

In order to bid on Klaravik.dk, you must agree to our terms and conditions of purchase. The terms and conditions describe the buyer's rights and obligations related to purchases on Klaravik. It is a condition of registration that you have read, understood and approved the agreement prior to bidding. Upon registration, you agree to the conditions of this agreement.

Klaravik Terms & Conditions

Klaravik ApS (CVR number 36920882), hereinafter referred to as Klaravik, is a privately-owned auction company which provides sales for mainly municipalities, companies, financing companies, bankruptcies and estates. Klaravik's mission is to sell objects on behalf of these sellers (hereinafter referred to as 'seller') to the highest bidder (hereinafter referred to as 'buyer') through online auctions. Klaravik mainly caters to corporate buyers.

AUCTION

All objects on klaravik.dk are sold at auction. Bids can be placed around the clock. Each auction closes at a scheduled time, but is extended by approximately three minutes if a bid is placed within three minutes prior to the scheduled time.

Klaravik disclaims any liability for damage, loss and consequential damage that may affect the buyer or seller due to technical failures, communication problems, etc. Furthermore, Klaravik assumes no responsibility for bids not being registered or for contact not being established.

When the auction closes, Klaravik will contact the highest bidder by email or telephone within 72 hours. An invoice sent is considered as established contact.

SELLER

It is always the seller who sells and is responsible for objects. Klaravik acts only as an intermediary and not as an owner or a seller of objects; the responsibility for the objects sold lies with the seller.

Klaravik will not take on the role as exporter or declarant when objects are sold to foreign buyers.

BUYER

You need to register as a bidder at klaravik.dk to buy objects at Klaravik. You can register as a Danish company, a Danish private individual or a foreign company. In order to place a bid, you must accept Klaravik's terms and conditions. It may take a few hours before your registration has been reviewed and approved.

To register a buyer account as a private individual, you must be at least 18 years old. Registering an account in a false name or in someone else's name may result in police prosecution.

Klaravik processes all your personal data in accordance with the General Data Protection Regulation (GDPR), which came into force on 25 May 2018. When you register as a buyer, you authorise Klaravik to use your or your company's data to enable Klaravik to perform its obligations to you. For more information on how personal data is processed, please refer to our Privacy Policy.

If Klaravik suspects that a buyer is abusing their buyer account, does not meet the terms and conditions of purchase or does not comply with agreements entered into, Klaravik has the right to block the buyer from placing bids on klaravik.dk.

Klaravik.dk reserves the right to reject a bidder and cancel a sale without further justification.

Klaravik may opt out of selling to individuals and decide to sell only to companies. This will always be disclosed for each auctioned object. Klaravik has the right to reject any winning bid if the buyer does not meet the requirements for purchasing the specific object. For example, when requirements are made for business to business (B2B) sales only and not business to consumer (B2C). As a general rule, vehicles are not sold to private individuals.

Furthermore, requirements may be made regarding exports out of Denmark or the Nordic countries. If the bid winner is a private individual or company that does not meet these requirements, Klaravik may cancel the sale.

BIDDING

All bids are binding. This applies even if your bid has not reached the reservation price at the end of the auction. If the reservation price has not been reached, your bid will be binding for two working days after the end of the auction. The buyer undertakes to be available to Klaravik's staff during this period. An auction fee will always be added to the winning bid (read more below under 'Fees').

In addition to manual bids, you have the option to place automatic bids. Your maximum automatic bid is not visible to other bidders. If two people submit the same bid, priority will be given to the bid that was placed first. When this happens, it is clearly visible in the bidding history.

Klaravik assumes no liability for bids not being registered.

OBJECTS SOLD AT AUCTION

Terms such as auctioned object, object, item, sales object or similar designations mean the item sold by the seller to the buyer at an auction held by Klaravik.

All objects on klaravik.dk are sold 'as is'. However, this does not apply to auctions where the transaction is a consumer purchase. The auction documentation consists of text, images and, in some cases, films. Always read through the auction documentation thoroughly. Please note that images can sometimes be misleading and differ from reality, such as in colour, shape and size.

Klaravik does not make any inspection of objects. Klaravik's auction broker conducts an interview with the seller about the seller's own assessment of the condition of the object. Any information provided by Klaravik about objects is the information provided by the seller.

If an object has only a very brief description of its condition, the buyer should keep in mind that there may be unknown or hidden defects.

REPAIR OBJECTS

No guarantee is given as to the condition of the objects, whether they are listed as 'repair objects' or not. If an object is listed as a repair object, it means that the buyer should specifically expect the object to be in particularly poor condition. However, not listing an object as a repair object is no guarantee that the object does not require substantial repairs.

A repair object is either (i) in such poor condition that it is unfit for use according to the general purpose of the object and is therefore mainly to be used for spare parts, or (ii) unfit for use according to the general purpose of the object unless repair or reconstruction is undertaken.

The buyer should be aware that objects may be listed as repair objects, even if the seller has not conducted any examination or inspection. For example, if the object has been stored in a leaky barn for 5 years prior to sale, the seller may list the object as a repair object because it is assumed that it lacks repair, even if this is not positively known and checked.

Repair objects may have missing parts or have more defects than those described in the auction documentation, and this should be taken into account when bidding.

Complaints cannot be made about repair objects, except in case of consumer purchases with a statutory right of complaint.

Passenger cars and vans with a maximum allowable weight up to 3,500 kg, sold at a purchase price of less than DKK 30,000 are also considered repair objects.

RESERVATION PRICE

Objects sold on Klaravik have a reservation price. The reservation price is determined by the seller and is the lowest price accepted by the seller. For each auction, you can see if the reservation price has been reached or not.

WARRANTY

No warranty is given on the purchased objects.

FEES

An auction fee will be added to the bid, the amount of which will vary depending on the object. The auction fee will be clearly specified for each object when you are logged in as a buyer at klaravik.dk. When buying an object, you need to pay both the price of the object (the purchase price) and the auction fee.

VAT

All objects are subject to VAT (unless otherwise specifically stated) and in all cases this is specified for the object concerned.

PAYMENT

Once you win an auction, you will receive an invoice from PayEx within 2 working days. The deadline for payment is 5 calendar days. Payment must be made through the account and registration number or the FIK code on the invoice. Your payment will be registered within 2-3 working days. It is not possible to accelerate this process by contacting Klaravik or PayEx or by making an instant payment to PayEx. If there are specific reasons to accelerate the process, please contact our customer service who can provide a direct account number for instant payment outside PayEx if accepted by Klaravik.

LATE PAYMENT/NON-PAYMENT

If the payment deadline of 5 calendar days is not met, Klaravik may choose to cancel the won auction. The bidder's account will be closed and an invoice for payment of a cancellation fee will be sent.

The cancellation fee is 15% of the purchase price, however minimum DKK 2,350 excl. VAT, or minimum DKK 2,937.50 incl. VAT.

The buyer agrees that amounts due will be collected by Klaravik or collection partner.

Cancellation fee or cancellation due to default by buyers (e.g. non-payment) does not exempt the buyer from paying the auction fee.

If Klaravik suffers a loss exceeding the cancellation fee and the buyer is liable for the loss under the general rules of Danish law, Klaravik is entitled to claim compensation for such a loss in accordance with the general rules of Danish law instead.

As a result, in case of late payment/non-payment, the buyer is liable for paying both the cancellation fee and the auction fee, as well as any compensation under the general rules of Danish law.

In case of late payment or non-payment, the object can be sold again at a new auction.

APPROVAL OF SALES OBJECTS

All objects on Klaravik are sold 'as is'. The objects may have defects, as they are usually used objects.

As a buyer, you have a duty of inspection. This means that, upon pickup, you must inspect and approve the condition of the object based on the auction documentation. Usually, physical showings of objects are not offered during the auction (in case of exceptions, this will be stated in the auction documentation).

The seller is not liable for any defects not discovered by the buyer at the time of pickup. If, as a buyer, you hire a freight forwarder or representative to pick up the object, it will be considered approved by you when the object leaves the pickup location. The seller is also not liable for any defects that occur after pickup.

Liability is disclaimed for any defects in objects or property sold through liquidators or by other forced sales.

PICKING UP YOUR OBJECT

The buyer has 21 calendar days to pick up the object after the auction has ended.

Before you can pick up the object, your invoice must be registered as paid with Klaravik. Once the payment is registered, you will receive a pickup receipt with the seller's contact details (the receipt will be sent by email). You can then contact the seller and schedule a pickup time that suits you both. If you have any questions, you can contact Klaravik by phone and email during office hours. Unless otherwise specified, the buyer is responsible for picking up, loading and dismantling (if relevant) the object.

In the event of failure to pick up the object, Klaravik may choose one or more of the following:

1. Move the object to one of Klaravik's locations. The object will be moved at the buyer's expense and risk, and the buyer must pay to receive the object at Klaravik's location.

2. Charge space rent of DKK 500 excl. VAT for every week or part of a week – for each object.

3. Scrap the object and claim compensation from the buyer for the disposal costs and other losses.

4. Resell the object. Klaravik has the right to put the object up for auction again. The buyer is not entitled to a refund or other reimbursement for objects with a winning bid of less than DKK 20,000 excl. VAT.

For objects with a winning bid of more than DKK 20,000 excl. VAT, the buyer may get a share of proceeds from the re-sale of the object. Proceeds will be agreed from time to time with Klaravik depending on costs in each case. However, the first DKK 20,000 excl. VAT should always be considered lost.

If the seller cannot offer the buyer the possibility of picking up the object within 21 days, the buyer is entitled to either demand performance or to withdraw from the agreement. The seller is not obliged to perform the purchase agreement if an insurmountable obstacle exists or if the performance would mean sacrifices that are unreasonable compared to the buyer's interest in the seller performing the purchase agreement. In case of a justified revocation, the buyer is entitled to a refund of the amount paid to Klaravik. The buyer is always required to take reasonable measures to prevent, avoid or minimise any loss or damage.

Neither Klaravik nor the seller has any responsibility for any deterioration in the condition of objects that are not picked up in a timely manner.

The buyer must expect that in some cases objects may be sold at particularly favourable prices because, for the seller, it would be particularly expensive to pay for disposal. Disposal costs may therefore in some cases exceed the purchase price and the buyer accepts this.

EU sales and exports

As a foreign buyer, you are obliged to export the object from Denmark. You are also obliged, at the request of Klaravik, to provide an export certificate clearly showing that the object has been exported. After making a purchase at Klaravik, you always receive an invoice including VAT unless otherwise specified. It is important that you pay the full amount. If your account is registered as a foreign

company and has a valid VAT number, you can claim a VAT refund from Klaravik. This requires you to prove that the object has physically left Denmark. Regardless of their home country, private individuals cannot claim VAT refund. In order to claim VAT credit and refund from Klaravik, you need to submit valid export documents to info@klaravik.dk no later than end of month + 30 days after we have registered your payment. VAT will be paid once a month in the following month.

When you buy objects at auctions and you meet the conditions for claiming VAT refund in connection with the export of the object, the VAT refund will be made to the same IBAN from which the purchase price was paid. You cannot ask to receive VAT refunds to an IBAN other than that used when paying the purchase price unless consent is given by Klaravik. Klaravik may refuse to consent to this without giving a reason, or may make such consent conditional on Klaravik receiving a statement from the bank to receive the payment specifying that the account holder is the same legal entity or person that paid the purchase price. If the deadline is exceeded, we cannot make VAT refunds.

For EU sales, we need the following:

- 1) Klaravik's signed buyer statement
- 2) CMR consignment letter stamped by both sender and receiver (if you use a freight forwarder)
- 4) Your company's IBAN and Swift number

For exports outside the EU, we need the following:

- 1) Customs document
- 2) Your company's IBAN and Swift number the object is collected.
- 3) Your company's IBAN and Swift number.

RIGHT OF WITHDRAWAL

As a bidder (corporate buyer) at Klaravik, you have no right of withdrawal when bidding or winning bids. All bids are binding.

A 14-day right of withdrawal applies to consumers according to the Danish Sale of Goods Act. The 14-day right of withdrawal applies from the time when the object comes into the possession of the consumer.

If, as a consumer, you want to exercise your right of withdrawal, you must return the object without undue delay and no later than 14 days from the time when the object came into your possession. Before you return the object, please contact Klaravik at info@klaravik.dk for further instructions regarding the return.

The costs of returning the object after cancellation of the purchase are payable by the buyer. Refund will be made within 14 days of contacting Klaravik to exercise your right of withdrawal, but not before the objects have been returned. A returned object must be in the same condition as when you received it. This means that it must not have been modified, repaired or have damage that was not there when you received it.

If you have used the object more than is necessary to determine its properties or function (max. 10 km for vehicles or 1 hour for machines), you are liable for the value loss of the object. For passenger cars, the loss of value is calculated at DKK 50 (including VAT) per kilometre driven in excess of 10 kilometres. For excavators, tractors, dumpers and loaders weighing less than 5,000 kg, the depreciation is calculated at DKK 600 (including VAT) per hour driven. For machines weighing more than 5,000 kg, the depreciation is calculated at DKK 1,200 (including VAT) per hour driven. For other machines and vehicles, depreciation is calculated based on the value of the machine, its age and the price of renting an equivalent machine.

Notice of withdrawal from a purchase should be sent to info@klaravik.dk after which we will advise on the further course.

TERMINATION OF CUSTOMER RELATIONSHIP

Klaravik reserves the right to deactivate a buyer account without further justification.

Klaravik must ensure that all auctions are conducted morally correct and that the bidder can be sure that the other bids placed are real. Therefore, we cannot continue the customer relationship if there is a pattern indicating that bids placed are not real.

COMPLAINTS

Any complaints must be notified in writing to info@klaravik.dk. Complaints must be made BEFORE the buyer has removed the object from the pickup location. As a buyer, you have a duty of inspection when picking up the object. Complaints after pickup will not be accepted.

Klaravik only sells the object on behalf of the seller and is therefore not a party to a complaint. Klaravik may receive complaints regarding liability for defects in objects. Klaravik may also communicate information between the buyer and the seller with a view to reaching an agreement. Klaravik is not a legal representative of either the seller or buyer.

The product is sold as is, except, however, for consumer purchases. Visual inspection, checks and testing have only been carried out if this is specified for the individual object. If checks and testing have been carried out, this includes general functional testing and visual inspection. No thorough testing or inspection is carried out; therefore the object cannot be guaranteed to meet all specific requirements and technical specifications relevant for the object.

If, for whatever reason, the seller is unable to deliver the object, the buyer disclaims the right to make a substitute purchase at the seller's expense. The buyer is only entitled to claim refund of the full auction bid. Any cancellation of the purchase or price reduction will be agreed directly between the seller and the buyer and is of no concern to Klaravik.

Klaravik or Klaravik's partners will not be liable to the buyer or to any third party for loss of data, profit, income, dividends or revenue, regardless of how the damage or loss has occurred.

If the buyer and seller agree to cancel the purchase of an object already picked up, the transport costs for returning the objects will be payable by the buyer.

Klaravik and the seller must always be notified before any repairs are carried out. Any cost proposals must always be approved by Klaravik and the seller in advance. The buyer is not entitled to reimbursement if the repair is carried out before approval has been obtained.

Since in some cases, the object is picked up long after it was last used, no guarantee is provided for battery capacity/functionality, blocked brakes, electrical failures and failures which are a direct result of the object not being used.

TECHNICAL AND MANUAL ERRORS

Klaravik takes no responsibility for misprints and typing errors on the website. It cannot be guaranteed that images accurately represent the objects being sold. Klaravik has the right to decline sales throughout the sale process and disregard bids. Klaravik also has the right to decide whether bidding should be repeated due to technical problems, typographical errors or other reasons. Klaravik accepts no liability for damage, consequential damages or costs incurred by the bidder or the bidder's client due to the above or if bids have not been registered, problems with Internet, computers etc.

SANCTIONED COUNTRIES, COMPANIES AND PERSONS

We reserve the right to refuse trade with countries, companies and private individuals covered by the current sanctions list issued by the Danish Ministry of Foreign Affairs.

GOVERNING LAW AND JURISDICTION

Any dispute or claim arising from these terms and conditions of purchase or the use of Klaravik online auctions, including disputes concerning the existence, breach, termination or invalidity thereof, may be brought by each party before the general Danish courts under the application of Danish law, with the exception of Danish rules of law which refer to rules other than Danish law. The venue shall be the Court of Holbæk unless otherwise provided for by Danish law by mandatory provision.