

# Terms & Conditions

Klaravik AB (556881-8693), hereinafter referred to as Klaravik, is a privately-owned auction company that represents and has sales assignments for primarily municipalities, companies, financing companies, bankruptcies and estates. Klaravik's mission is to procure objects from these sellers (hereinafter referred to as client) to the highest bidder (hereinafter referred to as buyer) through online auctions.

Klaravik mainly caters to buyers that are companies.

Please consider the Swedish version of our Terms & Conditions to keep up with the latest updates and note that it always prevails over this English translation.

## Auction

All objects on klaravik.se are sold on auction. Bids can be placed around the clock. All auctions end at the time specified, but are extended with approximately a three-minute interval if someone places a higher bid within three minutes from closing time.

Klaravik disclaims all liability for damage, loss, consequential damages that may affect the buyer or the client due to technical errors, communication problems etc. Klaravik is not responsible for bids not being registered or for contact not being established.

After the auction closes, Klaravik will contact the highest bidder via email or telephone within 72 hours. Sent invoice is considered as an established contact.

## Sellers

Sellers are the clients, who have commissioned Klaravik to sell objects. Klaravik's clients mainly consist of municipalities, companies, finance companies, bankruptcies and estates.

It is always the client that sells and that is responsible for the object of the auction. Klaravik only acts as an intermediary and not as an owner or a seller of objects, but the responsibility for procured objects rests with the client. Transfer of ownership of registered objects with The Swedish Transport Agency is only carried out administratively to be able to administer registrations of vehicles. Klaravik will not take on the role as exporter for sales to foreign buyers.

## Buyers

You register as a bidder at klaravik.se to buy objects. You can register as a Swedish company, a Swedish private person or a foreign company. To place bids, you must accept Klaravik's terms & conditions. It can take a few hours, or more, before your registration has been reviewed and approved.

In order to register a buyer account as a private person you must be 18 years of age.

Those who register an account under a false name or in the name of another run the risk of being reported to the police.

Klaravik handles all of your personal information in accordance with the General Data Protection Regulation (GDPR), which came into force on 25 May, 2018. When you register as a buyer, you authorize Klaravik to use your or your company's information in order for Klaravik to fulfil 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, if the conditions are not met or if the buyer does not follow the arranged agreements, Klaravik has the right to block the buyer from placing bids on klaravik.se.

## Bidding

All bids are binding, even if your bid does not reach the reservation price at auction end. If the reservation price has not been reached, your bid is binding for two working days after auction end. The buyer undertakes to be available for Klaravik's staff during this period. There is always an auction fee added to the winning bid.

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

Klaravik is not responsible for bids not being registered.

[See a video on how to place bids on Klaravik \(Swedish\)](#)

## Objects for sale

All objects on klaravik.se are sold in existing condition. The auction documentation consists of images, and in some cases videos. Look through the documentation thoroughly. Please observe that images sometimes may be misleading and differ from reality, for example in terms of colour, shape and size.

Klaravik does not carry out any inspection of objects. With help from the client, Klaravik's auction brokers make an interview-based assessment of the object's condition.

For objects with a scarce condition description, it is up to the buyer to consider that these objects

may have hidden or unknown errors.

Klaravik guarantees that the objects being sold are not burdened with any tax liabilities and that any other debts will not be charged to the buyer.

Change of ownership of registered vehicles normally occur during the first days after pickup. If a vehicle has a so-called leasing block, the change of ownership can in some cases take more than two weeks. It will not affect the ownership or the buyer's ability to use the vehicle.

If the buyer exercises the right of withdrawal when purchasing a registered vehicle, the change of ownership of the object will be made to Klaravik, or another party, in connection with the reception of the returned object from the buyer.

## **Repair objects and spare part objects**

If an object is described as a repair object in the auction documentation, it has not been completely checked or test drive by the client or Klaravik. The object may miss parts or have more errors other than those described in the auction documentation, which should be taken into consideration when bidding. Passenger cars and light trucks with an estimated value under SEK 30,000 are also considered as repair objects.

If an object is described as a spare part object in the auction documentation, the object is in such a bad condition that it cannot be used for its designated purpose, which should be taken into consideration when bidding.

You cannot put in a claim for repair objects and spare part objects.

## **Reservation price**

Reservation price is the lowest price that the client has accepted in advance. On each object's auction page, you can see if the reserve price has been reached or not.

## **Warranty**

No warranty is given on purchased objects.

## **Fees**

There is an auction fee on the specified bid, which varies depending on the object. The auction fee is clearly displayed on the object in question when you are logged in as a buyer on klaravik.se.

## VAT

All objects are subject to VAT unless otherwise stated. In all cases, this is clearly displayed on the current object.

## Payment

If you have placed the highest bid in a bidding, and the reservation price has been reached, an invoice will be sent to you via email from PayEx. The invoice has a 7 (seven) day payment deadline. The payment is made in full discharge of liabilities to Klaravik AB.

[See a video on how to pay for an object you won \(Swedish\)](#)

## Duty to inspect

All objects on klaravik.se are sold in existing condition. Deficiencies and errors are sometimes found on the objects being sold as they are usually used objects.

As a buyer you have the duty – and the right – to inspect the objects. This means that you, at pickup, must inspect and approve the condition of the object in relation to the auction documentation. Physical viewings of objects are normally not offered when an auction is in progress (in case of exceptions, this will be stated in the auction documentation). When picking up the object, the code on your pickup receipt must match the client's delivery receipt, which has to be signed. Please note that Klaravik is the sender on both receipts.

The client is not responsible for any errors that the buyer does not discover at the time of pickup. In the event that you as a buyer hire a shipping agent or a representative to pick up the object, it is considered as approved by you as the object leaves the client's pickup location. The client is also not responsible for any errors that arise after pickup.

Neither Klaravik nor the client is liable for defects in objects or property sold by bankruptcy managers or similar.

[See a video on the duty to inspect \(Swedish\)](#)

## Picking up your object

Before you can pick up your object, your invoice must be registered as paid with Klaravik. When the payment has been registered, you will get a pickup receipt with the client's contact details (the receipt is sent as an e-mail). You will contact the client and schedule a pickup time that works for both of you. In case of any questions, Klaravik will be available via telephone and e-mail during office hours. Buyers are responsible for pickup, loading and possible dismantling unless otherwise stated.

The buyer has 12 days to pick up the object after the auction has ended. If an object has not been picked up within 12 days after auction end, Klaravik is allowed to invoice a fee of SEK 500 excluding VAT per week started after that.

If the client cannot offer the buyer the possibility of picking up the object within 12 days, the buyer is entitled to either demand fulfilment or revoke the purchase. The client is not obligated to fulfil the purchase if an insurmountable obstacle exists or if the fulfilment would mean sacrifices that are unreasonable in regards to the buyer's interest of the client fulfilling the purchase. In case of a justified revocation, the buyer is entitled to a refund of the amount that has been paid to Klaravik. The buyer is always obliged to take reasonable actions to prevent or limit any loss or damage.

The client is not responsible for the deteriorated condition that an object that has not been picked up in time might be in.

For objects that have not been picked up by the buyer or its agent within 30 working days (or other time period that may be specifically stated in the auction documentation), Klaravik is entitled to cancel the purchase and sell the object again.

The client and Klaravik are entitled to compensation for costs arising from the cancellation and for other losses. If the sale price is not sufficient to cover the client's and/or Klaravik's claims and the cost of resale, the buyer must pay the difference. If the object cannot be sold or if the price does not cover the costs of resale, the client and Klaravik can scrap/recycle/discard the object. Before that happens, the buyer must be notified through their last known contact details.

[See a video on picking up a purchased object \(Swedish\)](#)

## EU sales & export

As a foreign buyer, you are obliged to export an item out of Sweden immediately after picking it up to the country where you as a buyer are registered/registered.

Buyers from countries with a CPI (Corruption Perceptions Index) lower than 60 need to go through a more thorough validation process than other buyers to get an approved buyer account on Klaravik.

After making a purchase at Klaravik, you always receive an invoice with VAT unless otherwise stated. It is important that you pay the full amount. If your account is registered as an international company and has a valid VAT number, you can request a VAT refund from Klaravik.

In order to request a VAT credit and refund, you must submit valid export documents to [info@klaravik.se](mailto:info@klaravik.se) no later than 10 days after the collection date. If the time limit is exceeded, we will not be able to refund the VAT.

## **We need the following for EU sales:**

- 1) A signed CMR document or a consignment note.
- 2) The invoice from the transport company.
- 3) Klaravik's export declaration, which you receive when the object is collected.
- 4) Your company's IBAN and Swift number.

## **We need the following for export outside EU:**

- 1) Customs declaration.
- 2) Klaravik's export declaration, which you receive when the object is collected.
- 3) Your company's IBAN and Swift number.

## **Return policy**

As a bidder (businessperson) at Klaravik, you have no right to withdraw when bidding or from winning bids. All bids are binding.

When purchasing objects at Klaravik as a consumer, the following applies:

The consumer always has 14 days of right of withdrawal according to the Act on Distance Contracts and Off-Premises Contracts (2005:59). The withdrawal period takes effect on the day the consumer has received the item.

If you want to exercise your right of withdrawal, you should, without undue delay and not exceeding 14 days, return the object. You must contact Klaravik beforehand on [info@klaravik.se](mailto:info@klaravik.se) for further instructions on return. You must yourself assume the cost of the return after the withdrawal of your purchase. The refund will be received within 14 days after you have contacted Klaravik to withdraw your purchase, but not before the object has been received in return. A returned object must be in the same condition as when you received it. This means that it cannot be modified, repaired or have damages that did not exist when you came into possession of it.

If you have handled the object to a greater extent than necessary to establish its qualities or function (a maximum of 10 km for vehicles or one hour for machines), you will be liable to pay compensation for the depreciation of the object. The depreciation of private cars is estimated to SEK 50 (including VAT) per 10 km driven above 10 km. The depreciation of excavators, tractors, dumpers and wheel loaders weighing under 5 000 kilos is estimated to SEK 800 (including VAT) per hour driven. The depreciation of machines weighing more than 5 000 kilos is estimated to SEK 1 200 (including VAT) per hour drive. The depreciation of other machines and vehicles is estimated based on the machine's value and age as well as the rental cost of an equivalent machine.

If the withdrawal refers to a registered vehicle, you as a buyer must give Klaravik the power of attorney to carry out a change of ownership of the object to a new owner as well as carry out a

sale of the object in whatever way Klaravik sees fit. You will receive the power of attorney form from Klaravik and it must be signed by the buyer.

Information of a withdrawn purchase is sent to [info@klaravik.se](mailto:info@klaravik.se). You can use the standard form on the Swedish Consumer Agency's website [konsumentverket.se](http://konsumentverket.se).

## Complaint

If you want to make a complaint, please contact Klaravik via phone number +46 54 15 13 04, send an email to [info@klaravik.se](mailto:info@klaravik.se) or fill out [the following form](#).

Klaravik only procures objects and is not a party in case of complaints. Klaravik can accept complaints regarding responsibility for errors in sales objects. Klaravik can also convey information between buyer and client with the purpose to reach an agreement. Klaravik is not the legal representative of the client.

Complaints must be made before you, as a buyer, have transported the object from the client's specified pickup location. As a buyer, you should photograph, film or in other ways document the object when collecting it to be able to confirm any remarks.

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

In the event of a complaint, the client or Klaravik does not compensate for direct or indirect losses.

## Technical and manual errors

Klaravik reserves itself against typos or errors of transcription on the website. It cannot be guaranteed that images accurately represent the objects being sold. Klaravik has the right to decline sales throughout the sales process and disregard bids. Klaravik also has the right to decide whether bidding should be carried out again due to technical problems, errors or other reasons. Klaravik accepts no liability for damage, consequential damages or costs that may be 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.

## The processing of personal data

For information on how personal data is processed, please refer to [Klaravik's integrity policy](#).

## **Choice of law and disputes**

These purchasing conditions should be interpreted and applied in accordance with Swedish law. Any disputes concerning the interpretation and the application of these purchasing conditions and the provision of Klaravik's auction service should be settled before the ordinary courts in Sweden in accordance with Swedish law. The Convention on Contracts for the International Sale of Goods (1987:822) should not be applied to Klaravik's services.