

## GENERAL TERMS AND CONDITIONS OF BUSINESS

The General Terms and Conditions apply from August 1st 2019 onwards.

### General Provisions

The holder of the protected intellectual property rights – of the trademark "MachineSpot", is the company inSpot, d.o.o., registration no. 8478422000, Orehovci 1a, 9250 Gornja Radgona, hereinafter referred to as "MachineSpot".

The General Terms and Conditions of MachineSpot lay down the conditions of business in the field of sales of used machinery and equipment (hereinafter referred to as movable assets) between MachineSpot and the buyer. The activity of MachineSpot includes the sales of movable assets, the owner of which is MachineSpot or any other domestic or foreign legal entities, banks, bankruptcy debtors and others.

The sale of movable assets takes place on the MachineSpot website <https://www.machinespot.com/>, where MachineSpot ensures the course of online auctions and enables the sale of movable assets in another corresponding manner. In addition to the sale of movable assets, MachineSpot also renders the services of disassembly, adequate preparation of movable assets for transport and loading, and provides storage services and other individually agreed services ordered by the customer.

The respective General Terms and Conditions are an integral part of each contract that MachineSpot (inSpot, d.o.o.) enters into in the course of its business operations with the buyer, the customer and others. The respective General Terms and Conditions may be excluded only if so agreed explicitly in writing by the contracting parties.

The obligations and the rights of MachineSpot, as the service provider via websites are stipulated by the Code of Obligations (OZ) and the Electronic Commerce Market Act (ZEPT).

MachineSpot does not engage in business with persons defined as consumers according to the Consumer Protection Act (ZVPot), due to which MachineSpot is not bound by ZVPot in its business operations. In addition, MachineSpot is also not bound by the Personal Data Protection Act (ZVOP-1), because in selling movable assets, a natural person cannot act as a buyer, and in the course of its business operations the provider does not collect, process or store personal data of the buyers.

By sending messages to the electronic address, MachineSpot may inform the buyer, the customer or any other website user about the news and offers, and may carry out other activities in the course of direct marketing with the consent of the buyer, the customer or any other website user. Every registered website user has the ability to opt out of receiving notifications in every electronic message received.

The General Terms and Conditions of Business are binding on the contracting party if they were known or should have been known to the latter at the time of entering into the contract. It shall be considered that the buyer took note of the entire text of the General Terms and Conditions of Business if the attention was drawn to them by MachineSpot explicitly, and if they were made available without any difficulties. Upon registration on the website <https://machinespot.com/> the user indicates on its own that to agree to the General Terms and Conditions of

Business.

The prices of movable assets are indicated on the MachineSpot website, and do not include the value added tax (VAT) or any other taxes, which must be charged in compliance with the law when selling the latter. The laid down statutory VAT rate and any other taxes of the country of the buyer shall be respectively charged on the date the invoice is issued for the sold movable asset. MachineSpot charges a 15% commission fee (auction fee) in the achieved selling price of the movable asset for online auction costs, which do not include VAT, and the costs of disassembly services, adequate preparation of the movable asset for transport and loading, which does not include VAT.

The prices of movable assets are in EUR. In the event of payment with a foreign currency, the currency exchange costs and other costs related to the payment are fully covered by the user (buyer, customer, etc.)

MachineSpot is entitled to issue an invoice and receive payment for activities performed in compliance with the General Terms and Conditions of Business and the respective contract.

The contracting parties shall attempt to resolve any potential disputes in an amicable manner; otherwise, the court in Maribor shall have territorial and subject matter jurisdiction over the dispute settlement. To regulate contractual relationships between MachineSpot and the user (auctioneer, buyer, and customer), the Slovene law is applied exclusively.

## Use of the MachineSpot website

### User registration and application

In order to participate at an online auction, the user must register and login on the MachineSpot website. The registration is free of charge.

A legal entity or a natural person with registered activity (sole trader) can register as a user. By registering, the user takes note of the MachineSpot's General Terms and Conditions of Business and adopts them as binding. With each login to the MachineSpot online auction the user agrees to the use of these General Terms and Conditions of Business, and in addition, the user is also aware that the respective General Terms and Conditions of Business are an integral part of each legal transaction concluded with MachineSpot or each legal transactions concluded in the process of purchasing a movable asset on the online auction of MachineSpot.

A new user registers on the website by entering all the required information. The user is criminally responsible and liable for damages in respect of accuracy and completeness of entered data. The user is obliged to enter any change of information on the MachineSpot website immediately. Upon registration, a username is assigned to the user, which is linked to only one e-mail address, following which, the user may have only one username for a specific e-mail address. The user must select a password to use together with an email address in order to login to the MachineSpot website. The user may change its data under the "Settings" option.

A registered user can login in to the MachineSpot website with an e-mail address and password.

Following a successfully performed registration, the user may participate in active online auctions. A registered and logged-in user may participate in an online auction and monitor its course. A payment of a security deposit for participating in an online auction is not required.

If the user suspects that its e-mail address and password is being misused by a third party, it must inform the provider thereof immediately.

### Course of an online auction

With each movable asset subject to sale, MachineSpot indicates the date and the hour of the beginning of the online auction, the date and the hour of the completion of the online auction, the opening bid, any potential reserved prices and all identification information of the movable asset. In addition, the provider indicates the location of acquiring the movable assets and the service costs of disassembly, adequate preparation of movable assets for transport and the loading of the movable asset upon its delivery to the buyer or the transport operator under the order of the buyer.

The online auction takes place on the MachineSpot website starting at a specific hour on the day as determined for the individual movable asset and published on the MachineSpot website, and it ends at a specific hour on the day as set and published on the in MachineSpot website.

An online auction sale starts with the sale of a movable asset according to a pre-determined opening (starting) bid. The participating user (auctioneer) may at any time from the last highest offer given, offer a higher price that it is willing to pay for the movable asset. The movable asset is sold to the user (auctioneer) who offered the highest price for it, unless a reserved price is specified for the movable asset. In this case, the movable asset is sold to the highest auctioneer if the highest bid also reached or exceeded the reserved price, or if the owner of the movable asset gives consent to the selling of the movable asset at the highest offered price, which however failed to reach the specified reserved price.

The participating user (auctioneer) may raise the price of the movable asset only for the duration of the online auction. Following the completion of the online auction, the user (auctioneer) can no longer validly offer a higher price, and any such bid of the user (auctioneer) cannot be taken into account. The user (auctioneer) is bound by its bid until a higher bid is given. The online auction is successful for that user (auctioneer), who during the online auction offers the highest price for the movable asset subject to sale. The highest offer of the user (auctioneer) is binding and it shall be considered that the sales contract is validly concluded with the expiry of the online auction.

The duration or the expiry of the online auction is displayed by the system clock, which is published with the ad pertaining to the movable asset. The online auction is completed at a pre-determined day and hour. If the user (auctioneer) submits its bid in the last 2 minutes before the expiry of the online auction, the online auction is extended for 2 minutes. If a new bid is submitted within this time, the duration of the online auction will be extended respectively for another 2 minutes. The online auction is completed when no new bid is placed within the last 2 minutes before the expiry of the online auction.

Following the completion of the online auction, MachineSpot provides the user (auctioneer), who offered the highest price for the movable asset, with the certificate of purchase informing the user (auctioneer) that the online auction is completed, that it succeeded in the online auction by offering the highest purchase price, the amount of the purchase

price offered and that the sales contract for the specific movable asset is herewith concluded. If a reserved price was determined for the movable asset, and the highest offered purchase price failed to reach the reserved price on the online auction, then first of all MachineSpot informs the user (auctioneer) that it is the highest bidder, and that the owner of the movable asset shall be invited to express its position, whether despite this fact, it gives its consent to the sale of the movable asset for the purchase price offered by the winning user (auctioneer). Hereinafter MachineSpot informs the user (auctioneer) within 8 days if the owner gave its consent to the sales contract. The auctioneer, who offered the highest purchase price at the online auction, is bound by the latter to conclude the sales contract if the seller provides a statement accepting the auctioneer's bid within 8 days.

The certificate of purchase is issued in Slovene or English, depending on the buyer's request, and is binding on the buyer and the seller. At the same time, MachineSpot informs the other participants of the online auction that the online auction is completed and that the movable asset was sold to the highest bidder. The notice is received by the participants to their e-mail address indicated at registration.

In the event of any technical difficulties on the <https://www.machinespot.com/> website, the start of the scheduled online auction is postponed for 24 hours (it begins the following day at the same time). The ongoing online auction is discontinued and continues after 24 hours (the next day at the same time as it was discontinued). The notification on technical difficulties, the interruption and continuance of the online auction and about the postponement of the hour of the start of the online auction shall be sent by MachineSpot to the user (auctioneer) to its e-mail address.

### **Payment of the purchase price for the movable asset purchased at the online auction**

The certificate of purchase of the movable asset includes the indication of the movable asset purchased, its description (everything already published on MachineSpot website prior to the start of the online auction), the price offered by the auctioneer or the buyer, and the information regarding the payment of the purchase price (IBAN, SWIFT code and other). Following the receipt of the certificate of purchase of the movable asset, the buyer is obliged to pay the purchase price within five (5) working days, whereby the day of the receipt of the certificate is not included into the payment deadline. If the buyer of the movable asset fails to pay the entire purchase price within the given period, it is deemed to have withdrawn from the sales contract in return for the payment of a repentance fee (withdrawal fee). In this case, MachineSpot is not obliged to deliver the movable asset to the buyer and may place the movable asset for resale on the online auction.

In the event that the buyer fails to pay the entire purchase price offered for the movable asset at the online auction within the given period, it shall be obliged to pay the repentance fee (withdrawal fee) to the MachineSpot provider in compliance with Article 67 of the Code of Obligations, which is set out in the general terms and conditions. The repentance fee amounts to 10 percent of the highest achieved sales price of the movable asset subject to the sale at the online auction.

Following the payment of the entire purchase price, VAT, other potential tax obligations and costs arising from disassembly, adequate preparation of the movable asset for transport and loading, the buyer shall accept the movable asset within the time limit as published respectively in the auction terms.

On the day of acceptance of the movable asset, inSpot, d.o.o. issues an invoice for the sold movable asset to the buyer.



## Additional specific provisions for the sales contract Sales conditions

If any provision of these General Terms and Conditions of Business is invalid or void, this does not affect the validity of other provisions of general terms and conditions. The purchase conditions defined by the buyer are not binding on the seller even if not explicitly rejected by the seller.

## Subject of the sale

The subject of the sales contract is used machinery and equipment (hereinafter referred to as movable assets) which are sold without any warranties. MachineSpot is not liable for any material defects on sold movable assets.

The publication of each movable asset on the website for the purpose of its sale at the online auction, inter alia, includes identification information on the movable asset, its description, properties, condition of the movable asset and documentation disposed of by MachineSpot and referring to the movable asset.

The buyer may inspect the subject of the sale prior to the start of the auction at the place and time as determined by MachineSpot, on the grounds of which it shall be considered that the buyer was aware of the condition of the item, the quality, capacity and other technical data.

## Price

MachineSpot determines the opening (initial) price of the movable asset and enters into a sales contract with the highest bidder of the online auction. The highest bidder is that participating auctioneer, who offers the highest price for the subject of the sale during the term of the online auction.

If a reserved price is specified for the movable asset, the movable asset is sold to that bidder (auctioneer) who offers the highest purchase price, which at the same time has reached or exceeded the reserved price as well. If the reserved price is not reached with the highest bid, the owner of the movable asset may give its consent to the selling of the movable asset at the highest purchase price offered at the online auction.

## Delivery, transport

MachineSpot delivers the movable asset within the agreed time limit, quantity and at the agreed location. The payable service of disassembly, adequate preparation of the movable asset for transport and loading of the movable asset upon its delivery shall be performed on the buyer's behalf by MachineSpot according to the agreed tariff, which is published for the movable asset in the auction terms. If not agreed otherwise with this contract all goods according to the sales contract are to be shipped from the seller's storage facility to the buyer at the expense and risk of the buyer. The buyer at its own expense and risk organises the transport and securing of the movable asset.

Upon delivery of the movable asset, the buyer is handed over the entire documentation referring to the movable



asset if disposed of by MachineSpot. MachineSpot carries out the loading of the movable asset onto the means of transport according to the buyer's choice and instruction. If not agreed otherwise, the pallets are considered as part of the packaging.

The contracting parties shall respect the delivery deadline of the movable asset and the payment deadline. A delay in delivery of the movable asset does not entitle the buyer to withdraw from the contract or claim compensation for damages.

If the buyer fails to accept the movable asset within the agreed time limit, MachineSpot stores it at the expense of the buyer. Prior to the acceptance of the movable asset, the buyer is also obliged to pay all costs related to the storage and re-delivery of the movable asset to the buyer.

### Claims or complaints

MachineSpot does not provide any rights to the buyer with regard to a potential defect in material, operation of the item or defects referring to the subject of the sale, since the movable asset is purchased according to the "as-is" principle, even though the buyer had not inspected the movable asset, although having the opportunity to do so. If the subject of the sale is still under warranty, the buyer may exercise all the rights held against the manufacturer. In the event of a complaint or warranty defects, the owner of the movable asset is held harmless of all responsibilities toward the buyer.

Any liability of the seller for ordinary material damage (loss of property), non-material damages, lost profits or income or revenue, and any other potential damages suffered by the buyer or their business partner, such as, in particular, but not exclusively, costs for the implementation of alternative services, lost income due to the inability to use, default interest, contractual and other penalties, other duties to be paid, damages due to the operating standstill, loss of market, business transaction, business opportunity or a business partner, damages due to impairment of reputation or good name, and other indirect and resulting damages.

### Place of performance

The place of performance of mutual obligations arising from this contract is Orehovci.

Orehovci, on August 1st 2019

MachineSpot

inSpot, d.o.o.  
Director Matej Šerc