

BOEKHOUDT

CIVIL LAW NOTARY OFFICE

GENERAL CONDITIONS OF AUCTION

Terms

1. Auction The foreclosure sale of Registered Properties in public, before a civil law notary, on instructions of a mortgagee, or a judgement creditor according to the relevant stipulations of the Civil Code and the Code of Civil Procedure.
2. Registered property The real estate being auctioned or the restricted right to a Registered Property to be auctioned, which right can be transferred independently. The term Registered Property shall also include the movable objects referred to in Article 3:254, paragraph 1, of the Civil Code, which will be auctioned by virtue of the pledge set forth in it and the clause referred to in it, together with the real estate.
3. Seller The one(s) giving instructions for the auction and authorized to give these instructions by virtue of any right. The name "Seller" for the mortgagee, or judgement creditor shall not alter the position from which he derives his authority to auction.
4. Bid Any bid amount by raising bid or decreasing bid offered by an interested party at the auction.
5. Bidder The one making a bid at the auction.
6. The one making the opening bid The one who made the highest bid in the opening bid.
7. Opening bid The highest bid made in the opening bid.
8. Reserve price The minimum amount for which the registered property is auctioned.
9. Purchase price The bid for which the adjudication is made.
10. Adjudication The statement of seller on account of which, as a result of the auction, the purchase agreement is realized.
11. Act of Command The notarial deed by which the bidder names his mandatory(s)/principles.
12. Buyer The one to whom the adjudication is made.
13. Transfer The legal act necessary to cause buyer to become the owner of or party entitled to the registered property.
14. Delivery Surrendering the ownership of the registered property to buyer.
15. Special auction conditions The conditions valid in addition to, or deviating from these general conditions, set forth in the deed of auction conditions or in the record of the auction. They also include specific information about the registered property.
16. Record of Award A set of notarial deeds consisting of the individual deed of special conditions, if any, the record(s) of the auction, the deed of adjudication, if any, the act of command, if any.
17. Notarial statement of payment Notarial statement of payment The notarial deed in which the Civil law notary certifies that the purchase price has been

received or in which seller grants discharge for the purchase price.

Description of the Registered Property

Article 1

1. Seller is obligated to describe the Registered Property in the special auction conditions in the manner customary in legal transactions, if possible while stating or referring to these specifics that also determine the substance of the ownership or the right, respectively, as offered at the auction.
2. The description of a restricted right shall also contain at least the statement of or reference to:
 - the deed of creation and deeds of amendment or supplement, if any, recorded later in the public registers;
 - the general conditions declared to be applicable to this right, if any;
 - the prevailing designated use of the right under civil law;
 - the prevailing compensation due, whether or not periodically, on account of this right, and the possibility of review hereof, if any; and
 - the duration of this right and the possibility of premature termination and renewal, if any.
3. The description of a condominium shall also contain at least the statement of or reference to:
 - the applicable property division regulations; and
 - the contribution due, whether or not periodically, stated by the Board of the Owners' Association.

Organization of the Auction

Article 2

1. The organization, preparation, and entire execution of the auction shall be in the hands of the civil law notary.
2. The civil law notary shall announce the auction and the auction conditions.
3. The civil law notary shall notify the interested parties, if requested, before the bidding starts, the best she can of the taxes, expenses, and charges for Buyer's account.
4. The civil law notary is authorized during the session, also without stating reasons:
 - not to recognize a bid as such;
 - to preclude one or more interested parties from the auction;
 - at the opening bid, to resume the auction at the bid before last, to proceed to bidding by descending price again, to cancel or interrupt the auction;
 - to take other measures necessary in her opinion.
5. The civil law notary shall determine whether such a mistake was made when the bid was made that, in her opinion, the bidder cannot be held to his bid.
6. The notary's opinion on anything occurring during the auction and the interpretation or application of the auction conditions during the session shall be decisive – by way of binding ruling.
7. The parties involved in the auction shall elect domicile at the offices of the civil law notary for anything related to the auction.
8. If, in accordance with the law, private bids are made to the civil law notary, she shall promptly send a copy of the document showing this bid to Seller and the owner of or the party entitled to the Registered Property.

Auction Method

Article 3

1. The auction shall take place in two phases:
 - the first, the opening bid, by sale to the highest bidder;
 - the second by descending bid.

This is done successively in one session, unless the special auction conditions deviate from it. If statutory provisions prevailing at the time of the auction or the legal precedents prevailing at that time permit it, the above may be deviated
2. Bidding by sale to the highest bidder shall take place openly in a clearly visible manner. Whether or not an opening bid is used shall be exclusively at Seller's discretion.
3. Bidding by descending price shall take place orally by calling the word "mine" when the amount is called by the auctioneer.
4. If several persons make the highest bid simultaneously, supplementary sale to the highest bidder shall promptly take place between them. If aforementioned persons do not bid in this supplementary bidding, the highest bidder shall be designated by lot in the session before the civil law notary.
5. The highest bid shall be the amount of the bid by descending price or the sum of that amount and the opening bid. The amount of the bid by descending price shall be higher than the opening bid. If no bidding by descending price takes place, the opening bid shall count as the highest bid.
6. If Seller auctions several Registered Properties, he may offer them either individually or in one or more combinations in the bidding by descending price, provided that the intention to do so has been announced at the start of the second bidding phase at the latest.

Bid

Article 4

1. Each bid shall be unconditional, irrevocable and without any reservation.
2. If several persons jointly make a bid or buy jointly, they shall be jointly and severally bound with regard to the obligations they are under by virtue of the auction.
3. A bid shall no longer be in force as soon as:
 - a higher bid has been made, unless that bid is rejected during the session before the record of the auction is made up;
 - it has been established that no adjudication is made; or
 - the auction is cancelled.

However, the highest opening bid shall remain in force until the end of the deliberation, unless adjudication is made to another person earlier, or it has been established that no adjudication is made. The same shall also apply to the highest bids on lots in case of an auction of combinations.

Bidding for a Third Party

Article 5

1. The one who makes a bid at the auction shall be deemed to be the bidder, also if he states not to have made the bid for himself, unless the civil law notary decides otherwise.
2. Each bidder shall have the right, also without explicitly having reserved this right, to state in accordance with the provision in paragraph 3 hereinafter that he has made the bid on behalf of one or more third parties, which third party/parties shall be named "represented party" hereinafter.

3. This statement shall be made by the bidder to the civil law notary before payment of the purchase price, but six (6) days after adjudication at the latest and shall be confirmed by the represented party in writing. This statement and confirmation shall be evidenced by the record of the auction or by an instrument of mandate to be drawn up by the civil law notary, on account of which the represented party acquires the rights and obligations by virtue of the auction, as if he has made the bid himself, without prejudice to the provision in paragraph 4 hereinafter.
4. In addition to the represented party, the bidder shall be jointly and severally bound for compliance with Buyer's obligations by virtue of the auction. If the bidder, in the event that the represented party is in default, pays the purchase price entirely for his account, he shall be deemed to have concluded the purchase agreement for himself, in which case the transfer of the Registered Property shall be made to him, and he shall be granted discharge. All this shall be evidenced by the notarial certificate of payment. This paragraph shall not affect the rights the bidder can exercise towards the represented party, if any.
5. The provisions in the preceding paragraphs shall also be valid for the person who declares to bid as authorized party or body of a legal entity with the power of representation, unless it concerns a public corporate body and the one who has made the bid declares and proves to the civil law notary during the session to act on behalf of this body, in which case this body shall be deemed the bidder.

Several Sellers

Article 6

1. If the auction takes place on instructions of several Sellers, they shall jointly be deemed one Seller. They shall be jointly and severally bound with regard to the obligations originating from the auction and the instructions for the auction.
2. The instructions for the auction, which shall be given in writing, shall show who of the Sellers is authorized on behalf of the others to make all decisions related to the auction, including that of whether or not to adjudicate and cancel.

Opening Bid Premium

Article 7

1. The one making the opening bid shall not be entitled to an opening bid premium in the amount of one percent (1%) of his opening bid, unless the Special Auction Conditions stipulate otherwise.
2. The civil law notary shall pay the one making the opening bid the opening bid premium (if applicable) as soon as this can be paid from the moneys deposited with the civil law notary, unless the one making the opening bid is the Buyer, in which case the opening bid premium shall be set off against the purchase price.
3. If the auction is not continued after the opening bid, the right to the opening bid premium (if applicable) remains and will be settled with the amount that seller is due.

Adjudication, Deliberation, Non-adjudication

Article 8

1. The purchase agreement in pursuance of the auction shall be realized by the adjudication. The transfer shall be realized by recording the record of award in the public registers, while simultaneously the notarial certificate of payment has to be submitted for registration.

2. Seller shall have the right not to adjudicate or to deliberate on whether or not to adjudicate. The term of deliberation shall end on the second business day following the bidding by descending price or so much earlier as Seller might have adjudicated. Seller is authorized to extend the term of deliberation once, by three (3) workdays at the most.
3. After the highest bid has been made public, Seller shall declare whether he adjudicates and to whom, whether he uses the right of deliberation or that he does not adjudicate. This statement shall be inserted in the record of the auction.
4. The adjudication after deliberation shall be evidenced by the record or from a notarial deed shall be executed on the day the term of deliberation ends, and which deed shall show what bidder the adjudication is made to.
5. If Seller has not expressed himself within the term of deliberation on whether or not to adjudicate, he shall be deemed not to have adjudicated.
6. In the event of auction in combination, Seller may adjudicate to bidders for lots, even if the bid for the combination of these lots is higher.
7. The auction may always be cancelled without stating reasons, as long as no adjudication has been made.

Taxes, Fees and other Costs

Article 9

1. In as far as due, the following shall be charged to Buyer:
 - a. transfer tax;
 - b. the fee for Buyer's account in conformity with the auction rates determined by the Common Court of Justice of the Netherlands Antilles and Aruba or any other rate that will supersede it validly in the future;
 - c. the cost of the Act of Command; the cost of the Act of adjudication and discharge;
 - d. the Land Registry fee and the cost of Land Registry investigation;
 - e. the cost of cancellation of the registrations of mortgages and attachments;
 - f. the costs of preparation of the auction, advertising, marshal, posters, appraisal, auctioneer's fee, rent of the auction room and all other costs attached to the auction;
 - g. the cost of vacating;
 - h. the cost of revenue stamps and disbursements;
 - i. the outstanding property charges, including property tax (if applicable) and ground rent (if applicable);
 - j. the costs and charges pursuant to the Special Auction Conditions.
2. In as far as due, the following shall be charged to Seller, deducted from the proceeds of the auction pursuant to Article 13, paragraph 3:
 - a. the fee for Seller's account in conformity with the auction rates determined by the Common Court of Justice of the Netherlands Antilles and Aruba or any other rate that will supersede it validly in the future;
 - b. the cost related to the execution, if any, in as far as not already stated;
 - c. the opening bid premium (if applicable);
 - d. the costs and charges pursuant to the Special Auction Conditions.
3. The taxes, costs and charges referred to in paragraph 1 of this Article shall never constitute part of the bid made, but shall be due in addition to it.
4. The property tax and other levies related to the Registered Property, both those overdue and those related to the current year, shall be for Buyer's account as stipulated in Article 9, paragraph 1, unless stipulated differently by Seller in the Special Auction Conditions.

Time of Payment

Article 10

1. The amount Buyer owes shall be paid within the following terms:
 - a. the taxes, fees and other costs referred to in Article 9, paragraph 1, and the amounts as referred to in Article 9, paragraph 4: five (5) business days after the adjudication at the latest;
 - b. the deposit pursuant to Article 12, paragraph 1: two (2) business days after payment has been requested at the latest;
 - c. the purchase price: six (6) weeks after the adjudication or another date that has been contained in the Special Auction Conditions for this purpose at the latest.
2. The amount that Seller owes, referred to in Article 9, paragraph 2, shall be paid on the day on which the purchase price is to be paid at the latest, or so much earlier as it has been established that the auction does not take place, or that the Seller does not proceed to adjudicate.
3. If the amount of the sum to be paid at the moment it becomes payable has not been fixed as yet, an amount to be estimated for this purpose by the civil law notary shall be paid as further setoff.
4. As soon as Buyer fails to meet any payment obligation, he shall be considered to be in default in the sense of Article 22, and he shall pay the legal interest in respect of the amount due as of that moment, without any notice of default being required.

Payment Method, Discharge

Article 11

1. Anything owed by Buyer and Seller with regard to the auction, including the purchase price, shall be deposited with the civil law notary in the manner to be indicated by the her.
2. Buyer's right to suspend payment or apply setoff shall be explicitly precluded in as far as the law permits it, except setoff against the deposit paid and not used, or against the opening bid premium owed to Buyer, if any.
3. As soon as Buyer has met all his payment obligations by virtue of the auction, this shall be evidenced by a notarial certificate of payment.

Deposit

Article 12

1. Buyer shall pay the civil law notary a deposit in the amount of ten percent (10%) of the purchase price. No interest shall be paid in respect of the deposit.
2. The civil law notary shall return the deposit to Buyer if the purchase agreement has been dissolved for another reason than attributable shortcoming of Buyer, unless Seller and Buyer have agreed otherwise.
3. If Buyer fails to meet his obligations, or if it has not been established whether he is in default, the civil law notary shall keep the deposit Buyer has paid in her custody – without prejudice to identical payment instructions of Seller and Buyer – until it is established pursuant to a decision of the competent Court that has become final and conclusive, or another binding ruling, to whom payment is to be made. A decision that has become final and conclusive shall also be understood to be a default judgment served on the residence of defendant, against which no objection was filed within six (6) weeks after the date of this service. The civil law notary shall deduct taxes, fees and other costs for Buyer's account pursuant to Article 9 from this deposit, in as far as due and not paid as yet.

4. Buyer may also meet his obligation to pay a deposit by giving the civil law notary a letter of guarantee for the same amount, which letter shall:
 - a. be unconditional and valid until at least one month after the ultimate date fixed for the payment of the purchase price;
 - b. be issued by a bank or organization that is under supervision by virtue of the State Ordinance Supervision Credit System;
 - c. contain the clause that the bank or organization in question will pay the civil law notary the amount of the guarantee upon the notary's demand. If the amount of the guarantee has not been paid and Buyer has no more payment obligations, the civil law notary shall notify the bank or organization that the guarantee can be cancelled.
5. The provisions concerning the deposit with regard to Buyer shall also apply to the one who has made the bid for him pursuant to Article 5, and for the one making the opening bid, provided that for the latter the amount of the deposit is calculated in respect of the opening bid. This deposit shall be cancelled and reversed as soon as the obligations of the one making the opening bid or the bidder by virtue of the auction have ended.
6. If Buyer or the one making the opening bid or the one bidding by descending price fails to meet his obligation to pay a deposit in time, or fails to issue a letter of guarantee, this shall be default to which the provisions in Article 22 are applicable, provided that notice of default shall not be required.

Allocation Payments

Article 13

1. The payments made to the civil law notary by or on behalf of Buyer shall serve as payment of what Buyer owes, notably in the sequence:
 - a. transfer tax due pursuant to the content of the deed(s) and the costs and charges pursuant to Article 9, paragraph 1;
 - b. interest, penalty and compensation;
 - c. the purchase price.
2. If the payment by virtue of Article 10, paragraph 1, letter a, includes an amount for transfer tax that appears not to be due, this amount shall not be paid back to Buyer, but be deemed a deposit pursuant to Article 12 or as a supplement to it.
3. The net proceeds of the auction shall be the purchase price, reduced by the amounts referred to in Article 9, paragraph 2, as well as, if applicable, the amounts referred to in Article 9, paragraph 4.

Information Obligation and Proof of Solvency

Article 14

1. The bidder and buyer are obligated to identify themselves to the civil law notary and to provide any information necessary to be able to verify whether the financial obligations in pursuance of the auction can be met. By making the bid, they shall give the civil law notary permission to make inquiries, when necessary.
2. The bidder and buyer are obligated to immediately and at first request of the civil law notary surrender a proof of their solvency by means of a letter of guarantee that is in conformity with the demands stipulated in article 12 paragraph 4, for a total amount of the bid increased with the taxes and costs mentioned in article 9 paragraph 1. By surrendering that letter of guarantee the Buyer has also complied with his obligations as stated in article 12.
3. Failing to surrender the letter of guarantee mentioned in paragraph 2 will consequently mean that the bidder and Buyer qualify as non solvent reason why the notary will not

recognize the bidder and Buyer's bid as such, unless Seller immediately declares that the bid will be recognized.

Special Charges, Restrictions and Exclusions

Article 15

1. Seller shall not vouch for the Registered Property being transferred free from special charges and restrictions, also including restricted rights, easements, and qualitative obligations. Buyer shall not invoke that the Registered Property is encumbered with a charge or restriction it should not have been encumbered with, or that it fails to correspond with the agreement, unless Seller knew this. Nor shall Seller vouch for absence of material defects to or in the Registered Property, also including soil pollution, if any. Buyer shall accept the special charges and restrictions set forth in the special auction conditions.
2. In as far as the law permits it, the civil law notary and Seller shall preclude any liability.
3. In as far as the law permits it, the civil law notary and Seller shall not grant any indemnity.

Description of the Obligation to Transfer

Article 16

1. Seller is obligated to transfer to Buyer the ownership or - if the Registered Property concerns another right - this right.
2. If the measurement or size of the Registered Property stated by Seller is not correct, neither party shall derive any right from it. An exception can be made with regard to Buyer if Seller has not made the statement in respect hereof in good faith.
3. If the Registered Property has been rented out or issued in long leased, the rights and obligations from the rent or long lease shall pass to Buyer in as far as the law prescribes it. If the rent and long lease as well as other rights are pledged to seller or third parties, this has to be mentioned in the Special conditions of auction. As of the date of the Notarial statement of payment seller relinquishes his right of pledge, including the authority to collect non paid rent or long lease terms, which is accepted by buyer. Rent of long lease terms that are already collected will be settled between seller and buyer as of the date of payment.
4. Movable objects that are present in or at the Registered Property and that do not fall under the description referred to in Article 3:254 of the Civil Code shall not be included in the sale or transfer, unless explicitly set forth otherwise in the Special Auction Conditions.
5. If the Registered Property concerns another right than ownership, the provisions in this Article shall apply in as far as the conditions of this right are not different.

Transfer

Article 17

1. As soon as the condition of full payment attached to the adjudication has been met, the transfer of the Registered Property can be completed as described in paragraphs 2 and 3. Both Buyer and Seller can realize this unilaterally.
2. The transfer of the Registered Property shall take place by recording the individual deed of special auction conditions, if any, the record(s) of the auction, the Act of Adjudication, if any, the Act of Command, if any, and the notarial certificate of payment in the public registers of the Land Registry Office. Without aforementioned notarial certificate of payment, the other deeds mentioned are not meant or suitable to be recorded in the public registers, and consequently cannot realize the transfer.
3. After the transfer, dissolution of the purchase agreement cannot be claimed anymore. In the opinion of Seller and Buyer in this foreclosure sale, this clause shall be a key stipulation as

referred to in Article 6:231 of the Civil Code, without which the agreement would not have been concluded.

4. The civil law notary shall dispose of the purchase price received by him in the manner as the law prescribes to the civil law notary in Article 3:270 of the Civil Code or in Article 551 of the Code of Civil Procedure.
5. Seller is not obligated to any assistance in cancelling registrations of cancelled mortgages, attachments, and restricted rights referred to in Article 3:273, paragraphs 2 and 3, of the Civil Code, except in as far as it concerns registrations of cancelled restricted rights created in favor of Seller himself.

Risk and Insurance

Article 18

1. The Registered Property shall be for Buyer's risk as of the adjudication.
2. Buyer is obligated from the moment he bears the risk until the moment of payment of the purchase price to see to it that the structures belonging to the Registered Property are insured with a solid insurance company against fire damage and other damage to be insured in accordance with custom, for at least the amount of the purchase price, augmented by twenty percent (20%) hereof.
3. This obligation shall not apply in as far as Buyer can prove that this insurance is not possible in reason, or Buyer is a government agency that is not in the habit of insuring its structures.
4. If desired, Buyer shall surrender the insurance policy and receipt of payment of premium. Seller is authorized to make inquiries with the insurance company.
5. If Buyer fails to meet his obligation to insure or to provide information on this point, Seller is authorized to take out the insurance in the name of and for account of Buyer.
6. As security for the payment of the purchase price and of what he owes in addition, Buyer shall transfer his rights originating from aforementioned contract of insurance to Seller. Seller shall have the right, and in as far as necessary he shall be granted power of attorney by Buyer, to cause the transfer referred to in the preceding sentence of this Article to be served on the insurance company. The policy relating to aforementioned contract of insurance shall remain in the hands of Seller until that time.

Delivery

Article 19

1. Delivery of the Registered Property shall take place, unless stipulated differently in the Special Auction Conditions, on the day the purchase price is to be paid, provided that Buyer has paid the purchase price and any other amounts he owes with regard to the auction.
2. If the delivery takes place before the purchase price has been paid, based on the Special Auction Conditions or another agreement, Buyer shall pay the statutory interest in respect of the purchase price from the day of delivery up to and including the day of payment. If subsequently Buyer fails to meet his payment obligations, his right of use shall end immediately and he shall promptly make the Registered Property available to Seller in the original condition, empty and vacated. The obligation to pay legal interest shall end at the end of the day on which the Registered Property is available to Seller again in aforementioned condition, without prejudice to the provision in Article 10, paragraph 4.
3. In as far as possible, Seller shall give Buyer the opportunity to inspect the Registered Property before the delivery.
4. The Registered Property shall be delivered in the actual condition it is in at the moment of the delivery. If the Registered Property is destroyed or damaged in whole or in part, or

devaluates in any other way after the adjudication, this cannot be invoked against Seller, irrespective of the cause.

5. The presence of occupants and/or users at the time of delivery of the Registered Property shall be for Buyer's account and risk.

Vacation

Article 20

1. If the Registered Property is used by the owner and his family, and is consequently not delivered free from use, Buyer can realize vacation by virtue of the first authenticated copy/copies of the deed(s) needed for this purpose, if necessary with the assistance of the police. This shall not apply if delivery takes place not free from occupants and/or users based on the special auction conditions.
2. It shall be inserted in the Special Auction Conditions which of the following (parts of) paragraphs are applicable:
 - a. Buyer shall accept the Property Sold in the condition it appears to be in at the time of the actual transfer, and furthermore with continuation of the present lease agreements.
 - b. Buyer shall accept the Property Sold in the condition it appears to be in at the time of the actual transfer, and for the rest Seller has no knowledge of lease agreements related to the Property Sold.
 - c. If Buyer accepts the Property Sold in whole or in part with continuation of the present lease or hire-purchase agreements, Seller does not vouch for it that the payment installments not due as yet at the time of the actual transfer have not been or will not be disposed of.
 - d. If Buyer accepts the Property Sold in whole or in part with continuation of the present lease or hire-purchase agreements, Seller does not vouch for it that as of the conclusion of the purchase, existing lease or hire-purchase agreements are not amended, the Registered Property is not rented out in whole or in part, sold by a hire-purchase agreement, or surrendered in use in any other way.
 - e. Exercising the power set forth in Article 3:264 CCA shall be left to Buyer. Exercising the power shall take place for Buyer's account and risk.
 - f. If the Registered Property is in use and is not transferred free from use, it shall be up to Buyer to vacate the Property Sold for his account. Seller does not vouch for Buyer's power to vacate.
3. In the event of a foreclosure sale by a judgment creditor, the latter shall invoke nullity of the agreements of lease or long lease concluded after the attachment.

Consequences of Defects at the Time of Delivery

Article 21

Given the provisions in Articles 18, paragraph 1, and 19, paragraph 4, the consequences in the event of defects at the time of delivery that are not the result of attributable shortcoming of Seller shall be fully for Buyer's account.

Non Compliance

Article 22

1. If the purchase agreement is not complied with or not in time, other than by shortcoming attributable to one of the parties, the defaulting party shall be liable for any damage originating from it for the other party, together with interest and expenses, irrespective of the fact whether the defaulting party is in default in the sense of the next paragraph.

2. If one of the parties fails to meet one or more of his obligations for three days after having been given notice of default by marshall's writ or registered letter, this party shall be in default and the other party shall have the option:
 - a. to claim compliance with the purchase agreement if this can be demanded from the defaulting party in reason, in which case, after the lapse of aforementioned term of three days, the defaulting party shall owe an immediately payable penalty of three per mille (3‰) of the purchase price with a minimum of in any case one thousand dollars, United States currency (US\$ 1,000.--) for each day after that until the day of compliance, or
 - b. to dissolve the purchase agreement. In the event of dissolution, the defaulting party shall forfeit towards the other party an immediately payable penalty of 15% of the purchase price.
3. If Seller fails to comply, Buyer shall only have the right referred to in paragraph 2, letter b, if the defect is of such a nature and scope that Buyer can make it plausible that he would not have bought if he had been familiar with this defect. If not, Buyer shall only be entitled to compensation for the devaluation and other damage caused by the defect. If parties have a difference of opinion as to the provision in this paragraph 3, the ruling of three experts who are appointed in the manner as referred to in paragraph 5 shall be decisive.
4. If Seller, after having declared the purchase agreement dissolved, proceeds to a new auction within six (6) months on the same conditions as the original auction, Seller's loss shall be fixed at the negative difference between the purchase price of the original auction and that of the new auction, augmented by interest and expenses. If at the new auction the purchase price is higher than that of the original auction, the Buyer in default shall not benefit from these excess proceeds.
5. In all other cases than sale in a new auction pursuant to the provision in paragraph 4, the loss suffered by Seller shall be fixed by three experts who are appointed by the Court in first instance in whose jurisdiction the Registered Property is located. After either party has invoked this provision against the other party in writing, the other party shall have the opportunity for one month to opt for settlement of the dispute by the Judge competent according to the law.
6. Penalties paid or due shall be deducted from compensation due, together with interest and expenses.

Mandatory Law

Article 23

The auction conditions shall only be applicable in as far as the law does not prescribe a different regulation in a mandatory manner.

Final Provisions

Article 24

1. Buyer shall not receive a first authenticated copy until he has met all his obligations originating from the auction.
2. Any supplements to or deviations from these conditions shall appear from the special auction conditions. In case of conflict between these general conditions and the special auction conditions, the latter shall prevail.
3. Seller, Buyer and bidder shall elect domicile at the offices of the civil law notary.
4. Law shall be applicable to these general conditions.