

## Klaravik Terms & Conditions

Klaravik AB, hereinafter referred to as Klaravik, is a privately-owned auction company that represents and has sales assignments for small and big companies, municipalities and bankruptcies. Klaravik's mission is to convey items to the highest bidder from the clients through an online auction.

**Klaravik mainly caters to professional buyers, therefore prices are excluding VAT.**

Please consider the Swedish version of our Terms & Conditions to keep up with the latest updates and note that it always prevails over this English translation.

### **AUCTION**

All items on klaravik.se are sold on auction. Bids can be placed around the clock at the website. The auction ends at the time specified in each auction. The auction is extended with a threeminute interval if someone places a higher bid within three minutes from the specified closing time.

Klaravik disclaims all liability for damage, loss, consequential damages that may be incurred by the bidder or the bidder's client due to technical error, communication problems, etc. Klaravik also has no responsibility for bids not being registered or for contact not being established.

Klaravik will contact the winner of the auction within 72 hours via email or telephone. Sent invoice is considered as an established contact.

### **SELLERS**

Sellers are the clients who have commissioned Klaravik to sell items. Klaravik's clients consist mainly of municipalities, companies, finance companies, bankruptcies and estates.

You always buy the product from the client, Klaravik is only the mediating party in the deal.

### **BUYERS**

You register as a bidder / buyer at Klaravik.se, all buyers are previewed and therefore your registration can take a few hours before you have been approved. You can register as a Swedish company, Swedish private person or foreign company. As a buyer, you must accept Klaravik's terms of purchase when you register an account.

In order to register a buyer account as a private person you must be 18 years of age.

Those who register under a false name run the risk of being reported to the Police.

Klaravik handles all of your personal information in accordance with the Data Protection Regulation (GDPR), which came into force on May 25, 2018. When you register as a buyer, you authorize Klaravik to use your or the company's information in order for Klaravik to fulfill its obligations to you. For more information on how personal data is processed, please refer to our Privacy Policy.

If the purchase conditions are not met, Klaravik has the right to block a buyer account.

### **BIDDING**

All bids are binding, even if your bid does not reach the reservation price at auction end. There is always an auction fee added to the winning bid.

Klaravik has no responsibility for bids not being registered.

You have the option to set an auto bid. Your auto bid is not visible to the other bidders. If two people place the same bid, the first bid is the winning one. If this happens, it is clearly visible in the bidding history.

### **OBJECTS FOR SALE**

The items being auctioned are sold in existing condition. Klaravik refers to the auction documentation and related images.

For object's with scarce condition description, it is up to the buyer to consider that these items may have hidden or unknown errors.

### **REPAIR ITEM**

If it is stated in the auction documentation that the item is a repair item, it has not received a complete check or test run. The object may have errors other than those described, and this should be taken into account when bidding. Repair items cannot be returned, and complaints cannot be made.

Passenger cars and light trucks with an estimated value under SEK 30,000 are also considered as repair objects.



## RESERVATION PRICE

Reservation price is the lowest price that the client has accepted in advance. At each auction you can see if the reservation price has been reached or not.

## WARRANTY

No warranty is given on purchased items.

## STARTING BID

All auctions at Klaravik start at SEK 100 or SEK 1000.

## FEES

There is an auction fee on the specified bid which varies in size depending on the item. The auction fee is clearly displayed on the current item when you are logged in as a buyer on Klaravik.

## VAT

All items are subject to VAT unless otherwise stated. In all cases, this is clearly displayed on the current item when you are logged in as a buyer on Klaravik.

## PAYMENT

If you are the winner in a bidding where the reservation price has been reached, an invoice will be sent to you via email from Payex. The invoice has a 7 (seven) day payment deadline.

## DUTY TO INSPECT

All items sold at Klaravik are sold in existing condition. Deficiencies and errors are sometimes found on the items being sold as they are usually used items.

As a buyer you have the duty - and the right - to inspect the items you've won. This means that you must examine and approve the condition of the item in relation to the object description upon collection. When collecting the item, Klaravik's delivery approval must be signed.

The seller is not responsible for any errors that the bidder did not discover at the time of collection. In the event that you hire a freight forwarder or agent to collect the item, it is considered as approved by you as the item leaves the client's pickup location. The client, or Klaravik, is not responsible for any errors that arise after collection.

Klaravik or the client is not liable for defects in property / property sold by bankruptcy managers or similar. These items do not apply to the Swedish Consumer Purchase Act.

## COLLECTING YOUR ITEM

To retrieve your item, your invoice must be registered as paid with Klaravik. Before picking up the item, a time and date must be booked with the seller.

Buyers are responsible for collection and possible dismantling unless otherwise stated.

The buyer has 15 days to collect the item after the auction has ended, after which Klaravik is allowed to invoice 500 SEK excluding VAT per week started after the closing of the auction.

For items that have not been picked up by the buyer or its agent within 30 working days (or other time period that may be specifically stated in the auction documentation), Klaravik is entitled to cancel the purchase and receive damages in accordance with applicable purchasing law. Klaravik is entitled to compensation for costs arising from the cancellation and for loss otherwise in accordance with applicable purchasing law. If the sale price is not sufficient to cover Klaravik's claims and the cost of resale, the buyer must pay the difference.

Klaravik has the right to recycle / discard items of low value (less than 20,000 SEK excluding VAT) that are not collected by the buyer or its agent within 30 days of purchase.

## EU SALES & EXPORT

As a foreign buyer, you are obliged to export the item from Sweden directly after collection. You are also obliged, at the request of Klaravik, to provide export proof which clearly shows that the item has been exported.

After making a purchase at Klaravik you always receive an invoice with VAT unless otherwise stated. It is important that you pay the full amount. If your account is registered as an international company and has a valid VAT number, you can request a VAT refund from Klaravik.

In order to request a VAT refund, you must submit valid export documents (as evidence of crossborder transport) to [info@klaravik.se](mailto:info@klaravik.se) no later than 10 days after the collection date. If the time limit is exceeded, we will not be able to refund the VAT.

### We need the following (EU sales):

1. A signed CMR document or a consignment note.
2. The invoice from the transport company
3. Klaravik's export declaration, which you receive when the item is collected.
4. Your company's IBAN and Swift number

### We need the following (Export outside EU):

1. Customs declaration
2. Klaravik's export declaration, which you receive when the item is collected.
3. Your company's IBAN and Swift number



## RETURN POLICY

As a bidder at Klaravik, you have no right to withdraw when bidding or from winning bids. All bids are binding.

## COMPLAINT

If a complaint is made, this must be reported to **info@klaravik.se**.

Klaravik represents the client when it comes to responsibility for errors in sales items. Complaints must be made before you have transported the item from the pickup location - the client's specified pickup location. Complaints after collection are not considered.

In the event of a complaint, the client or Klaravik does not compensate for direct or indirect losses.

Klaravik must always be notified before any repairs are carried out. Klaravik should always receive cost proposals before any repairs. You are not entitled to reimbursement if you do repairs before you have received approval for your costs by Klaravik.

In the event of a complaint, the client or Klaravik does not compensate for direct or indirect losses.

## TYPING ERRORS, PRINTING ERRORS, TECHNICAL ERRORS

Klaravik reserves itself against typos and typos on the website. We cannot guarantee that images accurately represent the items being sold. Klaravik has the right to decline sales throughout the sales process and disregard bids. Klaravik also has the right to decide whether bidding should be carried out again due to technical problems, errors or other reasons. Klaravik accepts no liability for damage, consequential damages or costs that may be incurred by the bidder or the bidder's client due to the above or if bids have not been registered, errors in network traffic, computer etc.