

# 1. GENERAL CONDITIONS & TENDER CONTRACT

The website of Activos Concursales, S. L., [www.eactivos.com](http://www.eactivos.com), as well as its linked pages (such as [www.eactivosplayaenbossa.com](http://www.eactivosplayaenbossa.com)) have been created with the commercial objective of disseminating movable or immovable property, and/or inherent rights to the same or independent, which come from companies that have been declared in a legal situation of Bankruptcy, or assets from companies of any other nature.

Activos Concursales, S. L. is the owner of the web [www.eactivos.com](http://www.eactivos.com) that pursues the dissemination, accessibility and transparency of the public sale of assets by Bankruptcy Administrators or other operators with the capacity to carry out the sale of assets of persons or entities in insolvency proceedings either through you or through linked pages.

The date and time by which the platform is governed, as well as all its linked pages, is the Spanish peninsular time (CET, Central European Time).

It is in this area, in which Activos Concursales, S. L. wishes to establish these General Conditions and limitations of use for users, which are extended and added in all the complementary and non-contradictory clauses that may regulate the use of other parts of the web. [www.eactivos.com](http://www.eactivos.com) and any of its affiliates.

For all those operations that can be carried out on [www.eactivos.com](http://www.eactivos.com) and any of its affiliates and that entail a collection or payment, the following conditions are established:

- A. Activos Concursales, S. L. undertakes to carry out the following actions and services for interested users:
- Allow public access for interested users to any process of realizing goods or rights.
  - Allow access to the basic documentation relating to the assets or rights to be sold, under the terms established by the Bankruptcy Administration of the selling party.
  - Manage and provide the additional information requested by interested users, even through a face-to-face visit.
  - Record all offers made by interested users in relation to the sale of goods or rights.
  - Establish measures that guarantee legal certainty both in relation to the sale order formalized with the selling party and in relation to the complete registration of the purchase offers and personality of the interested users.

The information on the assets published on the platform and on its linked pages will be, at least, that provided by the selling party, or its Bankruptcy Administration in the event of bankruptcy or universal foreclosures. In this sense, the interested users, from the time they register and subscribe to these bidding conditions, will accept as sufficient the description and information of the goods and/or rights subject to sale or public auction.

For its services and intermediation in the purchase-sale operations that are carried out directly or through the web platform [www.eactivos.com](http://www.eactivos.com) or any of its linked pages, Activos

Concursales, S.L will receive management fees to be paid by the acquiring User of any of the products that are published on the portal or on the linked pages. For the calculation of said commission, the offer made by the interested users during the publication period of the specific product and that is finally awarded the product is taken as a basis. Only the User who is finally awarded the product will be obliged to pay the aforementioned fees.

- B. The fees accrued in favor of Activos Concursales, S. L. will be determined by the application, as appropriate, of the following percentage rates:
  - Assets of a real estate nature: 5%\*.
  - Personal property and rights: 15%\*.
- C. The commission established for the specialized entity for its intervention in the realization of the goods is not included in the amount of the offer that is made. Therefore, the payment to be made by the user to Activos Concursales, S.L. It will NOT be deducted from the total amount of the last offer made, but will be paid separately, and in addition to it.

THE REGISTERED OFFER DOES NOT INCLUDE MANAGEMENT FEES. IN NO CASE DO THE OFFERS MADE INCLUDE THE TAXES APPLICABLE TO THE TRANSFER OF THE ASSETS NOR THE TAXES ON THE MANAGEMENT EXPENSES, WHICH MUST BE PAID BY THE USER WHO IS FINALLY AWARDED, IN ADDITION TO THE PRICE AND THE AMOUNT OF THE MANAGEMENT FEES.

- D. Interested users are personally responsible for the veracity of the personal data included in the registration of both the platform [www.eactivos.com](http://www.eactivos.com) and the one made through the linked websites.

In the event that the user intervenes on behalf of a third party, he or she will be personally and jointly liable for the obligations of his or her client arising from the bidding contract formalized electronically with the specialized entity both against the seller and against the specialized auctioneer entity, until the consummation of the sale operation in case of being awarded or until the end of the sale process in other cases.

- E. The User who has turned out to be the winner of a product, will be sent the itemized data of the amounts to be paid to formalize the award of the published asset of the contest, as well as the pertinent proforma invoice with taxes included on the management expenses that Occur.
- F. It will be the selling party who proposes the way to carry out the adjudication of the asset, with conditions such as place or date of signing, in attention to the limitations of the Law or the status of the Settlement Plan presented judicially. Bankruptcy Assets, S. L. declines any responsibility in this regard. At the time of signing, Activos Concursales, S.L. will deliver to the successful buyer the final invoice for their management fees.
- G. The amount to be paid to Activos Concursales, S. L. in accordance with the provisions of sections "A" and "B" mentioned above in these Conditions of Use will be paid by the User who ultimately acquires the product. These may be paid by bank transfer, prior signature and verification, or bank check payable to Activos Concursales, S. L.
- H. Any offer for the liquidation of any of the goods offered on the portal [www.eactivos.com](http://www.eactivos.com) or any of its linked pages, implies the irrevocable commitment to grant as many documents as are necessary for the purposes of transferring ownership of the same. , as well as the obligation to satisfy the amount offered, the corresponding taxes and the purchase and sale management expenses accrued in favor of Activos Concursales, S. L.

- I. You are accessing a website linked to a judicial settlement portal. All offers you make through it are binding and irrevocable. In the event that you are the highest bidder, having approved the auction in your favor, you must comply with the obligations established in condition "J" cited above in this bidding contract. Failure to attend the granting of purchase and sale contracts or payment, in whole or in part of the price, of the management fees of Activos Concurales, S. L. and its taxes will empower the Bankruptcy Administration to consider you withdrawn from your purchase offer, without need for any judicial declaration or injunction, being empowered to award the asset to be liquidated to the next best offers received in the sale process. The defaulting User must compensate the bankrupt company with 5% of the liquidation value by analogous application of the provisions of articles 647, 653, 655 and 669 of the Civil Procedure Law.

Likewise, in addition to the above, and in any case, you must fully pay the management fees accrued by Activos Concurales, S. L.

Bankruptcy Assets, S. L. and the Bankruptcy Administration may demand compulsory compliance with said obligations judicially.

In case of breach of the obligations established in these conditions, and especially those contained in this stipulation by the User-bidder in whose favor their offer has been approved, Activos Concurales, S.L. will be empowered to suspend the intervention of the non-compliant User in any other sale processes in progress in which they are registered, as well as to block or prevent their future intervention through the eactivos.com portal and any of its linked pages.

- J. The information made available to users on the platform [www.eactivos.com](http://www.eactivos.com) or its linked web pages, is provided exclusively for the knowledge of background information necessary for participation in public sales processes scheduled or active on the platform.

The abusive use of the information provided is strictly prohibited. It will be understood that abusive use is made of said information if the user who has downloaded said information is awarded the assets in the bankruptcy liquidation process outside the public sale process held through the platform [www.eactivos.com](http://www.eactivos.com) and its linked.

Users who intervene in the sale process or who download information at [www.eactivos.com](http://www.eactivos.com) or any of its affiliates regarding an asset in the process of being carried out must pay the entity's management fees if they are awarded the assets of external to the platform.