

# TERMS OF USE FOR LANDBRUKSAUKSJON.NO

## 1. GENERAL CONDITIONS

These Terms of Use apply to the website Landbruksauksjon.no and other sites affiliated with Landbruksauksjon.no. Please familiarise yourself with all of the content before using Landbruksauksjon.no. In order to gain access to Landbruksauksjon.no, you must accept our Terms.

Our services are only available to and can only be used by persons who in accordance with Norwegian law are permitted to enter into legally binding agreements. If you are under 18 years of age, you must be given permission from your parents to register. Upon signing up, you confirm that possible consent has been obtained.

Upon registration, an agreement is entered into between the user and Landbruksauksjon.no. We save and store your data in a secure manner (reference is also made to our Privacy Policy of 13.08.19).

Landbruksauksjon.no is used for purchases and sales of agricultural equipment between private parties or businesses.

Landbruksauksjon.no AS is the proprietor of Landbruksauksjon.no and facilitates auction sales via Landbruksauksjon.no.

The Terms apply to all use of Landbruksauksjon.no and determine the rights and duties between the Users.

In the Terms of Use, the following definitions apply:

**'Agreement'** The Purchase Agreement between the Buyer and Seller

**'User'** Any party that has created a user profile

**'Bidder'** The party that submits a bid

**'Buyer'** The party that purchases a product

**'Seller'** The party that sells/advertises a product

**'Product'** The item for sale with natural accessories

**'Business Day'** Monday to Friday, except for statutory holidays

## 2. LANDBRUKSAUKSJON.NO

Landbruksauksjon.no is the proprietor and intermediary of the portal where trade is conducted and is not jointly and severally liable with the Seller.

Landbruksauksjon.no is not the Seller or otherwise a party in the agreement between the Buyer and Seller. All rights and duties apply between the Buyer and Seller and are at the Buyer's and Seller's own risk.

Landbruksauksjon.no is not liable for the Product that is being sold, nor for the quality, safety, lawfulness, existence or other

## TERMS OF USE FOR LANDBRUKSAUKSJON.NO

matters relating to the Product. Landbruksauksjon.no is not liable for the veracity and/or completeness of the information stated in advertisements/auctions, or otherwise provided.

Landbruksauksjon.no is not liable for breaches on the part of the Seller or Buyer, nor is it liable for losses these parties might suffer as a result of such breaches.

Landbruksauksjon.no does not guarantee the timely payment for the products or delivery of the products.

### 3. REGISTRATION

In order to use Landbruksauksjon.no, you must register a user profile. In order to conduct trade on Landbruksauksjon.no, you must have a delivery address in Norway (with the exception of Svalbard and Jan Mayen). The registration is free of charge and is non-binding.

You are personally responsible for all information about yourself being correct and up to date. On request, the Users also undertake to verify information in relation to Landbruksauksjon.no.

Once you have read through the Terms of Use and accepted the content, you will be given access to the auction sites and will be able to submit bids and create new auctions.

You must take good care of your password. You are personally liable for unauthorised use of your User, including losses suffered by other Users or Landbruksauksjon.no as a result of such use. If you suspect

that someone else has gained access to your account, you must immediately change your password and notify us.

Upon registration, you must actively decide whether or not you consent to receiving newsletters and other relevant information from us. Your possible consent may at any time be withdrawn by contacting us.

If a User breaches their obligations pursuant to these Terms, or otherwise displays unwanted conduct, Landbruksauksjon.no reserves the right to block or ban the User. Landbruksauksjon.no cannot be held liable for the User's consequences resulting from blocking or bans from the service.

### 4. SELLER – THE AUCTION ADVERTISEMENT AND SALE OF THE PRODUCT

Only one product may be sold per auction, though exceptions can be made for accessories that naturally accompany the Product. However, it cannot be optional to bid with or without the accessories.

By publishing the advertisement on Landbruksauksjon.no, the Seller confirms having the necessary rights to sell the Product.

The Seller is liable for the advertised Product satisfying or meeting the standards and possessing the qualifications that are stated in the advertisement. The Seller is at all times fully liable for the content of the advertisement, as well as for

## TERMS OF USE FOR LANDBRUKSAUKSJON.NO

information and specifications that are provided to the Buyer directly.

The Seller may include an “as-is” reservation. Such a reservation, however, does not limit the Seller’s duty to provide information regarding the item pursuant to the rules in the Norwegian Sale of Goods Act/Norwegian Consumer Purchases Act.

If items are sold via a bankruptcy estate, secured creditor or others with limited knowledge of the Product, this shall be stated specifically in the advertisement. In such circumstances, the Seller has no duty to conduct inspections of the Product. The Seller is therefore not answerable for deficiencies of the Product regarding which the Seller did not have positive knowledge.

Products on Landbruksauksjon.no are sold free of any encumbrances and free of owed taxes and charges, unless otherwise is stated in the advertisement. Possible deletion of encumbrances occurs at the Seller's expense and as soon as possible after the Product is sold.

The Seller is responsible for inspecting whether the sale of the Product is subject to value-added tax and providing information thereof in the advertisement.

Landbruksauksjon.no reserves all rights to approve advertisements prior to publishing, as well as to reject advertisements that are inaccurate or deficient. If your advertisement is not approved, we will contact you to correct the advertisement so that it complies with our requirements. In case of suspected irregularities in relation to

the item for sale or other conditions, the advertisement may be permanently rejected.

Landbruksauksjon.no reserves the right to at all times determine *which* items are advertised and reject unwanted items.

Upon creation of a sales advertisement on Landbruksauksjon.no, the Seller undertakes not to sell the Product outside of Landbruksauksjon.no.

For sales that are communicated via Landbruksauksjon.no, a fee is paid to Landbruksauksjon.no. The fee to Landbruksauksjon.no is deducted prior to disbursement of the purchase price to the Seller. An overview of the applicable rates is available via this [link](#) and is subject to change without prior notice with a 30-day time limit. It is the applicable rates as of the publishing of the individual advertisement that apply.

Landbruksauksjon.no is entitled to a fee regardless of deficient or incomplete fulfilment of the agreement between the parties.

The fee to Landbruksauksjon.no shall also be paid in the event that a bid has been received above the minimum price, but where reservations on the part of the Seller entail that the sale nevertheless cannot be completed.

If the Seller breaches Landbruksauksjon.no's Terms of Use and sells the Product outside of the service, both a fee and an interchange fee are incurred, cf. Clause 7.

### 5. BUYER

## TERMS OF USE FOR LANDBRUKSAUKSJON.NO

When products are sold with an “as-is” reservation, the Buyer is urged to inspect the Product in greater detail. This entails that the Buyer cannot invoke deficiencies, errors or reservations regarding the Product that he would have become aware of during an ordinary inspection.

If the Buyer has requested special information or a description of the condition and quality, the Seller is fully answerable for the information that has been provided, even if the Buyer's own inspection of the Product ordinarily would have uncovered errors in the Seller's information.

The Buyer is personally liable for possibly obtaining the necessary permits for own use of the Product.

### 6. AUCTION RULES – BIDDING RULES AND CONCLUSION OF CONTRACT

It is not permitted to bid on own auctions or the auctions of others for the purpose of raising the sales price. Such agreements are to be considered prohibited competitive limitations and are subject to Section 10 of the Norwegian Competition Act. Breaches of this provision will result in a permanent ban from Landbruksauksjon.no.

Fake bids, document forgery and fake products, as well as other attempts at scams will be reported to the police and will result in a permanent ban from Landbruksauksjon.no.

Upon creation of the advertisement, the Seller determines the ‘**Starting Price**’, ‘**Minimum Price**’ and ‘**Duration of Auction**’. The Seller may also decide to activate the “Buy

Now” function with a fixed purchase price.

‘**Starting Price**’ corresponds with the first possible bid. The Starting Price may be less than the Minimum Price.

‘**Minimum Price**’ means the lowest Purchase Price the Seller accepts for the sale. Upon receipt of a bid equal to or greater than the Minimum Price, the bid will automatically be accepted at the end of the Duration of Auction.

‘**Duration of Auction**’ is the pre-determined sales period. If, within the last hour of the auction, a new highest bid arrives, the Bidding Period will be automatically extended by 5 minutes.

In case of technical difficulties with the service, Landbruksauksjon.no reserves the right to assess whether ongoing auctions shall be extended. Both the Seller and Bidders will be informed of a possible extension of the Duration of Auction.

A submitted bid is binding once it has been registered on Landbruksauksjon.no or otherwise received by Landbruksauksjon.no.

‘**Minimum Bid Increase**’ The Seller may upon creation of the auction determine the amount for Minimum Bid Increase.

‘**Buy Now Function**’ The Seller may upon creation of the auction determine whether the Product can be purchased using a Buy Now function.

The bid will thereby become binding throughout the Bidding Period or until a new and higher bid is

## TERMS OF USE FOR LANDBRUKSAUKSJON.NO

registered or the auction is cancelled by Landbruksauksjon.no. The bidder cannot withdraw the Bid during the Duration of Auction.

If the highest submitted bid is equal to the Seller's Minimum Price, the bid will automatically be accepted.

Bids exceeding or equal to the Minimum Price or purchases via the "Buy Now" function entail the conclusion of a binding Agreement between the Seller and the Bidder (hereafter referred to as Buyer). The Agreement is binding upon the parties even if no separate purchase agreement has been signed.

Landbruksauksjon.no recommends the use of a purchase agreement. We have prepared a standardised purchase agreement that is available to the Buyer and Seller upon conclusion of contract.

Unless otherwise has been separately agreed with the Seller, the Buyer accepts that the Terms of the agreement, in addition to the purchase price, are determined in accordance with Landbruksauksjon.no's standard purchase agreement. If the Seller or Buyer so demand, the other party is obliged to contribute to the use of a purchase agreement.

The Seller may choose to purchase additional services for their advertisement. Additional services are paid for when placing the order. An overview of additional services and applicable price sheet are found via this [link](#).

### 7. PURCHASE PRICE

The highest bid with the addition of possible value-added tax constitute the purchase price ('**Purchase Price**') for the Product.

In addition, there is an interchange fee for each Product that is purchased via the service. An overview of the applicable rates for interchange fee is available via this [link](#) and is subject to change without prior notice with a 30-day time limit

Landbruksauksjon.no is entitled to an interchange fee regardless of deficient or incomplete fulfilment of the agreement between the parties.

The interchange fee is due for payment at the same time as the Product. The Purchase Price plus the interchange fee constitute the total sum ('**Total Sum**') for which the Buyer is fully answerable.

Landbruksauksjon.no is not liable for taxes and charges relating to the Product or the sale of the Product and the Buyer or Seller has a duty to pay the taxes and/or charges that are incurred with the purchase of the Product.

If the Product is to be shipped to the Buyer, additional costs for freight, insurance etc. ('**Additional Costs**') are incurred by the Buyer unless otherwise is agreed between the Parties. Additional Costs are settled directly between the parties.

If the Buyer does not pay the Additional Costs, this does not constitute a deficiency, and does not prevent the disbursement of the Purchase Price to the Seller.

### 8. PAYMENT

## TERMS OF USE FOR LANDBRUKSAUKSJON.NO

Once the auction is concluded, Landbruksauksjon.no will send an invoice in the amount of the Total Sum to the winner of the auction (Buyer) within two – 2 – Business Days. An invoice is sent to the Buyer's email and has a due date of seven – 7 – days. Payment is made to Landbruksauksjon.no's client account.

If the Total Sum has not been paid to Landbruksauksjon.no's client account no later than 14 days after the expiry of the payment due date as specified on the invoice, the matter is considered a material breach of the Agreement. Remedies for breaches, cf. Clause 13, below, may then be invoked.

Claims to offset the Purchase Price against other claims the Buyer has against the Seller cannot be invoked.

### 9. SHIPMENT AND/OR RELEASE OF THE PRODUCT

Once the Total Sum has been paid to Landbruksauksjon.no's client account, the Seller is notified of the payment. The Seller shall then, without undue delay and at the agreed time, prepare the Product for delivery. The Buyer will then be notified of the shipment and receive a notification on the Landbruksauksjon.no website and by email.

Unless the parties have agreed otherwise, the Product shall be picked up by the Buyer at the Seller's stated address ('**Delivery**'). A deviating delivery address shall

be agreed specifically between the Parties.

Delivery shall be made upon handover/shipment within 14 Business Days from the time the Seller receives a notification of the payment.

If Delivery is not to occur within 14 Business Day, information regarding a deviating delivery time shall be stated in the auction information. Upon submitting the bid, the Buyer consents to the deviating delivery time.

The risk relating to the Product is transferred from the Seller to the Buyer once it is handed over to the Buyer or the representative designated by the Buyer (including transporter).

If the Product is shipped, the risk is transferred from the Seller to the Buyer once it has been handed over to the agreed upon transporter.

If the Product is not delivered within 14 Business Days from the conclusion of the agreement, or otherwise agreed upon time for Delivery, and this is due to matters on the part of the Buyer, the risk for the Product is transferred from the Seller to the Buyer at the agreed time of Delivery.

If the Buyer has not obtained the purchased item by the agreed handover/pick-up date, the item will be shipped to the storage facility of Landbruksauksjon.no in Vinstra, and costs of storage and shipping will be charged to the Buyer. If no specific handover/pick-up date has been agreed, the item shall be retrieved no later than 30 days from the trade was confirmed. Costs of

## TERMS OF USE FOR LANDBRUKSAUKSJON.NO

storage rental with Landbruksauksjon.no as of 1.11.21 are NOK 100 per day for items with a sales value less than NOK 20,000 and NOK 200 per day for items with a sales value greater than NOK 20,000. The Buyer is not entitled to receive the Product before storage rental and possible additional costs have been paid.

Once the Product has been received by the Buyer, the Buyer shall promptly and without undue delay inspect whether the Product corresponds with the information provided in the auction or directly from the Seller. In case of deviating delivery, the Buyer undertakes to notify the Seller and Landbruksauksjon.no regarding the matter within 14 days from the handover/pick-up.

If the Buyer fails to notify the Seller or Landbruksauksjon.no within the established time limit, the amount will be disbursed to the Seller. In case of deviating delivery or a need for more detailed inspections, the Buyer and Seller must contact Landbruksauksjon.no for an adjustment of the time limit.

In case of disagreements regarding the conditions of the Product which are not obviously baseless, Landbruksauksjon.no will withhold the Buyer's payment until the dispute has been solved by agreement or legal proceedings, cf. clauses 10 and 11, below.

### 10. DISBURSEMENT OF THE PURCHASE PRICE

Disbursement ('Disbursement') of the Purchase Price occurs when:

1.

- i. **Disbursement of the Purchase Price occurs within 14 days or when the Product is delivered within two weeks.**
- ii. **The Buyer and Seller agree that disbursement shall occur.**
- iii. **The Buyer, in response to a direct request from Landbruksauksjon.no, has not objected to the disbursement.**
- iv. **There is a final and enforceable judgement that determines how the Purchase Price shall be paid.**

If, on the contrary, Landbruksauksjon.no receives notification from the Buyer that payment shall not occur, the disbursement will be withheld until there is a basis for disbursement in accordance with clauses i) – iv), above, or a basis for a refund pursuant to Clause 11, below.

### 11. REFUND OF THE PURCHASE PRICE

Provided the Purchase Price has not been disbursed to the Seller, Landbruksauksjon.no shall refund ('Refund') the Purchase Price to the Buyer, if:

1.
  - i. **The Buyer and Seller agree that a Refund shall occur.**
  - ii. **There is a final and enforceable judgement that determines how the Purchase Price shall be distributed.**
  - iii. **The Buyer otherwise substantiates that the**

## TERMS OF USE FOR LANDBRUKSAUKSJON.NO

### **Seller is not entitled to the Purchase Price.**

The rules regarding Disbursement pursuant to Clause 10, above, and Refund pursuant to this Clause correspondingly apply in case of partial disbursement or partial refund of the Purchase Price.

Landbruksauksjon.no's fee (Seller) and interchange fee (Buyer) are calculated based on the full Purchase Price and deducted before all or parts of the Purchase Price are Refunded to the Buyer. Possible deviating distribution of costs shall be settled directly between the Parties.

Breaches on the part of the Seller may entail a right to cancellation of the agreement pursuant to Clause 13 and a full Refund to the Buyer. The Seller is in such circumstances answerable for all costs in connection with the transaction, including the Buyer's interchange fee. The interchange fee is due for payment with the Refund of the Purchase Price, including the interchange fee to the Buyer and shall be settled within 14 days.

In case of inadequate feedback from the Buyer or the Seller, Landbruksauksjon.no cannot be held liable for possible errors in disbursement/Refund.

### **12. CANCELLATION**

The Buyer cannot cancel an ongoing auction.

Landbruksauksjon.no may at the request of the Seller or on its own initiative delete ongoing auctions, also in case of ongoing auctions if it emerges that the auction

advertisement is incorrect or deficient. Landbruksauksjon.no also reserves the right to delete active advertisements based on its own assessments.

In case of cancellation of an ongoing auction, neither the Seller nor Bidders may present any claims against Landbruksauksjon.no.

### **13. PAYMENT DEFAULT**

If the Purchase Price is not paid by the due day, the Buyer shall pay interest corresponding to the at all times applicable interest on overdue payment until payment is made.

Payment default exceeding 14 days will in any case be considered a material breach on the part of the Buyer and entails that the Seller may cancel the agreement.

### **14. GENERAL LIABILITY LIMITATIONS**

#### **14.1. Functionality of the website**

The service only covers the functionality and properties that are at all times functional (as-is). The Users cannot present claims against Landbruksauksjon.no as a result of computer errors, downtime, operational disruptions, data losses, deficient registration of bids or other technical problems relating the service.

#### **14.2. Other provisions**

Landbruksauksjon.no is not the Seller or a party in any agreements between Buyer and Seller and is not liable for possible breaches by the Seller or Buyer or losses these



## TERMS OF USE FOR LANDBRUKSAUKSJON.NO

parties might suffer relating to the content in or fulfilment of the Agreement (including the advertisement). The Buyer waives the right to any claims against Landbruksauksjon.no, its representatives and employees that might arise in connection with or in the context of any sale that occurs via the service, including (but not limited to) any claim in connection with the description of the Product.

Landbruksauksjon.no cannot be held liable for acts or omissions that result from misunderstandings or legislation, the purchase agreement or these Terms that result in incorrect disposal of the Total Sum.

Possible liability on the part of Landbruksauksjon.no is conditional on Landbruksauksjon.no displaying gross negligence or intent in acts of omissions and is in any case limited in relation to indirect losses on the part of the User.

The Users undertake to indemnify Landbruksauksjon.no for any costs or losses that are possibly incurred as a result of Landbruksauksjon.no becoming a party in a dispute between the Users and other parties, including disputes relating to claims concerning Disbursement/Refund of the Purchase Price/Total Sum.

### 15. OTHER CONDITIONS

#### 15.1. Bid log

Our systems generate a bid log. The bid log shows the time the bid is received, the bidder's username, the size of the bid and the time of acceptance or rejection.

Both the Buyer and Seller may, following a completed auction, request a complete bid log. An anonymised bid log will be visible to all bidders. Right of access also applies where the bidding round did not result in a sale.

#### 15.2. Changes to the Terms

Our Terms are subject to change and we will send you a notification by email if changes are made to the Terms. An updated version of our Terms of Use is available at [www.landbruksauksjon.no](http://www.landbruksauksjon.no).

#### 15.3. Sale of Goods Act and Consumer Purchases Act

The User Agreement's provisions are supplemented by the Norwegian Sale of Goods Act/Norwegian Consumer Purchases Act ('**Background Law**'), unless otherwise has been agreed.

In case of discrepancies between provisions in this Agreement and mandatory provisions in the Background Law, the Background Law takes precedence.

#### 15.4. Dispute resolution

The Agreement and any disagreements relating to the Agreement, whether or not they are regulated by contract, are subject to Norwegian law and the legal venue is Innrøndelag District Court.

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