

IMMO-ENCHERE

A. Selling conditions

The registration conditions include the conditions by which a real estate agent can offer at auction a property via immo-enchere.be. The conditions of the real estate agent do not apply.

Article 1 - Definitions

WWW.immo-enchere.be is an online platform by which one can make a price offer on real estate properties as described in the information page. Via WWW.immo-enchere.be, the real estate agent can get into contact with the bidders by an auction sale for the property put on sale by the agent. WWW.immo-enchere.be is managed by TEAMWORK.

“**Teamwork**”: Teamwork sprl, is located Avenue de Jupille 19, 4020 Liege, Belgium and registered under number 0474.548.447.

“**Real estate agent**”: The term of real estate agent means the moral or physical person who concludes an agreement on the registration page of the website immo-enchere.be with TEAMWORK.

“**Property**”: The property the real estate agent announces on WWW.immo-enchere.be.

“**Bidder**”: The moral or physical person who makes a price offer (a bid) for a property on the website of immo-enchere.be.

“**Period of offer**”: The period within the real estate offers are organized.

“**Highest offer**”: The bidder who made the last best offer.

“**Client**”: The client of the real estate agent, it is on his behalf that the real estate agent intervenes as regards to the real estate.

“**The agreement**”: The agreement the real estate agent concludes with TEAMWORK via WWW.immo-enchere.be by the **registration form** and on which these general conditions of registration apply.

“**Attachments**”: All the appendices of the Agreement, registration conditions, **information page** and **Privacy Policy**.

“**Start Date**”: The date of the beginning of the order registration by means of the registration form.

“**Reserve price**”: The reserve price is the minimum price the customer wishes to sell his property.

“**Process**”: The Process is the follow-up of the biddings (offers) on WWW.immo-enchere.be as described in article 7.

Article 2 - Duration

The agreement comes into force at the date of the beginning of the process. The agreement remains valid until the end of the process.

The agreement can be stopped prematurely by Teamwork without any compensation for the real estate agent if:

1. The real estate agent fails to transmit to Teamwork a complete file within the 60 days after the start date of the process as mentioned in article 7;
2. If the process does not go forward by fault of the real estate agent and that 15 days after being notified by e-mail by Teamwork.
3. If the real agent commits a violation of the agreement.

In the case of a suspension of the agreement in accordance with previous paragraph, Teamwork is entitled to the fee as mentioned in article 4.

Article 3 - Authorization and exclusiveness

The real estate agent defends his client and guarantees Teamwork that he is mandated to put a property on sale on the website: WWW.immo-enchere.be that the property will be at the exclusive disposal of immo-enchere.be during the duration of the agreement. The offer of the property on WWW.immo-enchere.be is an irrevocable offer for the sale against a higher or equal amount of the reserve price.

If no sale is carried out at the end of the process by the means of immo-enchere.be, the client and the bidders have to inform WWW.immo-enchere.be, up to six months after the end of the process their intentions. If the sale is finally carried out between the client and the bidder, the bidder has to pay the appropriate fee to TEAMWORK.

The real estate agent will clearly indicate on the property and in his way of communication (posters, folders, internet...) that the property is on sale on WWW.immo-enchere.be. The real estate agent will obtain (but only for this purpose) a restricted license with the name and logo of WWW.immo-enchere.be

Article 4 - Teamwork fee

The services of Teamwork are paid for by the bidders. No fee is requested to the real estate agent or to the client except:

- a. If the real estate agent buys the data of the bidders in accordance with article 7. The services of TEAMWORK will calculate a fee of 1.000 € (+ 21% VAT);
- b. In the case Teamwork puts an end to the contract in accordance with article 2, a fee of 1.000 € (+21% VAT) will be charged as a compensation for the services of Teamwork;

- c. In the case of withdrawal of the property before the end of the process or in case of violation of the exclusiveness, a fee of 1.000 € (+21% VAT) is due to Teamwork by the real estate agent.

Article 5 - Platform

WWW.immo-enchere.be is purely a communication platform that gives the possibility to the real estate agent to get in contact with parties interested in a property. Teamwork only takes care of the technical infrastructure and the good progress of the process. Teamwork does not interfere and does not answer for the sale of a property. The formulation of an offer on the website immo-enchere.be by the bidders does not necessarily lead to a sale. A purchase/sale can be carried out after the end of the process between the client and the bidder when they have signed a contract according to the rights in force.

The real estate agent will inform the client of the exact range of the services of Teamwork as well as the functioning and the goal of the website WWW.immo-enchere.be.

Article 6 - Bidders

Teamwork invites the bidders to inform the real estate agent during the period of the auction on the WWW.immo-enchere.be site which price offer they wish to emit for the property. Teamwork will request information about the bidder on basis of which Teamwork will admit or not the bidders to the process. The requested information will be provided willingly by the bidders and are not controlled by Teamwork. No guarantee can be given as to the exactitude of this information. Teamwork cannot guarantee that the bidders have sufficient means to purchase the property or if they are really going to take action.

An offer placed is a promise and constitutes for the bidder an agreement to purchase the property at the proposed price and at the required conditions. However the bidders dispose of 7 working days after registering their bid to give up it.

Article 7 - Process

The process on WWW.immo-enchere.be takes place as follows:

1. The real estate agent transmits to Teamwork by means of immo-enchere.be a complete file. This file is composed of:
 - a. A detailed description of the property;
 - b. An estimation report of the property dated less than three months and delivered by an independent expert;
 - c. A certificate of the land of the property;
 - d. An expert report of the electrical installation of the property;
 - e. Any relevant information concerning the property; rights, duties and/or eventual charges;
 - f. A project of the purchase/sale contract ;

- g. The reserve price of the client: the reserve price cannot be higher than the value sale of the mutual agreement as mentioned in the estimation report of the property;
 - h. The agreement signed in two copies.
2. After reception of the complete file of the real estate agent, the real estate agent and Teamwork decide by mutual agreement to fix two days of visit as well as a date for the end of offer period.
3. If at the end of the bidding period, the reserve price is reached, the data of best bidder is transmitted to the real estate agent, after that the best bidder has paid the fee to Teamwork. If the best bidder does not pay the fee to Teamwork or if there is no agreement of sale/purchase with the best bidder, the data of the next best bidder will be transmitted to the real estate agent under the same conditions. This can be repeated for all the bidders who have made an offer higher than the reserve price. The real estate agent can always proceed to the purchase of the data of the ten best bidders (if they exist).
4. If at the moment of the closing time of the bidding period, the reserve price has not been reached Teamwork will not give the data of the bidders to the real estate agent. If the real estate agent wants it nevertheless, he can eventually proceed to the purchase of the data of ten best bidders (as far as they exist and that they give their consent).
5. **Any purchase/sale of the property does not take part of the process.**

Article 8 - Responsibility of the real estate agent

The real estate agent commits himself to act according to the law in force (code of conduct IPI) and the regulation of WWW.immo-enchere.be, he commits himself to never have illegal activities and/or transfers for purposes which are differently reprehensible.

The real estate agent commits himself to not use messages or the data that are unlawful, threatening, abusive, discriminatory or otherwise harmful. When loading or diffusing the data, the real estate agent commits himself not to diffuse data that violate the copyrights, trademarks or the data base rights of third party.

The real estate agent commits himself not to use methods, software or routines that may harm the protections used by Teamwork, nor to circumvent them or reduce their functions to nothing, to disturb the good functioning of the process of WWW.immo-enchere.be or to even try it.

During the registration process, the real estate agent chooses a code and a password. The real estate agent is responsible for the confidentiality of this account, of his password and access code. The real estate agent is thus responsible for all the activities done under his access code, for example the issue of an offer.

The real estate agent accepts the responsibility for all the acts carried out under his account and his password. If the real estate agent notices a fraudulent use or any other security problem, he must inform Teamwork immediately and immediately change his password via his account.

The real estate agent is the only person responsible for all the information provided to the clients of Teamwork and/or to thirds as regards to the property. The real estate agent

recognizes the fact that Teamwork is a platform of communication, and in case of disagreement with the bidders and/or customers, he will preserve Teamwork, as regards to the claims of the client and third party. The real estate agent has the full responsibility of a correct and legal sale of the property as well as all the formalities that must be realized.

The real estate agent will preserve Teamwork of the payment of the amounts that Teamwork should have to pay by negligence of the real estate agent to thirds or for all damages that could result from this for Teamwork, including the costs of the process.

In addition to all the other recourse at his disposal, Teamwork can according to its own discretionary choice, send a warning to the real estate agent, suspend or terminate his account, suspend his affiliation for a certain time, or refuse to give him the services, if he should violate the registration conditions or the attachments, or if Teamwork estimates that the acts or the behaviors of the real estate agent affect Teamwork or thirds. The stop by Teamwork of the services mentioned in this paragraph cannot give place to any kind of compensation.

Teamwork is entitled to take any decisive action that according to his judgement are necessary for the good functioning of the auction. This means that Teamwork has the right :

1. To refuse emitted offers;
2. To exclude the bidders of the bidding process ;
3. To stop, postpone or cancel the process.

Article 9 - Restricted guarantee and restriction of Teamwork's responsibility

Teamwork guarantees that WWW.immo-enchere.be will continuously satisfy the technical standards in force and that the website has been developed according to the rules. Teamwork does not guarantee that the website is free from small errors and bugs, but only that they cannot be prejudicial for the use of the platform by the real estate agent. Teamwork endeavors constantly to put WWW.immo-enchere.be at disposal but does not guarantee a breaking of the server, Teamwork guarantees only that if the services cannot be provided at that time, they will be again as soon as possible once the server of immo-enchere.be will be available again.

Teamwork puts immo-enchere.be at disposal "in the state it is" and well-known by the real estate agent. Teamwork does not guarantee that the functions on WWW.immo-enchere.be answer the conditions of the services of the real estate agent, or that immo-enchere.be functions in agreement with the hopes of the real estate agent. Except as explicitly stipulated in the registration conditions, Teamwork does not give any guarantee of any kind, explicit or implicit, including the guarantee as regards to the aptitude for a specific goal.

Teamwork will not be in any way responsible for the damages of the real estate agent or the client whatever the connection for the use of immo-enchere.be or the services of Teamwork, nor of any other damage, like the loss of an opportunity, the loss of income, the progress of the thirds, etc Teamwork does not answer in any manner for the acts and/or statements of the bidders.

The responsibility of Teamwork for damages, caused, directly or indirectly and attributable to Teamwork, will be limited to the repair of the starting of the services such as for example the organization of a new process. In no case will Teamwork be responsible in case of a no sale hoped or planned.

In no case will Teamwork be responsible, towards a real estate agent or towards a third for a sum exceeding 1.000€.

Article 10 – Protection of the data

As part of the agreement, Teamwork will give the real estate agent the personal details concerning the bidders as mentioned in article 1 of the law concerning privacy policy of 8 December 1992. The real estate agent guarantees to use this personal data only during the conciliation of the sale of the property and in agreement with the above mentioned law. The real estate agent will preserve Teamwork for all the amounts payable to thirds by violation of this article from the real estate agent for any other damage caused to Teamwork, including the costs of processes.

Article 11 - Intellectual property

All intellectual property rights , including the title deed of immo-enchere.be , but not limited to marketing activities, registered trademark, domain name, trademark, software, logo, image, drawing, texts, documentation, photographs, films, data banks and website as well as all adaptations and modifications belong to Teamwork or a third supplier with license of Teamwork.

All intellectual property rights on the title deed about the property of the data put at disposal by the real estate agent on immo-enchere.be, including but not limited to trademarks, company names, logos, images, drawings, texts, documentations, photographs and films, remain unchanged.

Article 12 - Exchange

All exchanges between the real estate and Teamwork:

1. Can be done in French or Dutch;
2. Can be done by e-mail and are supposed to be received within the 24 hours after that are available in the email box of the receiver.

Article 13 - Others

If Teamwork is not able to act against an act of the real estate agent, this does not mean he gives up his right to act later against similar acts of the real estate agent.

Teamwork and the real estate agent are independent. The agreement does not create a company, a partnership, a joint venture or employee-employer relationship but well a relation of franchisor with franchisee.

The Belgian Law is only of application for all the agreements between Teamwork and the real estate agent. Only are the Courts of Brussels qualified to judge disputes which could result from this. Teamwork reserves the right to assign the real estate agent in front of another competent court.