Legal Brokers BVBA
Caetsbeekstraat 9, 3740 Bilzen (BE)
Tel+32 / 36053002 - Fax+32-36053100
VAT: BE890647664 - Internet: /lbi.legalbrokers.eu - Email: info@legalbrokers.eu

Faling IKAGA SECURITY

LBR-URF-00001 Citroen C3 1.2i
Vehicles **Cars**

mileage: 58,257 km
first registration: 23-05-2022

Terms and conditions

Article 1 - Definitions

- **"Agreement"**: this is an agreement between a Client and Legal Brokers or one of the sub Websites;
- **"Auction Conditions"**: these are the underlying general and special terms and conditions;
- **"Bank Cheque"**: this is a certified cheque guaranteed by a European financial institution;
- **"Bid"**: is an amount offered by a Client for one or more Lots, clearly specified, and the word "Bidding" shall have the same meaning. Each Bid or Bidding shall be made without the applicable VAT and Premium;
- **"Buyer"**: this is a Client whereto one or more Lots have been allocated;
- **"Client"**: is any private person and/or legal entity which has accepted the Registration by using the Website;
- **"Customer"**: this is or a financial institution, or a captive, or an administrator/receiver/curator, or a liquidator, or a public notary/court bailiff, or any other party that wishes to use the services of Legal Brokers or one of the sub Websites for offering a Lot;
- **"EU-Buyer"**: is a legal entity Buyer that is in the possession of a registered VAT-number and/or registration number from the country of its origin, which is a member of the European Union;
- "Folder" this is a book, flyer of any other possible carrier other than the Website, whereby Legal Brokers or on of the sub Websites, promotes the Sale of one or more Lots;
- **"Legal Brokers"**: this is Legal Brokers and/or one or more of its subsidiaries and/or sister ventures;
- **"Lot"**: this is a moveable property, equipment, material and/or matter, one or more known under one number, which are offered by Legal Brokers or one of the sub Websites via a Lot Auction or Group Auction. Piping, cables, wires and/or other connections for energy, control and/or production are sold only up to the first connection, fitting or attached identification mark unless stated otherwise in the Specific Conditions;
- **"Specific Conditions"**: these conditions are in deviation of or completion of the Auction Conditions, as indicated on the Website and/or Folder, and are applicable for a specified Sale;
- **"Personal Details"**: this is data from a Client whereon the Client can be identified, among which, but not limited to; name, address, company registration number, e-mail, etc.;
- **"Private Sale"**: this is a lot auction or group auction, organized by Legal Brokers or one of the sub Websites, which shall occur without the interference of a public servant;
- **"Premium"**: this is a sale cost, which is a particular percentage of a Bid, as stipulated in the Specific Conditions, that has to be paid by a Buyer on the total Bidding price at a Sale, multiplied with the applicable VAT, if any;
- **"Public Sale"**: this is a sale of a Lot, organized by Legal Brokers or one of the sub Websites, which shall occur with the interference of a public servant;
- **"Purchase Amount"**: this is an amount equal to the sum of the amount offered by a Buyer on one or more Lots and the applicable Premium, this sum multiplied by the applicable VAT, if any;
- **"Registration"**: this is the registration via the Website by using the registration form ("Register" shall have the same meaning);
- **"Sale"**: this is a Private Sale and/or Public Sale;
- **"VAT"**: means value added tax or any other applicable tax on the Sale or supply of goods and services;
- **"Website"**: this is the website http://www.legalbrokers.eu.

A word in the singular form includes the plural and vice versa and a gender includes all genders unless the context requires otherwise.

Article 2 - Scope

The applicable Auction Conditions shall control the relation between the Clients on one hand and Legal Brokers and Sub Websites on the other when the Website is used.

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The Auction Conditions and Particular Conditions solely control the relation between the Client and Legal Brokers and Sub Websites. In case of any conflict between the Auction Conditions and Particular Conditions, the Particular Conditions shall prevail. The Client has accepted by means of Registration the Auction Conditions each time Client logs-in with or without the intention to place a Bid.

Article 3 - Agreement

Parties come to an Agreement by means of Registration which provides Client the possibility to participate at a Sale. The Agreement is a personal contract and therefore is not susceptible to any assignment and/or transfer, nor susceptible for seizure, the establishment of a privilege, mortgage or any other form of certainty.

Personal Details shall have to be communicated to Legal Brokers and Sub Websites upon Registration. Legal Brokers and Sub Websites will respect Clients privacy. All personal data collected and provided through the website of LB, can be used by LB or her respective subsidiaries and affiliates for customer management, communication and marketing services. This information can be stored anywhere in the world, inside or outside the European Union. Clients agree that the personal details can be communicated to the affiliated companies. The data obtained will never be transferred or sold to third parties.

LB wishes to emphasize that Clients can at any time invoke their right to view, adapt, remove or limit personal data. You can contact LB by sending an e-mail to info@legalbrokers.eu or by regular mail to Legal Brokers BVBA, Mallebaan 8, B-2960 Brecht, Belgium

For complaints related to the processing of personal data, you can contact the Data Protection Authority:

Data Protection Authority
Rue de la Presse 35, 1000 Brussels

Tel: +32 (0)2 274 48 00
Fax:+32 (0)2 274 48 35
Mail: contact@apd-gba.be

Beside the communication of Personal Details upon Registration a username and password shall have to be chosen and produced. Aforementioned username and password shall provide Client access to its Personal Details and Website as a result of which Client can participate at a Sale.
Client guarantees the completeness and correctness of the by Registration provided Personal Details. When the Personal Details of Client changes, Client shall modify them by using the Website. Legal Brokers and sub Websites are entitled to use the last communicated Personal Details.

Legal Brokers and Sub Websites are entitled to refuse the Registration single-handed when Legal Brokers and Sub Websites are of the judgment that the chosen username and/or password can be considered as offending, discriminating and/or racist or any other reason Legal Brokers and Sub Websites considers applicable. At the same time Legal Brokers and sub Websites are entitled to, single-handed, refuse access to or further access to her Website when a Client is not behaving properly or act or refuses to act as a result of which Legal Brokers and Sub Websites, Customer and/or other Clients, direct or indirect, suffer any damage.

Article 4 - Lot Auction

Participation at a Lot Auction is subject to Registration. Legal Brokers, sub Websites and/or Customer shall attempt to describe the Lots, such as described in a Folder and/or Website, as accurate and clearly as possible. Legal Brokers, sub Websites and/or Customer cannot be held responsible for an inaccurate or incomplete description of a Lot or any other possible damage.
A Lot shall be sold in an "as is" state on the moment of presentation. It is considered that the Buyer has inspected the Lot properly. Any Lot shall be sold without any warranty or guarantee, unless stipulated otherwise in the Particular Conditions and/or Folder and/or Website.

When a Client has emitted the highest Bid he shall be considered as the Buyer. The Buyer shall be informed about his highest Bid via e-mail. Each Bid of a Client shall be irrevocable, unconditional and without any reservation, even when his Bid shall be exceeded. Each Bid shall remain valid until Legal Brokers, sub Websites have received payment of the Buyer. Legal Brokers, Sub Websites and/or Customer are allowed to refuse the highest Bid, without providing any reason, whereby the second highest Bid shall be considered as the highest Bid. If an argument, for any reason whatsoever, arises concerning the highest Bid Legal Brokers, Sub Websites and/or Customer shall decide without the possibility to object. On the basis of its opinion and conviction Legal Brokers, sub Websites, can allow a suppression of the Bidding when a Client has emitted a erroneous Bid, such as for example a Bidding on an erroneous Lot, and Legal Brokers, sub Websites can remove the Bid from the Website, if necessary.

At any time, even during a Sale, Legal Brokers, Sub Websites and/or Customer shall have the possibility, without providing any reason, to establish a minimum Bid; cancel, suspend, extend or adjourn, completely or partially, a Private Sale, to combine Lots or to split them up or to make an act that in the opinion of Legal Brokers, sub Websites, are necessary. All of this shall not provide Client any right to claim any damage. If no minimum Bid has been communicated, the Sale of the Lot shall be made by emitting higher Bids, being the system of "higher Bidding". The Sale shall start from the minimum Bid when a minimum Bid has been communicated.

Each Buyer is considered to buy for himself and is severally responsible.

At a pre-determinated date or by lack of this by single-handed acting from Legal Brokers, Sub Websites and/or Customer, a definitive allocation shall be made to the highest Bidding Client. As of the definitive allocation of one or more Lots, these Lots shall be under the sole responsibility of the Buyer. After definitive allocation Legal Brokers, sub Websites and/or Customer cannot be held responsible for any theft, vandalism, fire, storm, water damage or any other possible damage.

A viewing of a Lot has to take place during normal business hours and/or special viewing days at the offices of Legal Brokers, sub Websites and/or any other place as stipulated on the Website and/or Folder and/or Specific Conditions. A Client has to respect the instructions given by Legal Brokers, Sub Websites and/or Customer when he enters the buildings and/or areas where a Lot is situated. The entering of buildings and/or areas shall be done at own responsibility and risk. Legal Brokers, sub Websites and/or Customer shall not accept any liability regarding physical, psychiatrical or any other damage whatsoever.

Article 5 - Group Auction

The provisions as stated in article 4 of the Auction Conditions are applicable integrally at a Group Auction. In case of any discrepancy between the provision of article 4 and 5 of the Auction Conditions, the provisions of article 5 of the Auction Conditions shall be applicable at a Group Auction. To participate at a Group Auction a Registration is required.

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Each Public Sale shall be organized, prepared and executed under the responsibility of Legal Brokers and/or Sub Website. Legal Brokers and/or Sub Website reserves himself the right to cancel, suspend, extend or to adjourn, completely or partially, a Public Sale, to combine Lots or to split them up or to make an act that in the opinion of Legal Brokers, sub Website, is necessary. All of this shall not provide Client any right to claim any damage.

A numbering and/or marking of a Lot will be necessary in order to buy a Lot via a Group Acution. A Lot shall not be part of a Group Auction when a numbering and/or marking is absent.

Article 6 -Payments

Cfr. Article 1 - Payments Specific Conditions

Article 7 - Collection/Delivery

Cfr. Article 2 - Collection/ Delivery Special Conditions

Article 8 - Solvency

Legal Brokers, sub Websites and/or Customer are allowed to contact Clients and to request them to demonstrate their solvency or in case of a Sale to ask them to transfer an amount as a security deposit. If a Client refuses such a request and/or deposit, Legal Brokers, Sub Websites and/or Customer shall be entitled to exclude them of a Sale.
Legal Brokers, Sub Websites and/or Customer shall not pay any interest on a security deposit and/or warranty which was transferred to Legal Brokers, subwebsites and/or Customer.

Article 9 - Non Online Registration at a Public Sale

Cfr. Article 3 - Non Online Registration at a Public Sale, Specific Conditions

Article 10 - Liability

Legal Brokers and/or Sub Websites cannot be held responsible for any damage whatsoever, direct and/or indirect, which results from the usage of its Website, except in those cases that the damage is intentional.

Via Registration a Client declares and accepts that he agrees with the technical insufficiencies, amongst which, but not limited to, the complete or partial impossibility to access the Website, not able to Bid or lack of announcement of the most recent Bid on the Website due to a software or other problem and agree with the specific circumstances involved with a Sale via the Website.

Legal Brokers and/or Sub Websites cannot be held responsible for any loss of data, damage, direct or indirect, unlawful access to data, direct or indirect, or the distribution of viruses or any other unlawful programmes or any other consequence that can occur from the usage of the Website.

Legal Brokers and/or Sub Websites and/or Customer cannot be held responsible for any damage, direct or indirect, resulting from the indistinct, incomplete or improper information concerning a Lot on the Website and/or Folder. All information on the Website and/or Folder is provided without any guarantee, warranty or responsibility. Improperly information shall not lead to the annulment or dissolution of a Bid/Sale.

The possible mobilization of and/or reference to a third party through web links or other cannot lead to any liability of Legal Brokers and/or Sub Websites and/or Customer.

The liability of Legal Brokers and/or Sub Websites shall be restricted to the amount whereto the insurance of Legal Brokers and/or Sub Websites entitles to, increased with the amount the insured is liable to pay or limited to the invoice amount for repair, damage, the lowest amount shall be applicable. Legal Brokers and/or Sub Websites cannot rely on this restriction in case of negligence and/or intentional.

Article 11 -Confidentiality

Any information communicated by one party and which is considered and indicated as confidential, shall only be used for the purposes of which the information was provided. This information shall only be communicated to employees or advisors under the same level of confidentiality.

The obligation concerning confidential information shall not be applicable regarding information that is or enters the public domain, which is already in the lawful possession of a party prior to its obtaining from the other party, that is compound by itself, which is developed by the receiver of the information, or which has to be disclosed due to a court order or law.

Article 12 - General Provisions

A Client shall be esteemed to have chosen his domicile at the offices of Legal Brokers and/or Sub Websites, as stated on the Website, for everything that relates to a Sale.

In case of any discrepancy, obscurity or contradiction between the Auction Conditions and/or Particular Conditions written in another language and the Auction Conditions and/or Particular Conditions in the Dutch language, the latter shall prevail.

Any change in and to the Auction Conditions and/or Particular Conditions shall be sent by Legal Brokers and/or Sub Websites to a Client by e-mail and/or ordinary letter and these Auction Condition shall be deemed accepted by the Client unless he explicitly appeals against these changes within the one (1) business day after the mailing by e-mail or within three (3) business days after an ordinary letter. Further access to the Website shall be denied to a Client when that Client appeals against changes made to the Auction Conditions and/or Particular Conditions.

Client cannot transfer nor the Agreement, nor any rights and/or obligations rising from this Agreement, to any third party.

All prior engagements, orally or in writing, shall be withdrawn and replaced by these Auction Conditions and/or Particular Conditions.

Invalidity or unenforceability of any provision of these Auction Conditions and/or Particular Conditions shall not affect the validity of the Auction Conditions and/or Particular Conditions in general. The invalid provision shall be replaced by another provision that reflects the purpose of the invalid provision.

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Article 13 - Applicable Law and Jurisdiction

The courts of Antwerp shall be solely competent to examine all arguments concerning the interpretation and/or execution of these Auction Conditions and/or Particular Conditions. These Auction Conditions and/or Particular Conditions are subject to Belgian Law.

Specific conditions

Article 1 - Payments

From the moment a Client has been appointed as Buyer, the latter shall have to pay the complete Purchase Amount, or by transfer on the account number of Legal Brokers, as communicated on the Website and/or Folder and/or Particular Conditions, or by Bank Cheque in favour of Legal Brokers, or by any other approved payment method by Legal Brokers as made knowable on the Website and/or Folder and/or Particular Conditions. All payments have to be made in Euro. If payment is made in another currency than the Euro, the Buyer shall be bound to pay any conversion cost. The payment of the Purchase Amount has to be made within one business day after definitive allocation. Buyers from outside the European Union are not allowed to pay in cash or by Bank Cheque. If payment is not received at a Sale by Legal Brokers within the aforementioned period or within the period as described in the Particular Conditions, the Buyer shall be bound to pay late payment interest at a rate of 9,5% yearly on top of the Purchase Amount. Or if payment is not received with a Sale by Legal Brokers within the aforementioned period or within the period as described in the Particular Conditions, the regulations concerning termination - as mentioned hereinafter - will be applicable. Legal Brokers and/or Customer are free to choose which aforementioned method they want to use.

In case of refusal from or insolvency of the Buyer to proceed with the payment of the Purchase Amount (hereinafter referred to as the "Terminator") Legal Brokers and/or Customer may choose to or to allocate the Lot to the Second highest Client, or to replace the Lot in a Public Sale. The Terminator shall be liable for any damage, amongst which, but not limited to, the cost relating to a new Sale and the difference between the then received highest Bid and the Bid from the Terminator. Legal Brokers is entitled to erase and/or avert the Terminator from his files.

An EU-Buyer shall not be obliged to pay any VAT on the purchase of one or more Lots in case the EU-Buyer can deliver to Legal Brokers, at the collection of a Lot, a written declaration in best of his knowledge concerning the transfer of the Lot outside the boarders wherein the Sale has taken place (also known as an "intra-community" traffic). Non-taxpayer Buyers, being private persons, and non EU-Buyers, being legal entities from outside the European Union, are bound to pay VAT on a purchased Lot. VAT paid by non EU-Buyers will be refunded within 15 days after the submission of a valid export document.

After integral payment of and receipt of the Purchase Amount an invoice or allocation document, per Lot or per combined Lots, shall be issued by Legal Brokers on the delivery date of a Lot, as mentioned hereinafter in article 7 of the Auction Conditions. In case an allocation document is issued a definite invoice shall be issued by Customer and shall be sent on to the Buyer at the last known address by Legal Brokers and/or Customer.

The ownership title shall pass to the Buyer as soon as the Purchase Amount has been paid to and was received by Legal Brokers, integrally and without any restrictions.

Article 2 - Collection/Delivery

If a lot is assigned to the buyer, the buyer will receive an attribution document. In this document the buyer will find the description of the lot which is assigned, with the payment terms, specification of reference and account number. This attribution document can always, at all times, be revoked unilaterally by Legal Brokers.
From the moment the Buyer has fulfilled his payment obligations, as described in article 6 of the General Conditions (Aricle 2 of the Specific Conditions), the Buyer shall be entitled to collect the Lot. When a Lot has been bought at a Lot Auction, the Buyer shall have to collect the Lot within five (5) business days at the offices of Legal Brokers or any other place where that Lot is located. With regard to a Group Auction, the Lots shall have to be collected within the time frame as indicated in the Particular Conditions.
Legal Brokers and/or Customer is entitled to move, store, deliver and/or collect a Lot at the expense and risk of the Buyer if that Lot is not collected by the Buyer within the given time frame.

In case one or more Lots impede the collection of a Lot or make it impossible to collect a Lot, Legal Brokers and/or Customer shall summon the Buyer of the first mentioned Lot(s) by e-mail and/or registered letter and/or ordinary letter, at the last known address by Legal Brokers and/or Customer, to collect these Lots immediately, as further defined in that writing.

Buyer shall remove a Lot, at his expense and risk, in a professional and duly manner without causing any damage to building and/or other Lots. Buyer shall be responsible for any damage whatsoever at the removal of a Lot and will be responsible for his co-workers, subcontractors, agents and/or assistants.

Any cost relating to a possible evacuation, transport, dismantling, demolition and any other possible cost with regard to the remarketing and/or removing of a Lot shall be bourn by the Buyer.

No cutting, weld, dismantling or other activities can be executed than with a prior written approval from Legal Brokers and/or Customer and provided that the Buyer can demonstrate that he is properly insured against any and all damages. Legal Brokers and/or Customer are entitled to demand a security deposit from the Buyer prior to the collection of a Lot if, at the judgment of Legal Brokers and/or Customer, this seems necessary to obtain certainty of payment in case of a potential damage.

If one or more Lots cannot be delivered because of a claim made by a third party and/or the collection of a Lot could cause unacceptable damage to building(s) and/or premises whereof, whereto or wherein a Lot is found, or the removal could be considered as problematic, Legal Brokers and/or Customer are entitled to dissolve the Sale of one or more Lots. Legal Brokers and/or Customer shall inform the Buyer by registered letter or letter regarding the aforementioned and Legal Brokers and/or Customer shall not be obligated to refund the received amounts, with regard to the Sale of these Lots.

Article 3 - Non On-line Registration at a Public Sale

It is possible to participate at a Public Sale without Registration provided that the participant is able to provide sufficient identification. For private persons a valid identity card is required, for legal entities a valid VAT-number and/or registration number is required together with a document that demonstrates that the participant can legally commit that legal entity (proxies, Memorandum of association, etc.).

The public servant, present at a Public Sale, disposes of the possibility to verify the identity data of a potential participant via external databases etc.. Legal Brokers and/or Customer can refuse the participation of a potential participant without providing any reason.

Legal Brokers is entitled to store the provided Personal Details from the potential participant and to Register that participant.