

## A Better Future for Surplus

## 保证金说明

本次竞价的有关保证金说明如下:

- 1、 竞买人须为与竞买标的相适应资质的企事业单位,提交相关文件。
- 为了保障买卖双方利益,防止恶意竞标和违约行为的出现,参与此次竞价的所有竞买人必须交纳保证金人民币200,000 CNY;请务必用公司账户转账至如下账户。

户名:高富拍卖(上海)有限公司

公司账号: 440359253507

开户行: 中国银行上海市南京西路支行

币种: CNY

请在汇款说明中写明"GI-Event 29239项目保证金"

- 3、 我司收到保证金后,如竞买人要求可以开具收据。
- 4、 竞价结束后,如竞买人没有买到任何拍品,并且没有发生任何条款5所述的情形,我司将在公布竞价结果后的7个工作日之内将保证
  金无息全额退还给竞买人。保证金将通过银行转账退还到竞买人所支付保证金的银行账户或通过我司认可的其它方式退还(何时能
  收到通过银行转账退还的保证金取决于银行,并不受高富控制)。
- 5、 如果竟买人竞拍成功,我司可以保留保证金并用来抵扣货款和/或佣金。如果抵扣之后尚有多余的保证金,我司会将余额退给竞买人。
  我司收到竟买人的全额货款和佣金之后会将保证金无息全额退还给竞买人。
- 6、 如有下列情况发生,保证金将不予退还。
  - 在竞价过程中恶意竞标
  - 在竞价确认后, 单方面撤标
  - 在规定期限内未能支付买家佣金或货款
  - 违反任何拍卖条款和条件
  - 以及任何破坏或扰乱竞价过程的行为
- 7、 交纳保证金并不代表已经建立买卖合同。
- 8、 拍卖条款和条件应受中国法律管辖,高富拍卖(上海)有限公司对此声明有最终解释权。

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## A Better Future for Surplus

## **Payment Terms & Conditions**

- 1. Bidder must be either a legal entity. Relevant documents may be required to prove identification.
- A refundable payment of USD 25,000 is required for this sale. The payment must be paid to the following bank account. Bank: Bank of America, N.A., Hong Kong Branch Bank Address: Level 20, Tower 2, Kowloon Commerce Centre, 51 Kwai Cheong Road, Kwai Chung Acc Name: Liquidity Services (Hong Kong) Limited Acc Number: 89354017 Swift Code: BOFAHKHXXXX Currency: USD Please indicate "Deposit for GI-Event 28124" in the note.
- 3. Liquidity Services can issue a receipt at buyer's request following receipt of the payment.
- 4. If the bidder fails to win any bid in a sale, and none of the circumstances under Article 6 applies, Liquidity Services will refund the payment without interest in five working days from the date on which the announcement of the sale result is made. The payment will be refunded through wire transfer to the bank account from which the payment is made to Liquidity Services or such other ways deemed by Liquidity Services as appropriate. In the circumstance that the payment is refunded in accordance with the above, Liquidity Services is not liable to ensure that the bidder will receive the refund within five working days. The amount of time for the refunded payment to reach the buyer's bank account will depend on the buyer's bank policy and procedure.
- 5. If a bidder successfully wins any bid, Liquidity Services may retain the payment and use the payment to offset the purchase price and/or buyer's premium, or return it to the bidder without interest after receiving the bidder's full payment of the purchase price and buyer's premium. The bidder may use the payment paid to offset the buyer's premium payable of any amount if the payment was paid in by a company bank account. In the event of any remaining balance of the payment after such offset, the balance will be refunded to the bidder.
- 6. The payment will be confiscated, if any of the following situations occur:
  - Collusion during the bidding process;
  - Bidder unilaterally withdraws bid after the bid is accepted;
  - Bidder fails to make payment of the purchase price and buyer's premium, whether on time or at all;
  - Breach of any of these Terms and Conditions; or
  - Any other misbehavior during the bidding process.
- 7. Payment of the payment does not imply or form any part of a sales contract.
- 8. These Terms and Conditions are governed by China Law. Liquidity Services (Shanghai) Ltd. has the final interpretation of these Terms & Conditions.

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