

## TRADEFORUS FORESTRY LIMITED TERMS AND CONDITIONS

1. This document states the Terms and Conditions which govern the access to and use of [www.tradeforusforestry.com](http://www.tradeforusforestry.com) website, associated websites, associated social media, auction platform and other digital products (the '**Website**') offered by Tradeforus Forestry Limited ('**TFL**').
2. In these Terms and Conditions the Website refers collectively to all digital products and services offered by TFL, including any mobile applications regardless of how you choose to access them. Use of the Website includes accessing, browsing, or registering to use and also includes use for the purposes of making any offers in relation to the proposed sale of Lots made available via the Website.
3. Please read these Terms and Conditions carefully. By using the Website you confirm that you accept these Terms and Conditions and you agree to comply with them. If you do not agree to these Terms and Conditions you should not use the Website. These Terms and Conditions comprise a legally binding agreement between you and TFL.

### GENERAL

4. TFL is a limited liability company registered in Ireland (CRO Number 683855) having its registered office at Unit 1C, Sycamore House, Millennium Park, Naas, Co. Kildare, Ireland. TFL is licenced with the Property Services Regulatory Authority with licence number 004382.
5. Any reference made on the Website and/or in these Terms and Conditions to 'TFL', 'Tradeforus Forestry Limited', 'we', 'us' or like terms refers to Tradeforus Forestry Limited and where the context so admits, includes any or all members, its subsidiary companies, affiliates, officers, agents and employees.

### DATA PROTECTION & PRIVACY

6. TFL is committed to protecting and respecting your privacy. TFL's Privacy Policy at [\[TFL Privacy Policy\]](#) sets out how TFL collect, use, process and disclose personal information ('**Personal Data**') provided to TFL by you, and/or those with whom TFL deal with on your behalf in the course of our business including Personal Data provided to TFL by upload to the Website.
7. By accessing the Website and providing your Personal Data, you fully understand and consent to the collection and use of such information by TFL in accordance with our Privacy Policy.
8. When you register an interest in a Lot, you hereby give consent for your Personal Data to be shared advertising that Lot. Users separately hereby consent to TFL using data created from their use of the Website bidding on Lots, on an anonymised basis for the purpose of generating timber and land sales reports and circulating same publicly and privately to third parties. You accept that TFL has no responsibility for the use or processing of Personal Data by third parties.
9. When you use the Website, you confirm that all information and details provided are true, accurate and up to date. TFL retains the right to analyse and evaluate any information provided by users of the Website.

10. Save as expressly provided TFL do not sell or knowingly pass any personal information from a user account to any third party, except information which is required in order to provide the service between users.
11. In the course of providing our services and in respect of your use of the Website, TFL may need to communicate with you via email or other contact details that you have recorded with TFL on the Website. You agree to receive emails which are necessary for the normal functioning of the Website and Platform, including emails which help inform you about functionality. Notices given by TFL to you may be given by e-mail or by general posting on the Website. Communications required or permitted hereunder shall be deemed duly given to you upon being transmitted by email to the current email address recorded for you on the Website.

### **CHANGES TO TERMS**

12. The Terms and Conditions and any documents referred to herein may be amended from time to time by TFL. The Website will specify the latest date on which the Terms and Conditions have been amended. TFL may revise these Terms and Conditions at any time by amending the page on which this document appears.
13. Any changes made to these Terms and Conditions and any documents referred to herein will be effective once posted to the Website and your continued use of the Website constitutes your understanding and acceptance of such changes. Users should check the Website for notice of any such changes as same will be binding on users.
14. Users will be asked to confirm acceptance of these Terms and Conditions when they first register to bid on the Website. Users may be requested to reconfirm such acceptance (with reference to the then current version Terms and Conditions) on future visits to the Website, in particular prior to selling or bidding in any specific auction.

### **YOUR ACCOUNT AND PASSWORD**

15. If you choose, or you are provided with, a user identification login details, password, multi factor authentication details or any other piece of information as part of the TFL security and onboarding procedures, users must treat all such information as confidential. Users must not disclose such details to any third party. TFL have the right to disable any user identification code or password at any time
16. If you know or suspect that any third party knows or might have become aware of your TFL user identification login details, password or multi factor authentication details you must promptly notify us at [info@tradedeforusforestry.com](mailto:info@tradedeforusforestry.com).

### **ACCESSING THE WEBSITE**

17. You hereby acknowledge and agree that the Website is available for use 'as is' and 'as available', with no warranties of any kind whatsoever. TFL have taken care to ensure that the material and information contained on the Website is as accurate as possible. However, you hereby acknowledge and agree that the Website and the material and information contained therein are available for use 'as is' and 'as available', with no warranties of any kind whatsoever.

18. TFL do not give any representation or warranty, express or implied, and shall have no responsibility in relation to the accuracy, completeness, availability, reliability, security, and suitability, fitness for purpose or performance of the Website or the contents thereof. All users should take independent professional advice if they require information in relation to any matter addressed on the Website.
19. TFL do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. TFL may suspend, withdraw, discontinue or change all or any part of the Website without notice. TFL will not be liable to you if for any reason the Website is unavailable at any time or for any period.
20. In accessing the Website, you agree to comply with all applicable laws in force in the place from where you are accessing the Website. TFL reserve the right to refuse access to the Website or the services contained therein at TFL's sole discretion, including, without limitation, if TFL believe that particular conduct violates applicable law, is harmful to TFL's interests or is in breach of these Terms and Conditions.
21. You are responsible for making all arrangements necessary to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection or TFL account are aware of these Terms and Conditions and other applicable terms

#### **UPLOADING CONTENT TO OUR WEBSITE**

22. When uploading content to the Website, or making contact with other users, you must comply with the content standards set out below. The standards apply to any and each part of the content uploaded as well as to its whole.
23. Uploads must not in any manner:
  - (a) Contain any material which is defamatory, obscene, offensive, hateful or inflammatory.
  - (b) Contain any material that breaches the criminal law or comprises or promotes an illegal activity.
  - (c) Infringe any copyright, database right or trade mark of any person or party.
  - (d) Breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidentiality.
  - (e) Used or be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
24. Users are obliged to ensure that any content complies with these standards. You will be liable to TFL for any loss or damage which TFL suffer as a result of breach of this obligation. The views expressed by users on the Website do not represent TFL's views or values and TFL bears and accepts no responsibility for same.
25. Any content uploaded to or shared on the Website will be considered non-confidential and non-proprietary. Upon uploading or sharing such content users grant TFL a limited licence on a

royalty free basis, to use, store and copy that content in connection with the purposes for which it was uploaded and to distribute and make it available to third parties.

26. TFL have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Website constitutes a violation of their rights, or of their right to privacy. TFL will not be responsible, or liable to any party, for the content or accuracy of any content posted by any user of the Website.
27. TFL have the right to remove any posting you make on the Website if, in TFL's sole opinion, the post does not comply with the content standards.
28. You may not use any data gathering or data extraction tools, such as robots, on the Website.

#### **LINKING TO OUR SITE**

29. You may link to TFL's home page, provided you do so in a way that is fair and legal and does not damage TFL's reputation or take advantage of it. TFL reserve the right to withdraw linking permission without notice.
30. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on TFL's part unless expressly authorised in advance by TFL in writing to do so. You must not establish a link to the Website in any Website that is not owned and controlled by you.
31. The Website must not be framed on any other Website, nor may you create a link to any part of the Website other than the home page.
32. The Website in which you are linking must comply in all respects with the content standards set out in these Terms and Conditions.
33. If you wish to make any use of content on the Website other than that set out above, please contact [info@tredeforusforestry.com](mailto:info@tredeforusforestry.com).

#### **THIRD PARTY LINKS AND RESOURCES IN OUR SITE**

34. Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. The content you view on the Website, including its selection and placement, may be influenced by commercial considerations, including agreements with third parties.
35. TFL do not control, investigate, monitor or check such websites, TFL are not responsible for the computer programs available from, content in or opinions expressed at such websites, and TFL do not investigate, monitor or check third party websites. TFL provide such third-party links only as a convenience to visitors of the Website, and the inclusion of a link does not imply approval or endorsement of the linked site by us. If you decide to leave the Website and access any third-party site, you do so at your own risk.
36. In using the Website you consent to TFL and its authorised third parties providing advertising and marketing information to you. TFL may serve advertisements to the Website or work with third parties to serve the advertisements. Advertisements placed on the Website may include but are not limited to banner ads, paid links, pop-up windows, buttons and sponsorships. Users agree that TFL have the right to run such advertisements and promotions. TFL do not control

the content of any services supplied by third parties, and the inclusion of content does not imply endorsement of the third party by us or any association with that third party. User correspondence or business dealing with, or participation in promotions of, advertisers or third parties found on or through the Website, including payment for and delivery of related goods or services, and any other representations associated with such dealings, are solely between the user and such advertiser or third party. Users agree that TFL shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or third parties on the Website.

#### **NO RELIANCE ON INFORMATION**

37. TFL may update the Website and any content. Any of the content on the Website may be out of date at any given time, and TFL are under no obligation to update it.
38. TFL do not guarantee that the Website, or any content on it, will be free from errors or omissions.
39. The content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.
40. Whilst TFL make reasonable efforts to update the information on our Website, TFL make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up-to-date. The use of the Website and its content is entirely at your own risk.
41. The Website and any content displayed on it are provided on an "as is" and "as available" basis without any warranties of any kind. TFL to the fullest extent permitted by law, disclaim all conditions and warranties, express or implied including, without limitation, any warranty or terms of merchantability, non-infringement of third parties rights, and any warranty of fitness for particular purpose.

#### **INTELLECTUAL PROPERTY RIGHTS**

42. TFL are the owner or are the licensee of all intellectual property rights in the Website, and in the material and content published on it. All rights of TFL are reserved and nothing contained in these Terms and Conditions shall be construed as conferring in any manner any licence or right to use any trademark, patent, design right, copyright or other intellectual property rights of TFL or any other third party.
43. You may not copy, reproduce, republish, download, post, broadcast, transmit or otherwise use the Website or its content in any way. You agree not to adapt, alter or create a derivative work from the Website or any of its content. Any other use of the Website requires the prior written permission of TFL.
44. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
45. TFL's status (and that of any identified contributors) as creator and owner of content on the Website must always be acknowledged. You must not use any part of the content on the Website for any purpose without obtaining a licence to do so from TFL.

46. If you print off, copy or download any part of the Website in breach of these Terms and Conditions, your right to use the Website will cease immediately and you must, at TFL's option, return or destroy any copies of the materials you have made.

## **VIRUSES**

47. TFL do not guarantee that the Website will be secure or free from bugs, viruses or malicious software. Users are solely responsible for configuring their systems in order to access the Website and use of their own virus protection software.
48. Users shall not introduce viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. Users must not attempt to gain unauthorised access to the Website or any server, computer or database connected to the Website. Users must not attack the Website in any manner.
49. TFL will report any such breach to the relevant law enforcement and regulatory authorities and TFL will co-operate with those authorities by disclosing your identity and contact information.
50. In the event of any such breach users right to use the Website will cease automatically.

## **LIMITATION OF OUR LIABILITY**

51. Except as expressly set out in the Terms and Conditions, all representations, warranties, terms and conditions whether express or implied in relation to the Website or the information contained therein are hereby excluded to the fullest extent permitted by law.
52. You acknowledge that to the extent permitted by law, TFL owe you no duty of care and will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- (a) use of, or inability to use, the Website (including any inability to place bids); or
  - (b) use of or reliance on any content displayed on the Website (including information relating any Lot being offered for sale);
  - (c) loss or corruption of any documents, data or other information you upload or otherwise provide via the Website (you should ensure that you keep your own copies of any such documents, data or other information).
53. In no event will TFL, or other third parties associated with the provision of the Website, be liable for any damage or loss suffered by you (whether direct, indirect, special, incidental, punitive or consequential loss including, without limitation, loss of profits, loss of data or business interruption) arising as a result of use, inability to use or reliance on the Website, or any materials or information contained therein (including, without limitation, any errors, inaccuracies or omissions in such information or any faults, interruptions or delays in connection with the Website) whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages or otherwise howsoever

arising. If your use of the materials or information contained in the Website results in the need for servicing, repair or correction of equipment or data, you assume all costs of such.

54. TFL will not be liable to you for any failure to comply, or delay in complying, with any obligations which (notwithstanding any other provisions in these Terms and Conditions) TFL may be treated as owing to you in relation to use of the Website, where the failure or delay is caused by circumstances beyond the reasonable control of TFL.
55. If an event outside TFL's control takes place that affects the performance of TFL, TFL's obligations will be suspended and the time for performance will be automatically extended for the duration of the event outside TFL's control.
56. TFL will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any content on it, or on any website or application linked to it.
57. TFL assume no responsibility for the content of websites linked on the Website. Such links should not be interpreted as being endorsed by TFL. TFL will not be liable for any loss or damage that may arise from your use of them.
58. To the extent permitted by law, the total aggregate liability of TFL to all users for all claims arising from the use of the Website or the content displayed on it is limited to a total of €1 and you acknowledge that this a genuine pre-estimate of any loss you might suffer as a result of such a claim.
59. TFL shall not be responsible in any manner, to include but not limited to for negligence or breach, for services provided by any contractors, experts or other service providers who users engage directly on foot of a successful bid in respect of a Lot or TFL engage on a user's behalf.

## INDEMNITY

# TRADEFORUS

60. You agree to defend, indemnify, and hold harmless TFL, its affiliates, officers, directors, employees, and agents, from and against any claims, actions or demands, including without limitation all reasonable legal and accounting fees, due or arising out of any of the following:
  - (a) Use of the Website or any part thereof;
  - (b) Violation of these Terms and Conditions or any related document or any provision therein by the user;
  - (c) Display of publication of any content submitted by any user;
  - (d) Any infringement by the user of the rights of any person or entity.

## SUSPENSION AND TERMINATION

61. Any use of the Website otherwise than in accordance with the Terms and Conditions may result in, among other things, termination or suspension of your access to the Website. In order to comply with an order of a court of competent jurisdiction or to protect our systems or users of

the Website, TFL may process and disclose any information held by it in relation to a user of the Website, including but not limited to any user who posts or uploads inappropriate or objectionable content including, without limitation, their name, email address, IP address, usage history, and content.

62. If you fail to comply with any of these Terms and Conditions, TFL may take actions including but not limited to the following:
- (a) Immediate, temporary or permanent withdrawal of your right to use the Website.
  - (b) Immediate, temporary or permanent removal of any posting or material uploaded by you to the Website.
  - (c) Legal proceedings against you, including but not limited to for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
  - (d) Disclosure of such information to law enforcement or regulatory authorities as TFL at its sole discretion feel is necessary.

#### **AUCTION PROCESS**

63. These Terms and Conditions govern the processes facilitated by the Website for the sale and purchase of a Lot and cannot be disapplied or varied by the special conditions of any contract for sale or transaction document concerning the Lot (even by a special condition purporting to replace the whole of these conditions). They can be varied only if agreed with TFL in writing.
64. It is recommended by TFL that all interested parties make every effort to personally inspect a Lot and where possible arrange to have it professionally surveyed prior to placing an offer. Where available a viewing should be arranged directly with the relevant advisors whose details appear on the particular Lot page on the Website. Neither TFL or any of its employees, servants or agents shall be responsible for any error of description or for the condition of the Lot.
65. The legal documents for the Lot will be available for viewing on the Website and are non-negotiable. It is the users responsibility to carry out due diligence and investigate all matters relating to a Lot including, without limitation, legal matters, physical condition, and all other aspects. Users are advised to appoint professional advisers to consider and advise on all aspects of any intended purchase. All bids should be based solely on users independent due diligence. Users acknowledge and agree when using the Website that TFL accepts no responsibility for same.
66. Should users require legal documents, wish to raise enquiries in respect of any Lot and/or inspect a Lot, they should contact the relevant advisors or agents of the seller whose details appear on the particular Lot page on the Website. Copies of the legal documents furnished by or on behalf of sellers to TFL will be available on the Website for download and review. Users acknowledge and agree that TFL accepts no responsibility for any legal documents furnished on the Website or the replies provided to any queries raised. All users are deemed to have read and considered the legal documents.

## **TFL ROLE**

67. TFL act on behalf of the seller or an agent acting on behalf of a seller to offer a Lot for sale. TFL is authorised by the seller to present the particulars relating to a Lot for sale on the Website. TFL is also authorised, amongst other things, to request Anti Money Laundering (AML) details from bidders, to manage the collation of offers relating to a Lot and to communicate with bidders in relation to the success, or otherwise, of their offers.
68. A Lot comprises the property for sale. Particulars for Lots are issued only on the basis that users accept the Terms and Conditions which cannot be disapplied or varied by the legal documents applicable to a particular Lot.
69. TFL have authority to:
  - a. prepare the particulars from information supplied by or on behalf of each seller;
  - b. offer each Lot for sale;
  - c. sell each Lot;
  - d. receive and hold the bidder security and deposit as stakeholder/agent for the seller;
  - e. sign each contract for sale as agents for the seller and purchaser; and
  - f. treat a contract as repudiated if the successful bidder fails to pay a deposit as required by these Terms and Conditions.

## **NON-RELIANCE ON LOT INFORMATION**

70. Each user accepts that no information, statement, description, quantity or measurement contained in any advertisements or given orally or contained in any brochure, catalogue, letter, report, docket or hand out (hereinafter 'marketing information') issued by or on behalf of a seller or any agent acting on behalf of a seller in respect of a Lot shall constitute a representation inducing a user to place an offer in relation to a Lot or a condition or warranty forming part of the Conditions of Sale. Any marketing information issued by or on behalf of a seller or any agent on behalf of a seller is for illustration purposes only and is not to be taken as matters of fact. Any mistake, omission, inaccuracy or mis-description given orally or in the form of any marketing information issued by or on behalf of a seller or any of its agents shall not give rise to any right of action, claim, entitlement or compensation against TFL.
71. For the avoidance of doubt, the parties acknowledge that any previous agreement which may have been entered into by the seller and the purchaser relating to the Lot is rescinded.
72. Any statement, representation or warranty whatsoever made by the TFL, the seller, agent or employees during the course of negotiations leading to the sale which are not contained and set forth in the conditions of sale for the Lot are hereby treated as having been withdrawn and will have no force or effect at law whatsoever.
73. Any plans, maps or photographs shown on the Website are included for marketing purposes only. They are not necessarily drawn to scale and any arrows or outlines on plans, maps or

photographs are merely to assist you in locating a Lot, not for the purpose of indicating any legal boundaries.

74. If the conditions of sale do not contain a description of the Lot, or simply refer to the relevant Lot number, users take the risk that the description contained in the particulars is incomplete or inaccurate. Users acknowledge, understand and agree that the particulars provided for the Lots are not prepared by a solicitor and are not intended to form part of the contract for sale of the Lot.
75. The particulars and the conditions of sale may change prior to the auction and it is users responsibility to check that they have the correct versions prior to placing any bid on a Lot.
76. Where TFL provide information, or a copy of a document, provided by others TFL do so only on the basis that TFL are not responsible for the accuracy of that information or document.

#### **ACKNOWLEDGEMENTS OF USERS**

77. TFL's decision on the conduct of any of the processes conducted on the Website in relation to any auction and/or the proposed sale of a Lot is final.
78. TFL may, at its sole discretion, cancel an auction or alter the order in which Lots are offered for sale. TFL may also combine or divide Lots. A Lot may be sold or withdrawn from sale prior to the auction.
79. In the event of any issue arising, which materially affects the viability of the process, TFL reserves the right to, but for the avoidance of doubt is not obliged to, suspend or cancel the process relating to the potential sale of a Lot. If this occurs TFL will endeavour to provide all interested parties with as much notice as possible. TFL further reserves the right, up to the date of execution and exchange of a binding contract for sale to declare all results of the process relating to the potential sale of a Lot as being null and void without any liability attaching to TFL whether under these Terms and Conditions, at common law or otherwise.
80. TFL shall have no liability whatsoever for any loss or damage arising in the event that a user experiences connectivity issues to the Website during the auction process. In the event that users experience connectivity issues during the bidding process, you accept that no liability for such issues attaches to TFL or the seller. Users further accept that they shall have no recourse against TFL or the seller for any special, indirect, consequential, or incidental loss, including loss of profits, revenue or goodwill attributable thereto whether arising in contract, tort, by operation of law, or otherwise, even if TFL or the seller has been placed on notice of the possibility of such damages. To the fullest extent permitted by applicable law TFL shall not be liable to a user for any special, indirect, consequential, or incidental loss, including loss of profits, revenue or goodwill, arising from, or attributable to, these Terms and Conditions or TFL's performance hereunder, whether arising in contract, tort, by operation of law, or otherwise.

## RESERVE

81. Unless expressly stated TFL have not carried out valuations of any Lot. Users should not treat any reserve price that is published in respect of a Lot nor any estimate or suggestion as to the price as being a valuation for that Lot. It is users sole responsibility to decide how much they choose to bid on any Lot. If the bidding does not reach the reserve price TFL and the seller is not required to sell the Lot. Disclosure of any reserve price is at the discretion of the seller and TFL. A bid will not be successful if the reserve price has not been met.

## REGISTRATION

82. In order to be able to register for and bid in an auction on the Website users are required to create a TFL account and sign up to the particular Lots a user intends to bid on. When completed, users can sign in with their username and password. Completion of registration and receipt by TFL of the required bidding security must be completed 5 business days (being a date the banks in Dublin, Ireland are open for business) prior to the date of the relevant auction. Following such registration and receipt of the required bidding security users are then considered a prospective bidder for the particular Lot.
83. To create a TFL account a prospective bidder must provide their name, address, email address and telephone number and any further information which TFL might reasonably require. If you wish to place an offer on a Lot you must supply the name of the prospective bidder and proposed buyer (if different from the prospective bidder). A prospective bidder must also upload a copy of their photo identification (e.g. valid passport or driving licence in date) and proof of address (e.g. utility bill or bank statement which must be dated within the last 12 months).
84. Users must, when creating a TFL account, and before any bid can be made, provide all information required by TFL pursuant to the Criminal Justice (Money Laundering and Terrorist Offences) Act 2010 (including proof of your identity and residential address) and proof of funds. Proof of funds comprise a document, such as a bank statement, provided by a Bidder proving that they have the financial ability to complete the purchase of a Lot.
85. TFL reserves the right at its sole discretion to refuse to register a user of the Website where they are not satisfied with the client identification documents furnished. Separately TFL reserves the right at its sole discretion to suspend a user's use of the Website, to include but not limited to where updated client identification documents have been requested and not furnished to the requirements of TFL.
86. Where the proposed bidder is a company it warrants that it is properly constituted, validly existing and has the authority and capacity to buy the relevant Lot.
87. You are responsible for all actions taken under your account and for keeping your account details, password and multi factor authentication details safe. You ensure that nobody else knows your username, password and multi factor authentication details. If you think that somebody else knows your username and password/multi factor authentication details, you must inform TFL immediately at [info@tradeorusforestry.com](mailto:info@tradeorusforestry.com) in order that TFL can suspend your account and update details.
88. You may be held responsible for losses incurred by us or any other party as a result of someone else using or accessing your password, multi factor authentication details or account if you have

not taken reasonable steps to keep your password, multi factor authentication details and account safe.

89. By providing TFL with your email address, you consent to TFL using that email address to send you TFL services related notices, including all notices required by law, in lieu of communication by post.
90. TFL reserves the right at any time to block your account and restrict your access to any section of the Website. TFL is under no obligation to reactivate your account.
91. At registration users will be required to confirm acceptance that, as this is a sale by auction of property, they will be legally bound by the conditions of sale from the time the bidding period closes if your bid has been accepted by TFL on the Website on behalf of the seller as being the successful bid.
92. At registration users authorise TFL to execute a legally binding contract relating to the sale of the Lot together with associated service contracts to be entered into in respect of the Lot on the users behalf on the day of the auction. You are legally obliged to complete the purchase of the Lot on which you placed the highest valid bid and to comply with the terms of any referenced associated service contracts. Users accept and agree TFL are indemnified from any claims arising from exercise of such right.
93. If you participate in any auction on behalf of another person the legal effect of you doing so is as follows: -
  - (a) You will be responsible, in your own name and not simply as agent for a third-party, for ensuring compliance with all obligations in these Terms and Condition and any related documents concerning the use of this Website and/or participation as a bidder or seller in any auction.
  - (b) You warrant and undertake that you have the necessary authority to act on behalf of, and contractually bind and commit, such third party to all obligations set out or referred to in these Terms and Condition and any related documents which expressly and/or by implication apply to the third party as bidder or seller. This includes authority for TFL to enter into a legally binding contract for sale on behalf of the relevant third party where you successfully bid for a Lot on such third parties behalf.
  - (c) If for any reason the person identified by you as being the intended bidder or sellers fails to comply with any obligations which expressly or by implication apply to them, including where such third party disputes your authority to act and/or contract on its behalf, you will be responsible to TFL and the Seller for any loss we or any other third party suffers as a result of that failure. For the avoidance of doubt this includes, but is not limited to, any failure to comply with obligations relating to the purchase of any Lot for which you successfully bid.
  - (d) You accept, agree and understand that you will be responsible, in your own name and not simply as agent for a third-party purchaser, for ensuring compliance with all obligations in these Terms and Conditions, including but not limited to those relating to use of the Website and/or participation as a bidder in any auction. You must ensure that you have all necessary authority to act on behalf of, and contractually bind and

commit, the relevant purchaser to all obligations set out or referred to in these Terms and Conditions which expressly or by implication apply to intended purchasers.

#### **BIDDER SECURITY AND DEPOSIT**

94. Bidder security, the amount of which is determined by TFL, shall be paid to TFL by credit card, debit card or bank transfer when registering to bid at an auction. Separate bidder security payments will need to be made in respect of each Lot a bidder seeks to register for.
95. TFL are not obliged to but will where appropriate endeavour, at the request of a bidder, to transfer bidder security payments provided between TFL auctions. Such request must be made to [info@tradeorusforestry.com](mailto:info@tradeorusforestry.com). TFL accept no responsibility whatsoever to bidders if TFL are unable to move a bidder security on foot of such a bidder request. In the event a bidder is not the successful bidder for a Lot, the bidder security provided for such Lot will be refunded by TFL to the account details furnished by the user within 10 business days (being a date the banks in Dublin, Ireland are open for business) of the close of the auction.

#### **BANKING & BANK TRANSFERS**

96. All bank transfers facilitated by TFL through the Website are processed by Stripe.
97. Users are solely responsible for completing any bank transfers to TFL and are required to verify the completion of any transfers on the Website. TFL accepts no responsibility for the delay or failure to receive any funds transferred by a user, the incorrect transfer by a user of funds or for the consequence (to include any loss or damages of any nature) of same.
98. Users agree that TFL may hold any money users provide TFL, or which TFL receive on users behalf, in any bank, which is a bank approved by the Central Bank. TFL does not have any additional responsibilities around the protection or investment of such money. In particular TFL shall not be liable to users or to any other party for any failure to maximise the amount of interest or other amounts earned on all or part of any funds held by TFL. Users shall be liable to pay TFL all or any amount of bank charges in respect of any funds so held, any amount deductible by the bank by virtue of the application of a negative rate of interest or any other payment, deduction or withholding from such funds as may be required by the bank or by law from time to time which amounts shall be detailed as an outlay on invoices raised. Under no circumstances shall TFL be liable for any such amounts and shall not have any duty or obligation to users or to any party to take any action so as to minimise or recover any amounts deductible, deducted or withheld.
99. Users also agree that TFL is not legally responsible for a loss or reduction in the value of the money because the bank at which the money is held becomes insolvent and does not have the money to pay back the full amount.

#### **BIDDING**

100. All bidding takes place on the Website. Once user registration is approved by TFL, the bidder security has been paid and the bidding period has opened for the Lot.

101. Bidding increments will be set by TFL. All bids will be denominated in Euro exclusive of any applicable VAT save where the contract for sale or any associated transaction document for a Lot states otherwise.
102. TFL reserves the right at its sole discretion to amend the opening and designated closing time allocated to a specific Lot, for the avoidance of doubt TFL reserves the right at its sole discretion to extend the closing time allocated to a specific Lot.
103. Users cannot cancel a bid once it has been submitted. If two or more parties submit identical bids, the first valid bid recorded by the TFL system shall take precedence.
104. The Bidder who has placed the highest valid bid after the reserve price has been reached and before the end of the Auction is automatically deemed to have entered into a legally binding contract for sale with the seller to purchase a Lot and by agreeing to these terms and conditions a bidder authorises;
  - (a) TFL to sign the contract for sale and any related transaction documents for the Lot on his/her/its behalf as purchaser following the placing of the highest valid bid; and
  - (b) release by TFL of a sum equal to the deposit per the contract for sale to the Seller's solicitor to be held by the seller's solicitor as stakeholder pending Completion.
105. Once a binding contract for sale has been executed, a bidder is obliged to purchase a Lot under the terms of the contract for sale at the offer amount plus VAT (if applicable). The transaction should close in accordance with the closing date contained within the contract for sale and any associated transaction document.
106. A valid bid comprises an offer received and recorded by the TFL system during the auction for a Lot. A successful bid is made where the bidding period closes, and the purchaser's bid is (by operation of the Website) accepted by TFL on behalf of the seller (subject to and in accordance with these Terms and Conditions) as being the highest valid bid for the Lot at that time which has met or exceeded the reserve price.
107. TFL may refuse to accept a bid without any explanation. If there is a dispute over bidding TFL are entitled to resolve same at its sole discretion.

#### **DEPOSIT**

108. The deposit comprises the amount a successful bidder must pay to a seller as a guarantee that the successful bidder will proceed to complete the purchase of the Lot. A deposit taken by TFL will be held by TFL until completion of the sale of the Lot or until it is released to the seller's solicitor, whichever is the earlier. A successful bidder has the right to recover the deposit from the seller if the seller does not complete the sale.
109. Unless otherwise stated on the Lot details page on the Website the minimum contract deposit TFL accept will be 10% of the final purchase price for the particular Lot. Cash or cheque deposits are not acceptable. Successful bidders must pay the balance of the stated deposit payable (if applicable) within two business days (being a date the banks in Dublin, Ireland are open for business) of a successful bid. This can be paid by debit card, credit card or bank transfer only.

110. Users acknowledge and agree that should the entire deposit not be received by TFL within 2 business days (being a date the banks in Dublin, Ireland are open for business), the seller can elect to retain the amount received and may to take legal action against the bidder for breach of contract if the bidder fails to complete the purchase of the Lot.
111. Bidder security will immediately become non-refundable if a user makes the successful bid for a Lot at the auction. Bidder security shall be used as a part payment towards the contract deposit payable.
112. If a user purchases more than one Lot, the user will need to pay a separate bidder security and deposit for each Lot.
113. The deposit is to be held as agent for the seller unless the contract for sale for the Lot states otherwise. TFL are entitled to retain any interest they earn on a deposit during the time it is held by TFL. TFL are authorised to directly deduct any fees payable to TFL from the deposit monies received.

## **CONTRACT**

114. Successful bidders will be notified by email from TFL after the Lot closes.
115. Pursuant to the authority provided on registration, TFL will execute legally binding contracts relating to the sale of the Lot on behalf of the seller and the bidder.
116. Once the transactions contracts have been signed by TFL on behalf of both parties they will be sent by email to the seller and the purchaser. Users are at risk of losing the bidder security or the deposit paid, and at risk of the seller taking legal action against them for breach of contract, if they fail to complete your purchase of the Lot.
117. TFL reserves the right at its sole discretion to decline to change the purchaser details should a user wish to do so. Any request by a purchaser should be in writing within 24 hours of the closing of the specific Lot. TFL reserve the right to charge an amendment fee should TFL receive and agree to such a request.
118. You are obliged to buy the Lot under the terms of the conditions of sale at the purchase price you bid plus VAT (if applicable). If you successfully bid, you will become legally bound by the conditions of sale applicable to a Lot from the moment that you are successful.
119. If you are successful, and in accordance with the authority you provided on registration, TFL will digitally sign legally binding contracts for the sale of the Lot on your behalf (and on behalf of the Seller).
120. Successful bidders will require to provide a 10% contract deposit to TFL within 2 business days after completion of a successful bid.
121. TFL may retain the contract for sale digitally signed by or on behalf of the Seller until the deposit has been received in cleared funds.
122. If you do not comply with the provisions above TFL, as agent for the seller, reserve the right to, but for the avoidance of doubt, are not obliged to treat that failure as your repudiation of the

contract and offer the Lot for sale again, the seller may also have a claim against you for breach of contract.

123. If the bidder does not comply with its obligations under the contract for sale then:

- (a) The bidder is personally liable to buy the Lot even if you are acting as an agent; and
- (b) The bidder must indemnify the Seller in respect of any loss the Seller incurs as a result of the bidder's default.

#### **GENERAL**

124. These Terms and Conditions shall be governed by and construed in accordance with the laws of Ireland and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Ireland.

125. If any of the Terms and Conditions are found to be invalid, unlawful or unenforceable by a Court or competent authority, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

126. Each user of the Website acknowledges and agrees that it has not relied on any statement, promise or representation made or given by or on behalf of TFL which is not set out in these Terms and Conditions.

This document was last updated on February 28th, 2022.

