GENERAL CONDITION OF SALE

EUROPEAN FITNESS CLUB

PRESENT GENERAL CONDITIONS OF SALE SHALL APPLY AT ALL TIMES. BY PLACING A BID EACH PURCHASER OR BIDDER IS SUPPOSED TO HAVE AGREED WITH THE GENERAL CONDITIONS OF SALE.

ARTICLE 1: DEFINITIONS

General conditions of sale	The conditions of sale mentioned below.
Bidder	Each person that is making an offer.
Bid/offer	Each amount proposed during the auction for a lot, by a user or a bidder.
User	Each person registered on the website www.moyersoen.be
Website	The website www.moyersoen.be is controlled by Moyersoen NV.
Lot	One or a number of personal properties or other articles that are auctioned together. The lot can be indentified through the lot number and a brief description.
Purchase agreement	The agreement between the purchaser and the seller.
Purchase Sum	The amount proposed by the purchaser for one or more lot(s) as well as the auction fees and the VAT.
Purchaser/Buyer	The person to whom one or more lot(s) have been allocated.
Delivery	The actual appropriation of the lot by the purchaser or his eligible person.
Live public sale	A classic public auction.
Live webcast public sale	A live public auction, during which the user, who is registered on the website, can make an offer.
MOYERSOEN NV and/ or her subsidiary or sister company	B-2630 Aartselaar, Helststraat 47 Tel: +32 (0)3 827 21 31; Fax: +32 (0)3 827 60 90
Registration	Each person that has registered his personal information on the website in order to have access to the online auction sale.
Specific terms and conditions of sale	The conditions established at each sale, supplementary to the general conditions of sale. These conditions of sales are applied to the live (webcast) public sales, to the online auction sales, to the private sales and prevail over the general conditions of sale.
Allocation	The declaration of MOYERSOEN NV to the candidate-buyer and/or the highest bidder, that his offer has been accepted and that the purchase agreement is realized.
Auction	An organized public sale. This can be a live (webcast) public sale as well as an online auction sale.
Auction fees	The rate that is added up at the placed offer, excl. VAT.
Sale	The private sale.
Seller	The principal. This is the person in whose order a lot was auctioned. The seller can be the liquidator, the trustee, a leasing company a financial

institution or any person in whose order MOYERSOEN NV auctions the lots.

Guarantee MOYERSOEN NV can, when they consider it necessary, request to pay a guarantee of 50% for the fixed period of the fixed guarantee. If the event of the failure of the allocation to the buyer or bidder, the guarantee will be repaid without any allowance.

ARTICLE 2: FIELD OF APPLICATION

2.1 The general conditions of sale refer to a live public sale, a live webcast public sale, an online auction sale, a private sale, a take-over, a shop sale, and will be of application to the relation between the user/ buyer/bidder and MOYERSOEN NV.

2.2 The relationship between the user/buyer/bidder and MOYERSOEN NV will be controlled by the general conditions of sale and the specific conditions of sale. But in case of any discrepancy between both conditions, the specific conditions of sale will prevail.

2.3 In case of any discrepancy or vagueness between the Dutch version of the general/specific conditions of sale and a foreign version of the general/specific conditions, the Dutch version will prevail.

2.4 Each user registered on the website of MOYERSOEN NV and each possible candidatebuyer who wants to auction, will have to agree with the general conditions of sale after reading them.

ARTICLE 3: THE ORGANISATION OF THE AUCTION SALE

3.1 MOYERSOEN NV looks after the organization, the preparation and the follow-up of the live public sale, the live webcast public sale, the online auction as well as the private sale. The allocation is done by the bailiff and/or by MOYERSOEN NV.

3.2 MOYERSOEN NV can trace the identity of the bidders through extern databases and can control the authenticity of the personal information at the registration.

3.3 MOYERSOEN NV is not responsible when no offer can be made due to technical deficiencies, through which the auction or sale cannot take place. If this is the case, MOYERSOEN NV and/or the bailiff can decide to allocate the lots or to place the lots back in the auction again

3.4 At any time, when necessary, MOYERSOEN NV can, during the auction or sale, set a minimum offer, cancel the sale, combine or subdivide lots, restrain the offer or put the offer again in the auction.

3.5 For some auctions, MOYERSOEN NV can, if necessary, contact the buyer or bidder and request proof of his solvency. MOYERSOEN NV can demand payment of a warranty of 50% of the purchase price. If the bid isn't awarded to the buyer or bidder, the warranty will be credited without cost.

3.6 MOYERSOEN NV and/or the bailiff are entitled to reject an offer of a possible bidder, without giving any reason. In case of a dispute about an offer, the bailiff has the final decision.

3.7 All auctions are supervised by the bailiff, who supervises the auction, the made offers and allocations.

ARTICLE 4: THE CONDITIONS OF SALE FOR THE LIVE (WEBCAST) PUBLIC SALES

4.1 All goods are sold in the conditions in which they are excl. 17% of auction fees and VAT.

4.2 The buyers shall be deemed to have inspected the lots, which are being sold without guarantee even if the nature, condition, quantity or denomination is not in accordance with the description in the catalogue. Possible wrong descriptions or mentions in the catalogue cannot lead to the cancellation or rescission of the sale. All descriptions and/or mentions are communicate purely indicative, and cannot lead to the responsibility of MOYERSOEN NV or to the responsibility of the seller. Examples of such wrong descriptions can be: numbers of kilometers, the hours of the vehicles and machineries, the date of construction, the accession date and other technical or commercial specifications.

4.3 The sale is done by auction according to the numbering in the catalogue. The bailiff or the auctioneer may if necessary combine or subdivide lots.

4.4 By adjudication, the buyers have to pay an advance of 50%, while the balance has to be paid at latest on the date fixed by MOYERSOEN NV. After the allocation the goods are for account and risk of the purchaser and will be collected by his own care at last on the date fixed by MOYERSOEN NV.

4.5 The purchasers cannot dispose of the goods before having paid these in full. The releases of goods happen on the date fixed by MOYERSOEN NV. The buyer has to remove his goods professionally and will be held liable for possibly caused damage by the removal or moving of it.

4.6 Anyone remains attached to his purchase, even if someone else is mentioned as purchaser. Goods not collected on the date fixed by MOYERSOEN NV, without the explicit approval of MOYERSOEN NV, will be resold or remove at the expense of the purchaser.

4.7 The bailiff and auctioneer have the right to refuse a bid from a possible bidder without mentioning any reason. The auctioneer has the right to correct himself in case of an error, without any possibility to appeal to this. The bailiff has the final decision in the event of a difference of a bid.

4.8 In the event of forfeit, the lot concerned will be re-auctioned at the expense of the forfeiter without any possible claim for him for the possibly higher price.

4.9 After having paid completely, the purchaser receives an invoice and a delivery note.

4.10 Everyone is at their own risk present during the viewing days, the auction and the delivery of the goods.

4.11 EU buyers without VAT-number and buyers from outside the EU are obliged to pay VAT. Provided the buyers from outside the EU will present within 10 days the documents proving export to the brokers' office MOYERSOEN NV the VAT will be refunded.

4.12 The payment of foreign purchasers can only be done by means of SWIFT transfer with all banking costs at the expense of the purchaser on the account number of MOYERSOEN NV, by cash, specified in the catalogue. MOYERSOEN NV preserves himself the right to declare cash amounts above 3.000 EUR to the financial inspection.

4.13 In case of a possibly dispute; only the court of Antwerp is qualified, even if there are several defendants. All disputes will be settled corresponding Belgian law.

ARTICLE 5: THE CONDITIONS OF THE ONLINE AUCTIONS SALES

5.1 GENERAL

5.1.1 During an online auction, all goods and/or lot(s) are sold in the condition in which they are excl. 17% of auction fees and VAT.

5.1.2 The buyers or bidders shall be deemed to have inspected all lots, which are being sold without guarantee even if the nature, condition, quantity or denomination is not in accordance with the description on the website. Possible wrong mentions or indications cannot give cause to a termination or cancellation of the sale. All descriptions and mentions are communicated to the purchaser in its pure indicative form and cannot lead to the liability of the seller. Examples of such wrong mentions can be (without limitation): the numbers of kilometers, the hours of the vehicles and machineries, the date of construction, the accession date and other technical or commercial specifications.

5.2 TENDERS AND ALLOCATION

5.2.1 The online auctions sale is done by auction on the website.

5.2.2 Every bid is unconditional and irrevocable. By making his bid the bidder accepts the general conditions of sale and commit himself to buy the lot(s) at the offered price incl. the auction fees and VAT.

5.2.3 Bids can be placed in the form of a static bid or a proxy bid. A static bid presumes an offer in the form of a fixed amount a lot. A proxy bid otherwise presumes that the user is prepared to pay a maximal amount. This system sees to it that, after an outbid by a third party, in the name of the user, the minimally possible higher bid is introduced, as long as the maximum indicated by the user has not been reached. The user can only cancel his proxy bid by placing a static bid that is the highest at that moment.

5.2.4 MOYERSOEN NV is entitled to reject the bid of a possible bidder without giving any reason. In the event of a difference of a bid, the bailiff has the final decision.

5.2.5 The allocation is given to the user who has made the highest bid, by which the purchase agreement is realized. MOYERSOEN NV is entitled, when necessary, to reject the highest bid and to consider the second highest bid or another bid as the highest. The second highest bidder and/or any other bidder stays therefore committed to his offer.

5.2.6 MOYERSOEN NV reserves the right to both during the auction and after de closure of the auction lots still to hold. Moyersoen NV will however be hold to notify the bidders of the decision taken.

5.2.7 Regardless of the allocation of the bid, MOYERSOEN NV can request the buyers or bidders to prove their solvency. MOYERSOEN NV can, if necessary, request the buyer or bidder to pay a guarantee of 50% of the purchase price. In the event that the offer has not been allocated to the buyer or bidder, the guarantee will be reimbursed without any fee.

5.2.8 In the event of forfeit, the lot concerned will be re-auctioned at the expense of the forfeiter without any possible claim for him for the possible higher price.

5.2.9 Should a bid be placed 10 minutes before the closing of the auction, the auction sale will be extended with 5 minutes. This will continue until no more bids are placed.

5.2.10 After closing the auction, the buyer or bidder will receive a confirmation from MOYERSOEN NV, on behalf of the seller, by e-mail or by letter that his bid was allocated to him.

5.2.11 After the allocation the goods are for account and risk of the purchaser. MOYERSOEN NV will not be responsible in case of burglary, fire, accident, water damage and other damages due to circumstances beyond one's control.

5.3 THE PURCHASER'S PAYMENT CONDITIONS

5.3.1 After the allocation, the purchaser has the obligation, within 48 hours, to transfer the purchase price to the account number of MOYERSOEN NV, with the report of the invoice number, mentioned on every e-mail or letter that was sent to the purchaser.

5.3.2 All payments should be made in the currency unit mentioned on the invoice, unless MOYERSOEN NV indicates another currency.

5.3.3 After having paid completely, the purchaser receives a specimen invoice and delivery note. From the day of payment, the purchaser can dispose of the goods.

5.3.4 In the event of failure to pay, within the set period, interests on the arrears shall, lawfully and without advance notice of default, be due from the due date, at rate of 10% a year.

5.3.5 In addition, a fixed sum of compensation of 15% of the invoice sum, with a minimum of 100 EUR shall be due. Costs linked to cheques, as well as other costs of collection are not included in this fixed sum of compensation, and shall be charged separately to the purchaser.

5.3.6 In the event of a late payment, all payments will first decrease the costs, then the interest charges and finally the purchase price.

5.3.7 EU-buyers without VAT-number and buyers from outside the EU are obliged to pay VAT. Provided the buyers from outside the EU will present within 10 days the documents proving export to the brokersâ office MOYERSOEN NV, the VAT will be refunded.

5.4 DELIVERY CONDITIONS

5.4.1 Every buyer enters on his own risks and responsibility the grounds and buildings, during the viewing days, the auction days and delivery days and ought to follow the instructions that are announced by MOYERSOEN NV at the location.

5.4.2 The purchasers cannot dispose of the goods before having paid these in full. Releases of the goods takes place on the location, date and hour fixed by MOYERSOEN NV and notified in the specific conditions of sale.

5.4.3 Goods that are not collected on the fixed date, without the explicit approval of MOYERSOEN NV, will be resold or removed at the expense of the purchaser.

5.4.4 The purchasers that have bought one or more lots and whose lot(s) obstructs the collection of other lots are requested to collect their lot(s) on the first delivery day. They will be notified by e-mail or by letter through MOYERSOEN NV.

5.4.5 The bought lot(s) has/have to be collected with the highest care, by the buyer, on his own responsibility, without causing any damages to the buildings or lot(s) of third parties. The buyers are fully responsible for damages they have caused by collecting their goods and they will have to pay for the expenses of the disposal. The buyer may not burn, seal or sand on the delivery place, without being fully insured.

5.4.6 In the event that the owner of the buildings or third persons exercise their right on one or more lot(s), before this/these lot(s) is/are collected by the buyer, MOYERSOEN NV has the competence to terminate the sale. MOYERSOEN NV will announce this termination to the buyer by e-mail or by letter and undertakes to compensate the amount that already was paid for the lot(s).

5.5 APPLICABLE LAW

5.5.1 In case of a possible dispute only the court of Antwerp is qualified, even if there are several defendants. All disputes will be settled corresponding Belgian law.

ARTICLE 6: THE CONDITIONS OF THE PRIVATE SALES, SHOP SALES...

INVOICE CONDITIONS

6.1 These general conditions of sale shall apply at all times.

6.2 All goods are sold in the conditions in which they are, incl.10% sale expenses and VAT, unless it is mentioned differently in the specific conditions of sale.

6.3 All invoices are payable in cash, at latest, on their due date.

6.4 In the event of failure to pay the invoice within the set period, interests on the arrears shall, lawfully and without advance notice of default be due from the due date, at the rate of 10% a year. In addition, a fixed sum of compensation of 15% of the invoice sum, with a minimum of 100 â¬, shall be due. Costs linked to cheques, as well as other costs of collection are not included in this fixed sum of compensation, and shall be charged separately to the purchaser.

6.5 Invoices should be contested in writing within eight days of the invoice date.

6.6 Until they are paid for, the goods remain the property of the seller.

6.7 If the purchaser fails to collect the goods on the date given to him, Moyersoen NV reserves the right, on expiry of a 15-day period, to regard the agreement as disbanded, and this without prior notice of default.

6.8 Goods are always to be collected, immediately after payment, by the customer himself, at his own expense and risk, either in the warehouses of MOYERSOEN NV, or from the place where the goods are located. All risks relating to the goods transfer at the time of payment of the goods, since that the customer himself is responsible for their immediate collection.

6.9 If the customer refuses to collect his goods, or is late in collecting them, MOYERSOEN NV is entitled to charge the resulting costs to him. The customer is also liable for any damage caused by him to other goods or the building fabric during collection of the goods.

6.10 The commission of MOYERSOEN NV shall be due regardless whether the goods were paid for at MOYERSOEN NV or directly at the principal.

6.11 The customer or principal himself remains liable for all risks relating to goods stored in the warehouses of MOYERSOEN NV.

6.12 In the event of a dispute, only the courts of the district of Antwerp shall have jurisdiction.

6.13 SPECIFIC CONDITIONS OF SALE: all goods are sold in the conditions in which they are, without any guarantee of the seller and without appeal from the buyer and can only be done by means of cash. The buyer shall be deemed to have inspected the lots, which are being sold without guarantee even if the nature, condition, quantity or denomination is not in accordance with the description. The buyer has to remove his goods professionally at his own risks and costs, on the date fixed by MOYERSOEN NV, without bringing any damage to the buildings or other goods. The buyer can at no time exert an appeal against the seller.

ARTICLE 7: TERMINATION

7.1 If the purchaser does not fulfill his obligations, Moyersoen NV can, in the name of the seller, without advance notice of default, terminate the purchase agreement. Examples of such negligent omission from de buyer can be (but not restraint to): not paying the purchase price (completely) on time, not collect the lot(s) (on time), on the date fixed by MOYERSOEN NV, not providing the information required before delivery.

7.2 MOYERSOEN NV is free to allocate the lot(s) to another person, without that MOYERSOEN NV can be taken responsible for any damage.

7.3 The purchaser failing in his duties will, in case of termination of the sale, have to pay a forfeit amount of 25 % of the purchase price to MOYERSOEN NV, increased with the (auction) fees to cover the administrative, storage, insurance and transport costs, etc. Such compensation does not deprive the right of MOYERSOEN NV to claim a full compensation.

ARTICLE 8: RESPONSABILITY

8.1 MOYERSOEN NV is not responsible for consequential damage.

8.2 Every liability of MOYERSOEN NV and/or the seller, which arise from a conspicuous or concealed defect at the lot, is excluded.

8.3 MOYERSOEN NV is not responsible for possible wrong mentions or indications in the catalogue/on the website. Those wrong mentions or indications cannot give cause to a termination or cancellation of the sale. Those mentions are communicated to the purchaser in its pure indicative form and cannot lead to the liability of the seller. Examples of such wrong mentions can be: the numbers of kilometers, the hours of the vehicles and machineries, the date of construction, the accession date and other technical or commercial specifications.

8.4 MOYERSOEN NV is not responsible for damages caused by pollution and/or noxious substances to the lot(s) and/or other obtained goods.

8.5 MOYERSOEN NV is not responsible for possible technical deficiencies to the website, through which no offer can be made and/or the auction or sale must be cancelled. In such a case MOYERSOEN NV and/or the bailiff will decide to allocate the lot(s) or to place the lot(s) again into the auction.

8.6 MOYERSOEN NV is not responsible in case of burglary, fire, accident, water damage and other possible damages due to circumstances beyond one's control.

8.7 Moyersoen NV is not responsible for technical flaws or technical mistakes by mailing to the bidders concerning the situation of the biddings. The bidders need every time to make sure of the exactitude of the mailed information during the online/live auction.

ARTICLE 9: POSSIBLE ADAPTATION

9.1 MOYERSOEN NV reserves the right, if necessary, to change, to adjust or to annul, some stipulations from the general conditions of sale. The changed or new stipulations start as of right, after they were announced by MOYERSOEN NV on the website and/or the catalogue and/or announced by e-mail. The general conditions of sale that came into force replace all previous general conditions of sale, unless explicitly declared otherwise by MOYERSOEN NV.

9.2 At each auction and/or sale, the specific conditions of sale can be complemented to the general conditions of sale. MOYERSOEN NV will notify those specific conditions of sale on time before the auction. In case of discrepancy between the general and the specific conditions of sale, the specific conditions of sale will prevail.

ARTICLE 10: APPLICABLE LAW

10.1 In case of discrepancy or vagueness between the Dutch version of the general conditions of sale and a foreign version of the general conditions of sale, the Dutch version will prevail.

10.2 Belgian law applies to the general conditions of sale and the arising legal relationships.

10.3 In case of a possibly dispute, only the court of Antwerp is qualified, even if there are several defendants. All disputes will be settled corresponding Belgian law.