remains liable for any loss of profit from the perspective of statutory damages.
- 7.6. The Buyer's obligation to pay the commission exists independently of the payment of the purchase price, the legal assessment of the purchase price claim as well as the continued existence of the purchase contract.

8. Transfer of risk / transfer of ownership

- 8.1. Upon acceptance of the bid, the lots shall be deemed to have been handed over to the Buyer subject to retention of title in accordance with Section 8.2 of these GTC.

- 8.2. Ownership of the lot(s) is only transferred upon full payment of the purchase price, the commission and the statutory value-added tax, and after the Auctioneer has issued the Buyer with a written clearance certificate.

9. Acceptance of purchased lots

- 9.1. The acceptance of the purchased lots, including disassembly and transport, takes place at the expense and risk of the Buyer. The Buyer is liable for damage caused to the property of others during assembly or transport. In this respect, the Buyer releases the Auctioneer and the Seller from any claims of third parties upon first request.
- 9.2. The Buyer is only entitled and obligated to collect the lots on the dates specified by the Auctioneer. The Auctioneer may decide that a specific lot can only be collected after the removal of other lots. The Buyer whose lot(s) prevent(s) the collection of other lots is obligated to ensure the collection of the lot(s) without delay upon written request from the Auctioneer (email suffices). If this does not take place, the Auctioneer may delegate the collection and, if necessary, storage to third parties at the expense and risk of the Buyer.
- 9.3. If openings are produced on a building or parts of a building during disassembly, the Buyer shall be obliged to have them closed again by a specialist company at its own expense. The Auctioneer reserves the right to place deposits on lots if their disassembly could cause damage to real estate and/or other property of third parties. The announcement of the available lots and the deposit sums will be made during online auctions on the online platform.
- 9.4. During assembly and collection of their lot(s), the Buyer is obligated to follow the instructions of the Seller and/or the Auctioneer, or the persons engaged by the Auctioneer.
- 9.5. The Buyer shall ensure that the necessary permits for the disassembly and/or collection/transport are available in good time before the tasks are performed.

10. Trading

With the “trading” selling method, the Auctioneer merely obtains offers for the Consignor and mediates the conclusion of purchase contracts for lots between the Consignor and the Participants. The Buyer pays the Auctioneer a commission for this. The commission amounts to 18% of the net purchase price. In individual cases, the Special Conditions may provide for a commission that deviates from this. The obligation to pay the commission exists independently of the payment of the purchase price, the legal assessment of the purchase price claim as well as the continued existence of the purchase contract.

11. Offer acceptance and purchase contract

- 11.1. The Auctioneer publishes the Seller’s asking price or a minimum price for the lot(s) on the online platform. With the publication, the Seller itself does not make an offer in the legal sense. The publication is considered to be an invitation to the Participants to submit offers for the lot(s) that are legally binding on their part. The Seller may revoke its invitation at any time and is under no obligation to accept offers from Participants.
- 11.2. The offer is legally binding upon the conclusion of a purchase contract with the Seller. Any minimum prices specified by the Seller must be observed. The offer can be submitted under provision of a term of acceptance (date, time).

- 11.3. A purchase contract on the lot(s) is exclusively concluded directly between the Seller and the Participant whose offer the Seller accepts via the online platform within the term determined by the Participant. The Seller may choose at its own discretion which offer it wishes to accept. The Auctioneer has no influence over this and merely acts as an intermediary with regard to the declarations of the Seller and the Participants. The Seller's acceptance of an offer from a Participant eliminates the obligation of the other Participants who have submitted offers.
- 11.4. The Consignor is obligated to inform the Auctioneer in a binding manner, without being requested to do so, whether and on what terms a purchase contract has been concluded with the Buyer - mediated via the online platform - by immediately submitting a written purchase contract. If the Consignor does not meet this obligation, the Auctioneer shall be entitled to exclude the Consignor from further use of the online platform. In this case, the Auctioneer may also impose on the Consignor a contractual penalty in the amount of EUR 5,000.00 per lot sold. The Consignor must settle this amount without delay. The Auctioneer expressly reserves the right to claim additional damages.

12. Offsetting, representative liability

- 12.1. A Participant who submits bids or offers for lot(s) on behalf of a principal shall also be liable as a co-debtor in addition to the principal.
- 12.2. The Participant may only offset claims that are undisputed or have become res judicata.

13. Guarantee/liability of the Auctioneer

- 13.1. Since a purchase contract is concluded exclusively between Seller and the Buyer, the Auctioneer makes no guarantees for the condition of the lots.
- 13.2. Any statements on the online platform, in sales catalogues or in other forms, especially technical data, dimensions, years of manufacture or quantity specifications, are non-binding and do not constitute a quality agreement within the meaning of Section 434 BGB or guarantees within the meaning of Section 444 BGB. The statements are based solely on information from the Consignor. The Auctioneer is only liable for accurately imparting the information, and not for the objective accuracy of the information.
- 13.3. The contracting parties bear sole responsibility for compliance with statutory provisions in the conclusion and performance of the purchase contract. Express reference is made to these provisions in Clause 15 of these GTC. The contracting parties shall indemnify the Auctioneer upon first request against all claims asserted against the Auctioneer by the other contracting party or by third parties arising from or in connection with the conclusion or performance of contracts, unless the Auctioneer is liable according to the following provisions.
- 13.4. The Auctioneer is only liable for the intent and gross negligence of its legal representatives, senior employees and vicarious agents. Liability for indirect and consequential damages, in particular for lost profit, is excluded.
- 13.5. Notwithstanding para. 4, the Auctioneer shall be liable for ordinary negligence as well as for the ordinary negligence of its legal representatives, executive employees and vicarious agents in case of injury to life, body or health as well as in case of damages based on the breach of essential contractual obligations. Essential contractual obligations are those which protect the Participant's and/or Consignor's legal positions essential to the contract

and which the contract is intended to grant to the Participant or the Consignor in accordance with its content and purpose (cardinal duties). Essential contractual obligations also include those whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the Participant or Consignor regularly relies and may rely.

- 13.6. Liability for the breach of essential contractual obligations is limited to the damage that can typically occur in this kind of business and that the Auctioneer has anticipated as a possible consequence of a breach of contract upon conclusion of the relevant contract, or that it should have anticipated considering the circumstances that it was, or had to be, aware of.
- 13.7. The Auctioneer bears unlimited liability to consumers (Section 13 BGB) for intent and gross negligence as well as for the intent and gross negligence of its legal representatives, senior employees and vicarious agents in case of injury to life, body or health as well as in case of damages based on the breach of essential contractual obligations.
- 13.8. The Participant and the Buyer enter the premises on which the lots are located, for the purpose of viewing or collecting the lots, at their own risk.

14. Guarantee/liability of the Seller

- 14.1. All lots up for sale are used and some show significant signs of usage. Clause 13.2 of these GTC applies mutatis mutandis in favour of the Seller.
- 14.2. The Auctioneer and the Consignor expressly invite the Participants to take the opportunity to examine the lots professionally and comprehensively on site and verify the relevant information on their technical data, dimensions, years of construction or quantity specifications, and in particular thoroughly compare these with the information on the online platform, in sales catalogues or in other forms. The lots are sold in the condition in which they were, or could have been, viewed and examined by the Participant and the Buyer - including with the assistance of an expert - in terms of their technical data, dimensions, years of construction or quantity specifications.
- 14.3. The Seller is under no obligation to provide the lots free from material defects; a specific condition is not agreed upon and the Seller makes no guarantees regarding the condition of the lots. The Seller's guarantee shall be excluded unless the provisions of these General Terms and Conditions under Clauses 13.4 to 13.7 apply mutatis mutandis to the Seller.

Therefore, with regard to Clauses 13 and 14 of these GTC, it is expressly recommended not to submit bids on lots without viewing them on site as per Clause 14.2.

15. Amendments to these GTC for Participants who are not consumers according to Section 13 BGB

- 15.1. The Auctioneer may amend these GTC unilaterally to the extent necessary to eliminate (economic) equivalence disruptions that have arisen subsequently, or to adapt to changes in the legal or technical framework conditions as well as in the event of changes in case law or comparable reasons such as any loopholes in these GTC.
- 15.2. Amendments to these GTC are proposed to Participants who are not consumers, stating the amended provisions at the latest two months before the proposed date of their entry into force in text form via email to the last email address known to and registered with the Auctioneer. If the Participant has agreed on an electronic communication channel with the Auctioneer within the context of the business relationship (e.g. electronic mailbox), the amendments can be proposed by these means. The amendment becomes a component of

the contract unless the Participant who is not a consumer expressly objects to its incorporation into the contractual relationship in written or text form within six weeks of receiving the amendment notification.

16. Amendments to these GTC for Participants who are consumers according to Section 13 BGB

- 16.1. Amendments to these GTC are proposed to Participants who are consumers, stating the amended provisions at the latest two months before the proposed date of their entry into force in text form via email to the last email address known to and registered with the Auctioneer. If the Participant has agreed on an electronic communication channel with the Auctioneer within the context of the business relationship (e.g. electronic mailbox), the amendments can also be proposed by these means.
- 16.2. The amendments proposed by the Auctioneer will only become valid if the Participant accepts them, including by means of the assumed consent regulated below, if applicable. The failure of the Participant, who is a consumer, to respond shall only be deemed to be acceptance of the proposed amendments (assumed consent) if
- a) the Auctioneer proposes the amendments in order to restore the compliance of the contractual provisions with an altered legal situation because a provision of the GTC or the special conditions
 - no longer reflects the legal situation as a result of a change to the law, including directly applicable legislation of the European Union or
 - becomes invalid or inapplicable due to a final legal ruling, including from a court of first instance
 - b) or the Participant fails to refuse the Auctioneer's proposed amendments by the proposed date of their entry into force.

The Auctioneer will inform the Participant of the consequences of their failure to respond. Assumed consent does *not* apply

- in case of amendments to Clause 16 of these GTC and the relevant provisions in the Special Conditions or
- in case of amendments that affect the main obligations of the contract and the charges for main services or
- in case of amendments that are tantamount to the conclusion of a new contract, or
- in case of amendments that would significantly shift the previously agreed relationship between performance and consideration in the favour of the Auctioneer.

In such cases, the Auctioneer shall pursue other means of obtaining the Participant's consent to the amendments.

If the Auctioneer assumes consent, the Participant may terminate the contract affected by the amendment without notice and free of charge before the date of the amendment's entry into force. The Auctioneer shall emphasise this right of termination to the Participant in its amendment proposal.

17. Final provisions

- 17.1. The Auctioneer makes no guarantees regarding the continuous availability of its website www.netbid.com or for any imponderables in connection with the medium of the Internet. In

particular, the Auctioneer bears no liability for cases where bids cannot be processed or saved as a result of technical problems outside its sphere of influence.

- 17.2. If the Buyer is a merchant or a legal entity under public law or a special fund under public law, the agreed place of fulfilment and exclusive place of jurisdiction for the contracting parties specified in Clause 1.3 of these GTC for legal disputes arising from the contractual relationship underlying these GTC is the Free and Hanseatic City of Hamburg. The same applies to legal disputes that concern these GTC themselves.
- 17.3. The GTC of the Auctioneer shall apply exclusively to the full extent legally permissible. Other GTC, in particular of the Participant/Buyer do not apply unless the Auctioneer has expressly agreed to these GTC in text form.
- 17.4. To the full extent legally permissible, these GTC shall also apply to future transactions with the Participant unless they are replaced with amended terms and conditions by the Auctioneer and the amendments are communicated to the Participant.
- 17.5. These GTC, as well as legal relationships between the Auctioneer, the Consignor and the Participants, are subject exclusively to German law, to the exclusion of UN sales law.