



Equilibristen gerechtsdeurwaarders

www.equilibristen.nl

IBAN: NL 60 RABO 0133151166 BIC: RABONL2U
VAT: NL81332224B02 CoC: 11059026

Special auction conditions for the forced sale by auction of the Trademarks

sale dated 17 June 2024 at the expense of the Russian Federation

Article 1. Definitions

1. Capitalised terms will have the meaning assigned thereto in the General Auction Conditions, unless a different meaning is assigned thereto in these Special Auction Conditions.

Article 2. Description of Trademarks

1. The following trademarks will be offered for sale at the Auction:
 - the Benelux word mark MOSKOVSKAYA with registration number 0726228 (**Appendix 2** - extract from the trademark register)
 - the Benelux figurative mark with registration number 0731953 (**Appendix 3**)
 - the Benelux figurative mark with registration number 0318390 (**Appendix 4**)
 - the figurative mark with international (WIPO) registration number 0827728 only insofar as this figurative mark designates the Benelux countries (**Appendix 5**)
 - the Benelux word mark STOLICHNAYA with registration number 0728245 (**Appendix 6**)
 - the Benelux figurative mark with registration number 0318391 (**Appendix 7**)
 - the Benelux figurative mark with registration number 0731954 (**Appendix 8**)
 - the Benelux figurative mark with registration number 0977467 (**Appendix 9**)
 - the Benelux figurative mark with registration number 0977468 (**Appendix 10**)
 - the figurative mark with international (WIPO) registration number 0828377 only insofar as this figurative mark designates the Benelux countries (**Appendix 11**)
 - the Benelux word mark NA ZDOROVYE with registration number 0340220 (**Appendix 12**)
 - the Benelux figurative mark with registration number 0340232 (**Appendix 13**)
 - the word mark SOVETSKOE with international (WIPO) registration number 0834602 only insofar as this word mark designates the Benelux countries (**Appendix 14**)
 - the figurative mark ZUBROVKA RUSSIAN VODKA with international (WIPO) registration number 0562217 only insofar as this figurative mark designates the Benelux countries (**Appendix 15**)
 - the Benelux figurative mark CNH with registration number 0982642 (**Appendix 16**)
 - the figurative mark KUBANSKAYA RUSSIAN VODKA, with international (WIPO) registration number 0915515 only insofar as this figurative mark designates the Benelux countries (**Appendix 17**)

- the figurative mark OKHOTNICHYA, with international (WIPO) registration number 0921554, only insofar as this figurative mark designates the Benelux countries (**Appendix 18**)
- the word mark SOVIET with international (WIPO) registration number 0846479, only insofar as this word mark designates the Benelux countries (**Appendix 19**)

which are hereby repeated and incorporated; as well as all the rights of the Russian Federation under the Dutch Copyright Act 1912 that relate to any of the picture elements of the aforementioned figurative (/word) marks (provided with registration numbers) (collectively, the "**Trademarks**").

Article 3. Deposit

1. Participants will transfer a deposit of €250,000 (in words: two hundred fifty thousand euros) into the escrow account of Equilibristen gerechtsdeurwaarders IBAN: NL 60 RABO 0133151166 BIC: RABONL2U. The deposit will have to be made into the aforementioned escrow account on Wednesday 12 June 2024 by 18:00 hours CEST at the latest. If the deposit is not made or not made on time, the Bailiff can exclude a Participant from the Auction.
2. Article 11 (Deposit) of the General Auction Conditions does not apply to this Auction.

Article 4. Registration

1. The Registration has to be submitted in full before on Wednesday 12 June 2024 by 18:00 hours CEST.
2. The Participant will submit the registration form, with PEP and UBO statement, attached as **Appendix 1** to these Special Auction Conditions, to the Bailiff.

Article 5. Award and payment

1. The Trademarks will be sold in one lot and will in principle be awarded to the highest Bidder. If the highest Bid exceeds €250,000 (in words: two hundred fifty thousand euros), a Deed of Award will only be drawn up after the remaining amount of the Purchase Price has been received on said escrow account (IBAN: NL 60 RABO 0133151166 BIC: RABONL2U) (including any turnover tax and costs due). This payment must be received on Monday 24 June 2024 by 18:00 hours CEST at the latest. Turnover tax of 21% will be charged on the Purchase Price, unless the Purchaser demonstrates that no Dutch turnover tax is due on the purchase.
2. The deposit paid by unsuccessful Bidders will be refunded if a Bidder is no longer bound by his Bid as referred to in Article 5.5 of the General Auction Conditions, and no later than Tuesday 25 June 2024.
3. If the Purchaser does not pay the additional amount of the Purchase Price (including any turnover tax and costs due), the Trademarks will in principle be awarded to the second highest Bidder, etc., and the deposit paid will be forfeited and transferred by the Bailiff to the Seller.

Article 6 The Bid Ticket

1. Presentation of a Bid Ticket for the Auction can only take place after completion of Registration.
2. The Bid Ticket has been established and is attached as **Appendix 20**.

Article 7. Registration of the Deed of Award

1. The Deed of Award, or a document evidencing the transfer of the Trademarks, will be offered for registration at the Benelux Office for Intellectual Property (BOIP) by the Bailiff at the Purchaser's request, and a copy thereof will be sent to the Purchaser.
2. The Seller and/or the Bailiff give no guarantee whatsoever as to how the BOIP will process the request for registration referred to in Article 5.1. In this context, the Purchaser(s) cannot derive any right from the processing or late processing of a request for registration or the failure to process a request for registration.

Article 8. Sale 'as-is', exclusion of liability and exclusion of Title 7.1 Dutch Civil Code

1. Descriptions of the Trademarks and all information provided by or on behalf of the Bailiff and/or the Seller are made to the best of their knowledge and are presumed to be indicative only, without the Bailiff or the Seller guaranteeing their accuracy. The Bailiff and/or the Seller accept no liability for any inaccuracies or incompleteness in the description of the Trademarks. The Purchaser and/or the Bidder will not be entitled to withdraw a Bid or to terminate the purchase agreement as established in the Deed of Award if it appears that the Trademarks do not comply with their description.
2. The Purchaser purchases the Trademarks *as is* and in the condition they are in at the time of transfer, with all the associated benefits and burdens, and the Purchaser has no claim whatsoever in respect of this condition and the (intended) use of the Trademarks against the Seller or the Bailiff.
3. The Purchaser cannot claim that the Trademarks are subject to a charge or restriction that should not have been placed thereon, or that the Trademarks do not comply with the agreement. The application of Title 7.1 (purchase and exchange) of the Dutch Civil Code is hereby excluded by the Seller and does not apply to the sale of the Trademarks. The Purchaser agrees to the aforementioned exclusion and therefore cannot invoke any statutory provision laid down in Title 7.1 (purchase and exchange) of the Dutch Civil Code against the Seller in respect of the Trademarks.

Dordrecht, the Netherlands, April 2024