



## Bidding conditions

**BUREN**  
LEGAL | TAX | NOTARY

2024

The following bidding conditions apply when making a bid for the assets in bankruptcy. You can make an indicative bid only after signing a non-disclosure agreement (NDA). Upon receipt of a duly executed NDA, you will receive further information after which you can make an indicative bid.

An indicative bid must in any case meet the following conditions:

- the offer is made as soon as possible, but no later than the date set for it;
- the offer is as concrete as possible and also provides a detailed description of your organization and the way in which the business will be continued or restarted;
- the offer must be subdivided into an offer for the individual assets and goodwill. If you also wish to employ staff this should also be made sufficiently clear;
- partial bids on assets are possible;
- bids should be made excluding any VAT that may be due.

**Important notice:** The bankruptcy trustee is free to take into account all circumstances that he considers relevant when deciding whether or not to accept bids. The trustee is not bound by the highest bid. The trustee does not grant exclusivity in negotiations to any of the participants in the sale process. In the interest of the joint creditors and/or the employees, the trustee is free to reach an agreement with parties outside of the bidding process. The bidding process may be modified by the trustee without giving any reason. The contents of an information memorandum are indicative and do not qualify as

an offer to conclude an agreement or an invitation to enter into negotiations. Any transaction will be conducted under the usual terms and conditions in a bankruptcy, at the sole discretion of the trustee, as well as under indemnification of the trustee in capacity and in person. The trustee shall not provide any guarantee or indemnity, including with respect to the scope and existence of the business or assets to be transferred or with respect to third party rights. The consequences of (exercising) rights to the assets or any actual impediments shall beat the prospective buyer's expense and risk, without any right to compensation against the trustee. The company or assets are accepted by the prospective buyer in the condition they are in at the time of transfer. Any agreement with the trustee is subject to the signing of a purchase agreement under conditions conducive to the trustee and subject to the approval of the supervisory judge. The above conditions are not necessarily exhaustive. Additional conditions will be included in the written purchase agreement. In case of deviation between the present conditions and the conditions in the purchase agreement, the further conditions in the purchase agreement shall prevail.

This document is based on information and communications obtained from directors, employees and relevant third parties, as well as financial information that has undergone limited verification. The trustee cannot guarantee the accuracy and completeness of the information received. Additional information may lead to new facts or different insights. This means that the (financial) data included in this document may also be adjusted at any time. The information cannot be construed as a recognition or waiver of any rights.