

## CONTRACT OF SALE – MOVEABLE PROPERTY

### Parties

**Seller:** The Kosovo Trust Agency, an independent body established pursuant to UNMIK Regulation 2002/12 of 13 June 2002 On the Establishment of the Kosovo Trust Agency (as now amended by UNMIK Regulation 2005/18) (hereinafter referred to as “KTA”), acting as trustee on behalf of the Enterprise identified in the KTA Notice of Public Sale referred to below.

**Buyer:** The person or entity identified as Buyer below.

### Background:

The Buyer is the winning bidder in a sale conducted by Seller for the items identified in Section 3 below at the price specified therein.

### Terms and Conditions:

In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract Documents referred to below.

1. The following documents (hereinafter referred to as “the Contract Documents”) shall be deemed to form and be read and construed as an integral part of this Contract:
  - (a) This Contract of Sale, including the Legal Terms and Conditions of Sale and Schedule A, hereto, including any Declaration under the Regulation No. 2004/2 on the Deterrence of Money Laundering and the Related Criminal Offences as amended by Regulation No 2004/10 and Regulation No 2005/9;
  - (b) The KTA Notice of Public Sale for Sale Number identified below;
  - (c) The KTA Rules of Tender for Sale of Property Through a Competitive, Sealed Bidding Process (“Rules of Tender”), including the documents referred to therein.
2. The Contract Documents are complementary of one another. However, in the event of any inconsistency, ambiguity, or contradiction among them, they shall prevail in the order of their enumeration stated above.
3. In consideration of the payment of the price specified below, Seller hereby sells the items identified below to the Buyer.

Enterprise Name	
Enterprise Alternative/Former names	
Sale number	

Item Number	
Item description	
Price (euros)	
Signature: For KTA	
Name and title of person signing	
Signature: For Buyer	
Buyer name	
Name and title of person signing	

## LEGAL TERMS AND CONDITIONS OF SALE – MOVEABLE PROPERTY

### 1. Acknowledgement and Disclaimer

- 1.1. It is understood that the items sold to the Buyer under this Contract of Sale are second-hand, having already been used by and/or in the possession of an Enterprise. Accordingly, the Buyer agrees that it takes the items in their current state.
- 1.2. The Buyer acknowledges the opportunity afforded it to inspect the items and any related documentation and any public records in Kosovo and agrees that it has carried out such examination of them as it deems necessary to satisfy itself as to their quality and fitness for the purpose for which the Buyer requires them and to meet any standards or requirements in Applicable Law, including any registration requirements. Buyer in particular acknowledges and agrees the terms of Section 9 of the Rules of Tender in this regard.
- 1.3. It is therefore agreed that to the extent permitted by law, all items are sold on an “as is, where is” basis and the Seller and its representatives expressly disclaim:
  - 1.3.1. any and all liability for representations, warranties or statements contained in any written material (including without limitation the Notice of Public Sale and /or sale brochures and the contents of any data room information) furnished or in any information orally transmitted to the Buyer; and
  - 1.3.2. any representations or warranties implied by any law.
  - 1.3.3. This disclaimer shall not apply to those statements made fraudulently by the Seller.
- 1.4 The Buyer acknowledges that it shall be solely responsible for any registrations or export or other consents relating to the items including but not limited any costs of such registration and the Seller does not guarantee that any such registrations are possible for the goods.

### 2. Economic Loss

To the extent permitted by law, it is agreed that in no circumstances shall the Seller be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof (i) for any loss of profit, business, contracts, revenues, or anticipated savings, or (ii) for any special indirect or consequential damage of any nature whatsoever.

### 3. Payment, Title, Risk of Loss and Acceptance

- 3.1. Payment shall be made as provided in the Rules of Tender, in particular Section 11 thereof, and the Bid Documents.
- 3.2. Title and risk of loss with respect to all items shall pass to Buyer on payment in full and signature by both parties of this Contract of Sale, and acceptance by Buyer of such items shall be deemed to occur at this point.

### 4. Variations in Quantity or Weight

- 4.1. Any variation between the quantity and/or weight listed by Seller for any item and the quantity and/or weight available for collection by or on behalf of the Buyer will be adjusted on the basis of the unit price quoted for such item (if any). If no such unit price is quoted then there will be an equitable adjustment made if the amount advertised differs from the actual amount by more than 10%.

## **5. Delivery and Removal of Property**

- 5.1. Delivery shall be deemed made at the location of the items purchased at the time of payment and the execution of this Contract of Sale, at which point the items purchased shall be released to the Buyer. The Buyer shall be solely responsible for any transport, packing or customs or other arrangements.
- 5.2. Unless otherwise provided in the Notice of Public Sale or authorised by the Seller in writing, Buyer must remove all purchases no later than 10 days after the execution of this Contract of Sale. In the event of any Buyer delay, the Seller shall have the right to collect a reasonable storage charge before releasing the property to the Buyer. Unless otherwise agreed in writing, in the event of a Buyer delay exceeding thirty days, Seller shall be entitled to dispose of the property without liability to the Buyer and shall be entitled to retain that part of the price paid by the Buyer representing the difference between (i) the sum of such price plus disposal costs plus any unpaid storage charges incurred and (ii) any amount received on disposal.
- 5.3. Buyer shall be liable for any damage to premises where property is located caused by Buyer's removal operations.
- 5.4. Unless otherwise provided in the Notice of Public Sale, Buyer must at its own expense make all arrangements and perform all work necessary to remove purchased property, including but not limited to packing, loading, transportation, and any necessary customs clearances or similar requirements. Seller will not act as liaison with any carrier, nor recommend a carrier.
- 5.5. While property may be described by Seller as being boxed, packed, crated, in containers or otherwise packaged, Seller does not warrant that any such packaging is suitable for shipment.
- 5.6. Neither partial removals nor removals on Saturdays, Sundays or UNMIK holidays are permitted unless agreed by Seller in writing.

## **6. Applicable Law**

This Contract of Sale shall be governed and construed in accordance with Kosovo Applicable Law.

## **7. Jurisdiction**

It is acknowledged and agreed that the Special Chamber of the Supreme Court of Kosovo shall have exclusive and final jurisdiction over the Kosovo Trust Agency.

## **8. Voidability of Sale**

Notwithstanding section 10.5 of UNMIK Regulation No. 2002/13 or other provisions in Applicable Law, should it be determined that (a) the funds used by the Buyer to acquire the items purchased derived directly or indirectly from illegal activity; or (b) the Buyer was involved in collusion during the bidding process or any other violation of the Rules of Tender, then this Contract of Sale shall be voidable by the Seller and any bid deposit shall be forfeited.

## **9. Language**

The English language version of this Contract of Sale and other Contract Documents shall prevail over any translation.



**SCHEDULE A**

**Declaration under the Regulation No 2004/2 on the Deterrence of Money Laundering and the Related Criminal Offences as amended by Regulation No 2004/10 and Regulation No 2005/9**