

ADDITIONAL PROVISIONS ONLINE PARTICIPATION AUCTION

Article 1 – Applicability

- 1.1 These additional provisions apply to all auctions organised by Veulenvailing Prinsjesdag BV (Foal Auction Prinsejesdag, private company with limited liability, hereafter: 'VP') which are also open for bidding via the internet (hereafter: 'Online Auction') and to all related activities.
- 1.2 The applicability of any general conditions of a seller, bidder and/or buyer is hereby explicitly excluded.
- 1.3 In case these additional provisions deviate from the general auction conditions of VP, these additional provisions prevail.
- 1.4 VP is authorized to adapt these additional provisions unilaterally. An updated copy will be made available at the time. If no date of the effectiveness of the changes has been provided, a change becomes effective upon delivery of the changed conditions.
- 1.5 By registration a bidder/buyer confirms to agree with the applicability of these additional provisions and confirms to be familiar with the contents thereof.

Article 2 – Registration

- 2.1 A bidder/buyer registers once and free of charge via <https://www.prinsjesdag.eu/registreren/> in the manner there described.
- 2.2 A bidder/buyer must be of age. A bidder must properly identify him/herself at first request of VP, in failure whereof bidder/buyer is not allowed to participate in the Online Auction.
- 2.3 The bidder/buyer shall make sure that the data provided upon registration are complete, correct and true and shall inform VP forthwith of any possibly necessary changes of these data. The bidder/buyer holds VP harmless against damage and costs made by VP as a result of incorrect or incomplete data provided.
- 2.4 The registered users name and password of bidder/buyer are strictly private and intransferrable. A bidder/buyer who believes that there is a chance that the users name and password are known by a third party shall immediately inform VP thereof.
- 2.5 After registration, a bidder/buyer is not obliged to participate in an Online Auction and reserves the right to participate at the physical location of the auction.
- 2.6 VP reserves the right to refuse or unilaterally terminate registrations and/or participation in an Online Auction at any time.

Article 3 – Online Auction and bidding process

- 3.1 For the proper procedure of the Online Auction, a bidder/buyer undertakes to familiarize him/herself with the following sources of information:
 - The manual 'Online bidding at the auction';
 - The general auction conditions of VP and possible special provisions for the auction;
 - The factual state and condition of the object on which the bidder/buyer makes a bid, such as, amongst other things, demonstrated by the information given on the website of VP;
 - Further information provided by VP and/or seller regarding the object to be auctioned before and during the auction.
- 3.2 By making a bid, the bidder/buyer confirms to be familiar and agree with the contents of the information sources and related procedures mentioned in article 3.1. Bidder/buyer is obliged to comply with the instructions and directions given.
- 3.3 The duration of an Online Auction will always be stated on the website of VP, unimpeded by the right of VP to cancel, (prematurely) terminate, suspend or extend an Online Auction. For example, amongst other reasons, VP may use its right to extend an Online Auction in case of technical defect(s) making an Online Auction unavailable to some bidders. However, VP is not obliged to do so.
- 3.4 Previous to participation in an Online Auction VP may request that a bidder/buyer pays a deposit to VP.
- 3.5 In the event that a bidder/buyer asks for a service from VP and/or parties contracted by VP that constitutes an unusual transaction in the sense of the Wwft (Act on whitewashing monies and financing terrorist activities) VP and/or parties contracted by VP are obliged to report this. The bidder/buyer will not be informed of this report.

Article 4 – Bidding

- 4.1 Bidding takes place by raising a bid.
- 4.2 Every bid made is irrevocable and unconditional and has similar legal effect as a bid made at the physical location of the organised auction.
- 4.3 When bids are made on the object to be auctioned via the Online Auction and at the physical location of the auction, it is up to the auctioneer to determine which bid was made first.
- 4.4 A bidder/buyer shall be accessible during the Online Auction via the telephone number given to VP.
- 4.5 By making a bid, a bidder/buyer authorizes VP and the persons there employed to finalise the purchase process regarding the auctioned object for which the bid was made on behalf of the bidder/buyer. This means, amongst other things, that VP and the persons there employed are authorized to sign the purchase agreement on behalf of bidder/buyer and do all that is necessary for the transfer of property to bidder/buyer. The authorized party furthermore has the right of substitution, which allows him to give his/her proxy to a third party.
- 4.6 When a bidder/buyer is determined to be the highest bidder, the deposit possibly provided will not be returned until the full purchase price for the auctioned object has been paid.
- 4.7 When a bidder/buyer is unable to meet his/her obligation to pay for the auctioned object, bidder/buyer will be liable for all damage consequently suffered by VP. VP is authorized to recover such damage first of all, but not exclusively, from the deposit possibly provided by bidder/buyer.

Article 5 - Contracted third parties

- 5.1 In connection with the organisation of the Online Auction VP uses the services and products of a third party, namely the private company with limited liability WeAuction BV, established at Rotterdam.

- 5.2 The services of WeAuction are limited to the technical facilitation of:
- following the Online Auctions via the internet; and
 - participation in the Online Auctions.
- 5.3 Bidder/buyer is aware of the special circumstances that may play a role in an internet auction and the (technical) imperfections that may occur. By (technical) imperfections are understood, amongst other things, but not exclusively, the impossibility to get (full) access to the website of the Online Auction or to make a bid or make a bid in time, breakdown of or faults in the website, the underlying software, hardware or network connections. In addition, maintenance work on the website or the underlying system may impede (unlimited) access or the (timely) making of a bid . VP is explicitly not liable for damage suffered as a result thereof by bidder/buyer and/or for any other action or failure to act on the side of WeAuction, except for willful intent or willful recklessness.
- 5.4 VP is shall never be liable for damage suffered indirectly, including, but not exclusively, loss of profit, loss of savings and reputational damage.
- 5.5 Bidder/buyer is obliged to report any complaints and/or claims for compensation of damage at the latest by 72 hours after the end of an Online Auction in writing to VP, on penalty of the lapse of all and any claims for compensation of damage.
- 5.6 Payable compensation of damage will always be limited to € 3,000.- per auctioned object with a maximum of € 10,000.- per auction day, including costs and interest.
- 5.7 When the ground for a payable compensation of damage is related to a certain auction day, but concerns different parties, the maximum amount of compensated damage of € 10,000.- will be divided among the disadvantaged parties in proportion to the damage suffered.

Article 6 – Liability bidder/buyer

- 6.1 Bidder/buyer is always bound by all actions occurring at an Online Auction and those arising from the use of his/her users name and/or password. Bidder/buyer is furthermore liable for all and any obligations arising from these.
- 6.2 Bidder/buyer holds VP harmless against third party claims in connection with the participation of bidder/buyer in an Online Auction.

Article 7 – Private data

- 7.1 VP only processes the private data of bidder/buyer to perform the services that it, as auction organisation, offers to bidder/buyer. More information about the manner in which VP processes private data can be found on <https://www.prinsiesdag.eu/privacy-disclaimer/>.

Article 8 - Miscellaneous

- 8.1 If one or more of these provisions are null or are destroyed, the rest of the provisions remain in full force. Provisions that are not legally valid or can not be applied by law will be replaced by provisions that cover the purport of the provisions to be replaced as much as possible.
- 8.2 These additional provisions are exclusively ruled by Dutch law.
- 8.3 Any disputes arising from or in connection with a legal relationship to which these additional provisions apply, will in first instance exclusively be judged by the competent court of the district of Midden-Nederland.

In case of dispute the Dutch text of these Additional Provisions prevails