



# GENERAL CONDITIONS

## ONLINE SALE

### Article 1. Application of conditions

1.1 General conditions by the company GUTINVEST INTERNATIONAL ASSETS S.L.U, hereinafter, GUTINVEST.

1.2 The General User Conditions are applicable in relation to the Website, between the User and GUTINVEST. In addition, GUTINVEST's privacy policy is in force. The privacy provisions have been included in these conditions as a reference. The user is responsible for periodically reviewing GUTINVEST's privacy policy on the website.

1.3 The applicability of other General Conditions than those present, the General Conditions and / or the Specific Online Auction Terms are excluded.

### Article 2. User contract

2.1 The User's contract is made by registering on the Website and trains the User to, among other things, follow the Auction process through the Website. The User contract is not transferable. In the registration, the User provides their personal data to GUTINVEST and chooses a personal password for accessing the Website.

2.2 GUTINVEST will confirm the Registration by email to the User to the email address indicated by this, after which the User with the help of his / her personal password will have access to the Auction. The User agrees to behave correctly after accessing the Website and not to cause damage to the Website or other users of the same. The User is responsible for all acts performed after accessing the website using your personal password.

2.3 The User guarantees the accuracy and integrity of the personal data provided in the registration. If the personal data at any time change, the User will have the obligation to inform GUTINVEST of this (these) change (s).

2.4 GUTINVEST reserves the right to deny and / or terminate the registration unilaterally.

2.5 GUTINVEST records the personal data obtained through registration in a specific file. After registering on the website, the User authorizes GUTINVEST to use and archive their registered data.

2.6 Users are prohibited from reproducing the website either totally or partially or putting it into circulation (through links, links or otherwise) without prior written authorization from GUTINVEST.

2.7 By Registration (only) the User accepts these User General Conditions whenever the User accesses the Website, making or not a bid.

### Article 3. The Auction and Online sale

3.1 GUTINVEST reserves the right to cancel an Auction, end it or prolong it before what is mentioned on the Website. In the event of a technical failure of the Website, for which it is not completely accessible and / or not accessible to all Users, GUTINVEST will be entitled to extend the Auction in 24 hours.

3.2 The User, by means of his Registration, declares to know and accept the special circumstances of an Internet auction and the technical deficiencies that may arise. GUTINVEST hereby excludes all liability, whatever the direct and / or indirect damage, that www.gutinvest.es has arisen in any way under which it is not limited to damages arising from the use of the website, unless it is a question of intention or deliberate recklessness of GUTINVEST.

3.3 GUTINVEST will in no case assume responsibility whatever the damage that may arise and / or result from: the acts of the User that have been dictated by the information placed on the Website, the impossibility to use (completely) the Website and / or the occasional failure in the website or in the underlying system, errors in the specifications of the lots mentioned in the website, the fact that the information on the website is incorrect, incomplete or outdated; in the software of the website and / or the underlying system, the illegal use of the systems, including the website of GUTINVEST by a third party.



#### **Article 4. Online bids and offers**

4.1 The user can place a bid on our website on one or several lots. Each bid is unconditional, irrevocable and without reserve. GUTINVEST and / or the seller are authorized to reject a bid discretionally. GUTINVEST is authorized to make bids on behalf of third parties.

4.2 Two types of bids can be made: manual bid and automatic bid. In a manual bid, the bidder makes an offer on the amount set for that batch. In an automatic bid, the bidder sets a maximum amount for which he is willing to buy the lot. The system, in the case that your offer has been surpassed by a third party, will automatically make the following minimum necessary offer in your name and so on

4.3 The purchase agreement is delivered after the award. The award is normally granted to the maximum bidder. For the application of Article 4.1, a batch may be in certain cases a different user who has made the highest bid.

4.4 The buyer receives, via email, the purchase confirmation within 48 hours after the close of the auction (not including Saturdays, Sundays and weekends), along with the proforma invoice so that he can make the payment. In case the user does not receive any email within this period mentioned above, it means that his offer has not been accepted. GUTINVEST reserves the right to award or reject an offer under suspensive condition (s).

#### **Article 5. Description of the Lots**

5.1 GUTINVEST and the person ordering the auction of a lot strive for the best possible accuracy and clarity of the description of the lot on the website, in the auction catalog, other auction brochures, advertisements and the like, without accepting No liability for damages arising from erroneous or incomplete descriptions or other damages.

The detailed information of the lots, either the one described on the website or the one provided after requesting a potential buyer, is provided by the equipment vendor. Likewise, GUTINVEST is not liable for any error in the information provided, and there is always the possibility for those interested in carrying out an inspection and prior verification of the equipment.

The lots are sold how they are and where they are. GUTINVEST and / or the seller will not indemnify for any visible or hidden defect or give any kind of guarantee in relation to operation, damages, possibilities of sale, usability. To do this, visit days are established, so it is assumed that the buyer must have inspected the goods beforehand.

The items will be sold subject to the standard sales terms and conditions for these sales and which will be indicated in the catalog. All expenses caused by the sale of the assets will be at the buyer's expense, including those of dismantling. If, regarding the lots, there are complaints from third parties regarding the retention of the property, the buyer is obliged to keep the lot (s) in question to said third parties, under the obligation of transferring them to the party in case of requesting them. or to reach an agreement between them.

5.2 Conduits, cables and / or other connections for power, conduction or production, which are in a Lot, unless otherwise stated in the Specific Auction Conditions, will only be included until the first shutter, splice or well the brand contributed. The underground or recessed connections will never belong to the Lot, unless explicitly mentioned otherwise in the Specific Auction Conditions.

#### **Article 6. Obligations of payment of the buyer**

6.1 The buyer is obliged to make the payment by transfer of the proforma invoice (purchase agreement) to the account number indicated by GUTINVEST within 3 business days (not including Saturdays, Sundays and holidays) after receipt of the invoice. same

6.2 In the case of a delay in payment, there is a penalty amount for collection costs and / or extrajudicial costs of 15% on the purchase price that will be charged to the buyer by GUTINVEST, costs that will be added to the purchase price.

#### **Article 7. Visiting days, auction days, delivery days**

7.1 Anyone who enters the facilities and buildings during the days of visit and / or delivery is at your own risk. The instructions given by the staff of GUTINVEST or those authorized by GUTINVEST must be followed. GUTINVEST and the seller do not accept any responsibility for possible damages that may arise from the entry into the facilities and buildings.



## **Article 8. Delivery of lots**

8.1 Once the buyer has made his payment obligations effective, the buyer can pick up his lots during the days, hours and place specified by GUTINVEST. The buyer is obliged to collect the lots within the dates specified in the Specific Terms and Conditions of the online auction. GUTINVEST can stipulate that certain lots can be collected later.

8.2 If a lot can not be delivered due to a third party claim or because the delivery could cause damage to the building or premises in which the lot is located or for other reasons that are unacceptable, GUTINVEST will be authorized to rescind the Purchase Agreement. .

8.3 The buyer is obliged to dismantle and collect the lots purchased by his own means. The machinery is delivered as it is and where it is, so that the buyer must put (if necessary) all the means and tools to carry out the dismantling and loading in the transport. The buyer shall be liable and liable to compensate GUTINVEST and the seller for possible damages caused to the property of third parties during the dismantling, demolition and / or collection of the lots.

8.4 During disassembly, demolition and / or collection, the buyer is obliged to follow the instructions of GUTINVEST or the personnel assigned by GUTINVEST.

8.5 The buyer is obliged to communicate who will perform the dismantling, demolition and / or transport tasks, whether the same buyer or a company assigned by him, and whether he has all the necessary documentation. Neither GUTINVEST nor the seller is responsible for the lack of documentation and / or infringement of government regulations on dismantling, demolition and / or transport by or on behalf of the buyer.

8.6 In situations in which it is necessary to dismantle buildings for an adjudicated lot, it can only occur through consultation and written authorization of GUTINVEST and under these terms and conditions described in the granting of the permit.

8.7 If this is stipulated by GUTINVEST, a deposit must be made for any damage that may be caused to the building. If the damage occurs, the deposit will be applied for the repair of the damage, subject to the buyer's obligation to compensate for additional damages. If there are no damages, the deposit will be returned to the buyer.

## **Article 9. Completion of the purchase**

9.1 If the buyer does not fulfill any of the obligations of the purchase agreement, including: not making the payment or not doing so within the stipulated period, not picking up the lots within the stipulated period and / or not providing the required information before delivery, GUTINVEST can then cancel the purchase agreement and in this way be able to freely assign the lots to another buyer, where neither GUTINVEST nor the seller, as the case may be, will be responsible for any damage generated.

9.2 In case of termination as indicated in the previous point, the buyer must pay by default, in addition to the commission, a penalty of 25% of the purchase price to cover administrative costs, storage, insurance and transport, etc. . Subject to the right of GUTINVEST and / or the seller to demand full compensation for damages.

## **Article 10. Modifications - effectiveness**

10.1 GUTINVEST reserves the right to modify these General User Conditions. The modifications take effect 24 hours after the User has been informed by email.

## **Article 11. Applicable law**

11.1 The Spanish law will be applicable in the General User Conditions and the legal relationships arising from the Auction issue.

11.2 The Spanish text of the General User Conditions is the original text. In case the General User Conditions were used in more languages, the Spanish text will prevail in case of ambiguities or contradictions.

11.3 The Court of Barcelona will be (without prejudice to the possibility of appealing and without prejudice to the legal provisions referencing otherwise) competent to the exclusion of any other authority, to decide conflicts arising from the General User Conditions.