

Bidding conditions

Before you can make an offer for assets in a bankruptcy estate, you need to consent to the following conditions.

When making an offer, you act in the conduct of a profession or business. Offers made by private individuals will not be taken into consideration.

The bankruptcy trustee does not give guarantees with regard to the assets on offer.

The bankruptcy trustee, both in his capacity as bankruptcy trustee and pro se, does not vouch for the correctness and/or completeness of the information provided by him.

The bankruptcy trustee is free to accept or deny any offer, or to set further conditions.

Offers are to be made excluding Value Added Tax (BTW).

If the bankruptcy trustee accepts your offer:

Acceptance of your offer is done under the condition precedent of approval by the supervisory judge.

The sale will only be effective as of the moment when both the bankruptcy trustee and the buyer have signed a written sale and purchase agreement.

In your view, you have sufficiently examined the assets. Any incompleteness or incorrectness of the information provided, or any other circumstance as a result of which you would not have entered into the sale and purchase agreement - or not under the same conditions - will not give rise to a claim to a decrease of the sale price, termination (*ontbinding*) of the agreement, annulment (*vernietiging*) of the agreement or to any other claim of you against the bankruptcy trustee or the debtor.

The transfer of title (*levering*) takes place in a manner agreed upon between the parties in the sale and purchase agreement.

You indemnify (*vrijwaart*) the debtor, the estate of the debtor and the (employees of the) bankruptcy trustee, both in his capacity as bankruptcy trustee and pro se, for all claims that, explicitly or implicitly, follow from (i) the transfer of the assets, or (ii) the use of the assets after the transfer. You will respect the rights third parties may have against the assets and indemnify the debtor's estate and the bankruptcy trustee for all damage that they might incur as a consequence of claims third parties may have against the assets.

The abovementioned conditions are not necessarily exhaustive. Further conditions are stated on the website at the place where the assets are offered and/or are included in the written sale and purchase agreement.

If there is any discrepancy between these conditions and the conditions stated on this website at the specific assets or in the sale and purchase agreement, the specific conditions on the website/in the sale and purchase agreement prevail.