

General Terms and Conditions for public and online auctions of moveable goods, to be held by the private company B.V. Venduehuis der Notarissen te 's-Gravenhage, latest version 1 November 2019

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Article 1 Definitions

1.1. For the application of the provisions of these General Terms and Conditions the following expressions shall have the following meanings:

General Conditions: these General Conditions which apply to public Auctions of moveable goods, as well as the specific conditions for Online Auctions which also apply to Online Auctions and distance selling;

Online Auction Conditions: the conditions included in the present General Conditions which apply to Online Auctions in addition to the General Conditions, and which prevail where they deviate from the General Conditions;

Mediator: the person who contributes to the establishment of an agreement between the Seller and the Auction House;

Bidder: the person who makes a Bid during an open ascending price auction, or the person who makes a Commission Bid preceding the start of the Auction, or the person who makes a Bid on the Internet;

Bid: a verbal (whether or not by telephone) or written bid, or a bid made in another way, if explicitly offered by the Auctioneer such as electronically, through the Internet or per email;

Commission Bid: a Bid communicated electronically, in writing, or per email by the Bidder to the Auction House, up to thirty minutes preceding the start of the Auction, which includes the name, address and telephone number of the Bidder, and the maximum amount the Bidder will pay for the Good;

Consumer: the Bidder who is not acting during the exercise or a business occupation;

Heritage: moveable goods as defined by the Dutch "Erfgoedwet" or Law on Heritage from 9 December 2015;

Hammer Price: the nominal price announced by the Auctioneer at which the Auctioneer allots a Good to the Buyer, or the highest Bid during an Online Auction;

Right of Withdrawal: the right of the Consumer to withdraw the Buy within a withdrawal period of fourteen days following the day of delivery or issuing at the Auction House;

Consignment: the submission of one or more Goods for Auction by a Seller. The Goods submitted by any one Seller are also referred to collectively as "Input";

Input Brokerage: Costs which must be paid by the Seller including the value-added tax owned thereon. Input Brokerage is also called "Seller's Commission";

Consignment Agreement: the Agreement reached with the Seller at Consignment of a Good to be auctioned which includes the name and address of the Seller, the Insurance Value, the Estimate, if applicable the Limit and any other agreements such as the specific Auction at which the Good is to be sold;

Inspection of Public Sector Data and Heritage: The Inspection safeguards the accessibility of data from the public sector and the careful handling of heritage;

Lot: the Good to be sold at Auction, referred to in these General Terms and Conditions as Good;

Buy: the buying agreement which is entered into through the acceptance of a Bidder as Buyer by the Auctioneer by means of a hammer stroke, or the buying agreement which is entered into during an Online Auction by making the highest Bid and the acceptance thereof by the Auction House;

Buying Price: the Hammer Price plus Premium and possibly "Droit de Suite" fee;

Buyer: the Bidder whose Bid is accepted during the Auction, or the Bidder whose highest Bid is accepted during an Online Auction;

Buyer's Commission: Costs which must be paid by the Buyer including the value-added tax owned thereon. Buyer's Commission is also called "Buyer's Premium" or "Premium";

Costs: the costs which must be paid by the Seller and/or the Buyer to the Auction House for services rendered, including the value-added taxes applicable thereto, such as but not limited to costs for administration, insurance, research, inspections, valuation, transportation, restoration, pictures, delivery, storage, as well as Input Brokerage and Premium;

Limit: the minimum Hammer Price agreed upon by Seller and Auction House;

Margin Scheme: Margin Scheme on the basis of Part 5 of the Law on Value-Added Tax 1968;

After Sale: the offering for sale of the Good or Goods on the website of the Auction House after the Auction;

Notary: the notary public who exercises the official supervision as provided for in article 1 of the Law of 15 December 1971, Official Gazette 748, upon instructions by the Auction House;

Reserve: the right of the Auction House to hold the Good in Reserve, even if Bids are made, such as if the Limit is not reached;

Privacy Policy: the Privacy Policy available on the website of the Auction House which is applicable to the processing of personal information provided to the Auction House;

Estimate: an indication of the possible Hammer Price of a Good provided by the Auction House to Seller and Bidder and from which neither Seller nor Bidder/Buyer can derive any right;

Auction: a public sale of moveable Goods as defined in article 1 of the Law of 15 December 1971, Official Gazette 748, organised by the Auction House;

Online Auction: an automated open ascending price Auction organised by the Auction House on the website of the Auction House, www.venduehuis.com, which is not to be deemed a public Auction and at which no Notary Public or Auctioneer is present. In these conditions "Auction" must be read as "Online Auction" unless the opposite is clear from the specific Online Auction Conditions;

Auction House: the private company with limited liability "B.V. Venduehuis der Notarissen te 's-Gravenhage", also acting under the names "Venduehuis", "Van Stockum's Veilingen" and "Venduehuis Next Door";

Auctioneer: the person who, upon instructions of the Auction House, is in charge of the actual management of the auctioning by ascending price;

Vendue Next Door: the trade name of Auction House for certain Online Auctions;

Sale Price: the Hammer Price, minus the Input Brokerage;

Seller: the person who, as full owner or as legal representative of the full owner, charges the Auction House to sell a moveable Good at Auction;

Insurance Value: the amount for which the Auction House will insure the consigned Good, to be determined exclusively by the Auction House. The amount may be higher or lower than the Estimate;

Droit de Suite Fee: a percentage of the Hammer Price plus Premium excluding value-added tax, owed on the basis of the Copyright Act for the sale of original works of art: a work of graphic or visual art such as images, collages, paintings, drawings, engravings, prints, lithographs, sculptures, tapestries, ceramics, glass objects and photographs, which is charged to the Buyer;
Good/Goods: a good to be auctioned or a number of goods which can be auctioned in combination, and which the Auction House in practice refers to as "Lot".

- 1.2. Concerning the terms in or applicable under these General Conditions the provisions of or under the General Extension of Time Act (Act of 25 July 1964 Official Gazette 314) apply mutatis mutandis.

Article 2 Applicability

- 2.1. These provisions are applicable to all legal acts by and legal relations between the Auction House, the Seller, the Mediator, the Bidder and/or Buyer, which relate to an Auction, including those concerning the bidding, the buying, the sale, the mediation, the valuation, the assessment, the viewing, the appraisals, the cataloguing, the safekeeping and the storage.
- 2.2. Variations of stipulations or possible General Conditions and Online Auction Conditions of Seller, Bidder and/or Buyer are only applicable if and in so far as these have been expressly accepted in writing by the Auction House, and this exclusively for the legal relation for which they were accepted.
- 2.3. The applicability of the General Conditions and Online Auction Conditions is notified to the visitors to Auctions, Sellers, Bidders and Buyers by publication on the website of the Auction House and/or elsewhere, or by an announcement and/or making available of a copy prior to the Auction. All participants to an Auction thereby acknowledge full acceptance of the applicability of these conditions as well as of the Privacy Policy of the Auction House.
- 2.4. The Auction House reserves the right to make changes to the General Conditions and Online Auction Conditions from time to time without prior notice. The version which is applicable to the Auction is the version which can be found on www.venduehuis.com and which can be consulted at the address of the Auction House prior to the Auction.
- 2.5. If for an Auction, such as an Online Auction or a special Auction, specific general conditions are declared to be applicable, these will prevail over the present General Conditions in the case of variation.

Article 3 Organisation of the Auction

- 3.1. The Auction House makes public on which days and times an Auction will be held.
- 3.2. The Auction is held at the Venduehuis der Notarissen at Nobelstraat 5 in The Hague or at another venue to be determined by the Auction House or on the website www.venduehuis.com.
- 3.3. The Auction House makes public what Goods will be auctioned in a manner to be determined by him.
- 3.4. The Auction House determines the type of Auction.

- 3.5. The Auction House reserves the right to exclude anyone from Bidding on a Good or to block the Bidding account. The Auction House also reserves the right to require a deposit, bank guarantee or other assurances from the Bidder as a prerequisite for participation in the Auction.
- 3.6. The Auction House reserves the right to impose a Bidding Limit on anyone, due to which the Bidder is restricted to an amount to be determined by the Auction House at Auction.
- 3.7. A Good to be Auctioned comes under the Margin Scheme unless otherwise notified.

Article 4 Input

- 4.1. The order to Auction between Seller and Auction House is established by the receiving of the Input by the Auction House. After this receipt the Auction House represents the Seller towards third parties.
- 4.2. The Auction House only accepts an Input from the Seller against a Receipt. The Seller ensures that the Input is properly packaged. The Seller may not be younger than 18 and must provide a valid proof of identity.
- 4.3. The Auction House may require from the Seller valid proof of identity, written authorisation or other supporting documents. By the Law on Prevention of Money Laundering and Financing of Terrorism (Wwft) the Auction House is required to determine and record the identity. The Auction House may conduct client research as outlined in the Wwft. The Auction House is indemnified of claims by third parties resulting from the research conducted by the Auction House in accordance with the Wwft.
- 4.4. The Seller declares that no prior deduction of value-added tax has been applied to the Input.
- 4.5. The Seller receives a confirmation which includes:
 - a general description of the Input;
 - the Estimate;
 - the Insurance Value;
 - the agreed Input Brokerage and Costs;
 - possible flaws;
 - the Limit if applicable;
 - any other agreements such as the destination for a special or Online Auction.
- 4.6. The Auction House has the right to refuse all or part of an Input without giving the grounds therefore. Even after receipt the Auction House is entitled, provided the grounds therefore are given, to return all or part of an Input to the Seller and not to auction it, in which case the Seller is not liable for any Costs and the Auction House is not liable for any damages caused by the Auction not taking place.
- 4.7. The Seller has the right to retrieve the Input up until the start of the Auction against payment of 30% of the low Estimate plus all Costs incurred and amounting to at least €250.00. If the Seller does not accept this valuation he may have the Input re-valued, at his own expense, by three valuers certified in the field concerned or assessors generally recognised in the field concerned of which one is appointed by the Auction House, one by the Seller and

a third by the two previously appointed assessors. If the valuation of the Input differs after re-valuation, the differing value is applicable for the purposes of this article.

- 4.8. The Auction House has the right to combine various Goods from one Seller and to auction these as a single Lot.
- 4.9. The Goods are auctioned as they are.
- 4.10. The Auction House has the right to sell a Good below the Limit at Auction without the permission of the Seller if the difference between the amount and the Limit agreed upon is at the expense of the Auction House.
- 4.11. The Auction House is entitled to photograph, illustrate or otherwise depict or cause to be depicted in any manner all Input, both before, during and after the Auction. The Seller is liable for the costs thereof. The Auctioneer retains the copyright to these images.
- 4.12. The Auction House reserves the right to present to the Seller a Bid placed prior to the Auction which deviates disproportionately from the high estimate and, at the Seller's request, sell the Good for the amount of the Bid outside of the Auction in a so-called Private Sale. The Auction House has the right to charge the Seller and the Buyer with the applicable fees.

Article 5 Obligations and warranties of the Seller

- 5.1. The Seller guarantees the Auction House that he is the legal owner of the Input, or that he has the authority to legally dispose thereof. The Seller safeguards the Auction House against all claims by third parties based on the violation of any rights to the Input, including intellectual property rights.
- 5.2. The Seller is obliged to state to the Auction House all characteristics and flaws or flaws which he suspects to be present in the Input at delivery. The Seller must safeguard the Auction House against all claims by the Buyer or possible third parties concerning the Input, in the broadest sense, as well as against claims on the basis of article 12.
- 5.3. The Seller of a Good, of which it is known that it, if it does not conform to the usual expectations in such a situation or should be considered a special danger for people or other Goods, remains, until such risk is transferred to the Buyer, liable in the case that such danger emerges.
- 5.4. The Seller is liable for payment of Input Brokerage to the Auction House on the basis of the Input, plus possible Costs. In case of unsold Goods as a result of the Limit Price not being reached the Seller is liable for the payment of Input Brokerage on the Limit Price.
- 5.5. If an Input has not been brought to Auction for a period of six months for any reason other than the destination for a special Auction, the Input will be sent back, fully for the account and risk of the Seller, or will have to be collected by the Seller after a request thereto.
- 5.6. Upon written notification of the non-selling of an Input by the Auction House, the Seller must collect the Input within seven days of the date of the notification.
- 5.7. The Seller is in default if he has not collected the Input within the term provided for in article 5.6.

- 5.8. The Auction House has the right to charge Costs to the Seller who has not collected the Input within the term provided in article 5.6. Furthermore the Auction House has, in such a case, the right to auction the Input again, whereby a Limit of 50% of the original Limit will be applied, if a Limit was agreed, or if no limit was agreed to sell the Input at Auction at any price.
- 5.9. The Seller must pay the invoice of the Auction House by return of mail.

Article 6 Obligations of the Auction House

- 6.1. The Auction House treats the Input with the care which befits a prudent Auction House.
- 6.2. The Auction House only acts in the interest of the Seller and will sell a Good at the highest possible price at Auction. The Auction House does not advise the Seller and Bidder. If the Auction House mentions the state or characteristics of a Good, neither Seller, Bidder nor Buyer can derive any rights from this. If the Auction House uses an image of the Good this will be as faithful as possible, without the Seller, Bidder or Buyer being able to derive any rights from this. Ostensible mistakes in the description of the Goods are not binding for the Auction House. The Auction House can also not be held liable for any deviations in colour in images or as a result of the settings of a display screen or source of light.
- 6.3. Descriptions are provided by the Auction House and its staff to the best of their abilities. The Auction House is not obliged to give a full description of a Good, including the state and characteristics thereof. The Auction House always reserves the right to withdraw or change an earlier description, including any photographs.
- 6.4. When announcing an Auction the Auction House will mention:
- a. the applicability of the present General Conditions;
 - b. the description of the Goods to be auctioned;
 - c. the order of the Goods to be auctioned.
- 6.5. The Auction House supplies an invoice to the Buyer. This mentions the Sale Price and any Costs including the applicable value-added tax. It also mentions any Droit de Suite Fee and other Costs.
- 6.6. If the Auction House has received the full sum owed by the Buyer, he is held to pay the Sale price to the Seller after thirty days, minus any Costs, and taking into consideration the term for the invocation by the Buyer of the right to dissolution or annulment as provided for in article 12, or of retraction as provided for in article 16, with prejudice to a possible appeal for settlement by the Auction House. If any Costs exceed the sum to be paid by the Auction House to the Seller, the Auction House will provide an invoice for these to the Seller.

Article 7 Procedure during the Auction

- 7.1. During the Auction the Auctioneer represents the Auction House.
- 7.2. Bidding is only in euros and in ascending value.
- 7.3. The Auction House and the Auctioneer reserve the following rights:
- a. to refuse a Bid without statement of reasons;
 - b. to refuse persons or companies as Bidders or Buyers without statement of reasons;

- c. to not allow a Commission Bid to be entered into the Auction;
- d. to make changes to the order of the Goods to be auctioned;
- e. to add a Good;
- f. to combine or separate Goods, meaning initially offering Goods separately and later as a single Lot, after which the Buy is concluded for the highest total Price;
- g. to bring a Good concerning which a dispute occurred at the Auction or shortly after the Auction back to an Auction, and dissolve any Buy;
- h. to correct a mistake made during Bidding and/or allocation, or dissolving a purchase without a Bidder being allowed to make use of a mistake and being allowed to invoke the purchase at that time;
- i. to claim immediate full or partial payment, whereby the Auction House and Auctioneer have the right to dissolve a purchase upon refusal or inability to pay, and subsequently re-auction the Good in question without accepting the Bid of the defaulting Bidder;
- j. to dissolve the purchase and re-auction a Good if the Buyer refuses to provide his full name and address, and to show his identification at first request;
- k. to not to hand over a Good during the Auction.

7.4. A Commission Bid receives precedence over a Bid made during the Auction, provided it is made at least thirty minutes before the start of the Auction. The oldest Commission Bid receives precedence over later Commission Bids with the same Bid amount.

7.5. The Auctioneer allocates the Good to the highest Bidder. If the Commission Bid is higher than or equal to the highest Bid made during the Auction, the Auctioneer allocates the Good to the Bidder of the Commission Bid and if two identical Commission Bids have been placed to the Bidder of the oldest Commission Bid.

7.6. If a bid is held in Reserve during the Auction, the Auction House reserves the right to offer the Good or Goods on the website of the Auction House immediately after the Auction, for a price to be determined by the Auction House and taking into account the Limit, or to privately sell the Good or Goods after the Auction taking into account the agreement with the Seller. The Buy is also concluded taking into account the present General Conditions.

7.7. The judgment given by the Notary Public at the Auction stands.

7.8. The Auction House, those employed by him and who are working during the Auction, the Auctioneer and the Notary Public are not allowed to Bid during the Auction.

Article 8 Obligations of the Bidder/Buyer

8.1. By bidding during or prior to the Auction the Bidder is deemed to fully accept the present General Conditions.

8.2. If the Bidder makes a Commission Bid, this is fully for his account and risk. The Buyer cannot hold the Auction House responsible if the Auction House does not allow a Commission Bid to be entered into the Auction.

8.3. A Bid made during the Auction cannot be withdrawn. A Commission Bid can be withdrawn by the Bidder up to thirty minutes before the Auction, in writing or per email, whereby the Bidder includes his name, address and telephone number, as well as the Auction in which the Good is to be auctioned, Good and Bid amount of the Commission Bid.

- 8.4. The Bidder may not be younger than 18 and must be able to enter into legally binding agreements. Every Bidder is expected to bid fully for his account and risk and to conclude a Buy fully for his account and risk.
- 8.5. It is forbidden to seek contact with the Seller outside of the Auction and to enter into a purchase agreement circumventing the Auction and the Auction House.
- 8.6. At an Online Auction the Bidder will only be able to Bid after fully completing a digital application form, and after being accepted as Bidder by the Auction House. The Bidder will then be given a Venduehuis account and will log in with the username and password which he has received and/or chosen.
- 8.7. The Bidder must not transfer his Venduehuis account to a third party or third parties and must not log in with the username and/or password of another person. If a third party, even if he is younger than 18 and/or unable to enter into legally binding agreements, makes a Bid using the Venduehuis account of the Bidder, the Bidder is responsible for all consequences.
- 8.8. The Auction House reserves the right to block the Venduehuis account of the Buyer or Bidder without statement of reasons. The Auction House also reserves the right to ban the Buyer and/or Bidder from future Auctions.
- 8.9. The Bidder will not undertake any actions which put an unreasonable strain on the infrastructure of the Auction House or which cause damage to the infrastructure or to the Online Auctions, or to the good reputation of the Venduehuis, Van Stockum's Veilingen and/or Vendue Next Door.
- 8.10. Prior to the Buy the Bidder must thoroughly and knowledgeably inspect (or have inspected) the condition, the characteristics and the description of a Good and form his own opinion about it, including but not limited to the maker, the history, the condition, the quality, the originality or authenticity, the style, the suitability for the proposed use, the value, the estimated sale price, whether a Droit de Suite Fee will be due, if a Good has been restored, renewed or repaired, and about the measure in which the Good is in accordance with the descriptions and the Bidder must, where reasonably necessary or desirable, request independent advice by experts, while the Bidder cannot rely on photographs or illustrations or other images. If certain flaws or imperfections are mentioned this should be an indication which is not exhaustive and from which the Bidder cannot derive any rights.
- 8.11. The Buy is concluded when the Auctioneer accepts the Bidder as Buyer by means of hammer stroke, or by the Bidder placing the highest Bid during an Online Auction and the acceptance thereof by the Auction House.
- 8.12. The Buyer must supply his name, address and proof of identity upon first request. On the basis of the Law on Prevention of Money Laundering and Financing of Terrorism (Wwft) the Auction House is required to determine and record the identity. The Auction House reserves the right to conduct client research as outlined in the Wwft.
The Auction House is indemnified of claims by third parties resulting from the research conducted by the Auction House in accordance with the Wwft.

- 8.13. The Buyer must pay the invoice of the Auction House per return of mail and within seven days.
- 8.14. The Auction House has the right to charge the Buyer who does not take possession of a Good bought at Auction within the term provided in article 9 for Costs.
- 8.15. The Buyer does not have the authority to apply any settlement of his debt with a pretended claim on the Auctioneer.
- 8.16. The Auction House reserves the right to ban a defaulting Buyer from Auctions.

Article 9 Handover of the Goods

- 9.1. The Buyer must take possession of the Goods immediately after full settlement of the money owed and is deemed to be in default without notification if he does not do so.
- 9.2. Without prejudice to the provisions of article 8.15 the Costs of collection are for the account of the Buyer.
- 9.3. The Auctioneer is entitled to suspend his obligation to hand over a Good until the Buyer or Seller has fully paid the money owed to the Auction House.

Article 10 Transfer risk

- 10.1. The risks of damages and/or destruction of the Good to be auctioned remain with the Seller until the Goods have been handed over to the Buyer. Thereafter the risks of damages and/or destruction of the Good are transferred directly to the Buyer.
- 10.2. If the Buyer invokes the right to dissolution or annulment of the purchase on the basis of the provisions of article 12, or revokes the purchase on the basis of article 16, the risks to the auctioned Goods immediately return to the Seller, without prejudice to the obligation of the Buyer to immediately hand over the Good(s) to the Auction House in the condition in which he received the Good(s).

Article 11 Default by the Buyer

- 11.1. The Buyer is deemed to be in default without notification when the payment term is exceeded without payment having been made.
- 11.2. The Buyer must reimburse the Auction House for the damages caused by late payment plus any Costs and the legal interests.
- 11.3. The Seller recognises the right of the Auction House to demand fulfilment from the Buyer who exceeds the payment term, or to proceed to the dissolution of the Buy or first demand payment from the Buyer, and to then, if this demand is not successful, proceed to dissolve the Buy.
- 11.4. All costs arising from or in relation to the enforcement of its rights by the Auction House resulting from a Buy made by the Buyer during the Auction, including all Costs arising from or in relation to any judicial and/or extrajudicial collection of sums not paid fully or on time will be for the account of the Buyer, without further notification being required. The amounts for these costs entered into the accounts of the Auction House will form full proof concerning the aforementioned costs, subject to evidence in rebuttal from the Buyer.

- 11.5. If the Buyer defaults on payment within the determined period the Seller and/or the Auctioneer has, without prejudice to any reimbursement for Costs, damages and interest, the right to consider the Buy as dissolved without any judicial intervention or notice of default being required, and to re-auction the Good, such re-auctioning to be done for the account of the defaulting Buyer and under such provisions as the Seller and/or the Auctioneer determine. The difference between the lower proceeds of the re-auctioned Good and all Costs, damages and interest, as well as all Costs of the first Auction must be paid by the defaulting Buyer upon first request, failing which he will be in default, while he cannot profit from any higher proceeds and cannot claim reimbursement of the Costs already paid.
- 11.6. If the Seller and/or Auction House makes use of the aforementioned right to deem the purchase legally dissolved due to default, but does not proceed to re-auction, he can claim twenty five percent (25%) of all the Buyer owes as a fine in lieu of reimbursement of Costs, damages and interests. The Buyer cannot claim payments made by him, except that any partial payment of the Buying Price is applied to the compensation for damages or fine, and any surplus must be restituted to him.

Article 12 Hidden flaws and misleading description

- 12.1. If the Buyer is able to prove that the Seller or the Auction House knew that a Good sold at Auction has a hidden flaw or that the description by the Auction House is so misleading that, if this hidden flaw or misleading description been known to the Buyer during the Auction he would not have made the Bid, the Buyer has the right to dissolve the purchase by written notification addressed to the Auction House, or to annul it on the basis of mistake or deception.
- 12.2. The Buyer may only use the right under article 12.1 within a term of one month, to be counted from the day after the Auction.
- 12.3. If the Buyer cannot return the Good purchased by him at Auction in the condition in which he received it the rights provided in article 12.1 are not valid.
- 12.4. In case the Auction House relied on the information of the Seller for the writing of the description, the Seller must fully safeguard the Auction House from all claims by the Buyer or possible third parties as described in this article.
- 12.5. The Buyer does not have a right to a dissolution of the Buy if the description was recalled prior to or during the Auction and prior to the placing of a Bid, and if the corrected description was communicated to the public either verbally, in writing or via the website.

Article 13 Limitation of liability of Auction House

- 13.1. The Auction House is not liable for the not taking into account of a Bid which was made verbally, by telephone, in writing or electronically, or a Commission Bid which was made in writing or electronically. The Auction House is also not liable for (technical) faults, amongst others in electronic, postal, telephone or internet services.
- 13.2 Without prejudice to the provisions of article 13.1 the Auction House is not liable in the case of malfunctions at Online Auctions which occur either at the Auction House or at third parties. The Bidder accepts that he cannot hold the Auction House liable for these. In this way the

Bidder accepts, amongst others, that it may be impossible for him to register, that he may not be able to make a (timely) Bid, or that his Bid may not be accepted or confirmed.

- 13.3. The Auction House is not liable towards the Seller or Bidder during the exercising of the right of refusal of a Bid or Bidder.
- 13.4. The Auction House is not liable towards the Seller and/or Bidder and/or Buyer because of visible or invisible flaws, because of the description of a Good, the condition of a Good, the characteristics, the qualities or appellation, the materials such as types of wood, fabrics, alloys, ceramics, porcelain, precious metals and diamonds, because of delays or changes in atmospheric conditions, except in case of intent or gross culpability, without prejudice to the rights of the Buyer as provided in article 12.1.
- 13.5. The Auction House is not liable towards the Seller and/or Bidder and/or Buyer for the not auctioning of a Good, or for the exercising of its rights as provided for in article 7.
- 13.6. The Auction House is not liable towards the Seller and/or Bidder and/or Buyer for loss, damage and theft with or without burglary, of any nature and any cause, of a Good to be auctioned or bought at Auction, except in case of intent or gross culpability on the part of the Auction House and without prejudice to the insurance policies of the Auction House.
- 13.7. The Auction House is not liable for loss of profit, consequential damages, financial loss, and/or indirect damages.
- 13.8. Entering the buildings and grounds used by the Auction House is at own risk. The Auction House has the right to refuse anyone entrance to these buildings and grounds without statement of reasons.
- 13.9. The Auction House is not liable for any accident or any damage to a person in or near the buildings or grounds where there is the possibility of delivering, storing, viewing, where the Auction takes place, or where the Goods sold are collected, except in case of intent or gross culpability by the Auction House, or coverage by the insurance policies of the Auction House.
- 13.10. The Auction House is not liable for any matters resulting from the Law on Heritage, including obtaining an export licence for any Good bought at Auction nor the resulting Costs for the Buyer (see also [file:///C:/Users/Gebruiker/Downloads/Brochure+Invoer+en+uitvoer+van+Cultuurgooderen+Ministerie+OCW+Erfgoedinspectie%20\(4\).pdf](file:///C:/Users/Gebruiker/Downloads/Brochure+Invoer+en+uitvoer+van+Cultuurgooderen+Ministerie+OCW+Erfgoedinspectie%20(4).pdf))
- 13.11. The Auction House is not liable for force majeure.

Article 14 General provisions

- 14.1. Nullity, destruction or ineffectiveness of one of the provisions of the General Conditions does not prejudice the validity of the other provisions. In case one or more provisions are null, destroyed or ineffective, replacement provisions which are valid and which are as near as possible to the voided provisions will be agreed with the Seller, Bidder or Buyer.
- 14.2. To all agreements between the Auction House and the Seller and/or Bidder and/or Buyer only Dutch law is applicable.

- 14.3. All disputes, including those which are considered as such by one party only, resulting from or in relation to the legal relation to which the present conditions are applicable, or the conditions concerned themselves or their execution, both in the factual and legal sense, will be settled by the Court of The Hague, without prejudice to the right to appeal and cassation and the requesting of a temporary provision.
- 14.4. The present General Conditions will always be available for consultation by the public at the Auction and on the website of the Auction House.

Article 15 Online Auction

- 15.1. The present General Conditions apply to Online Auctions, except where they deviate from the Commission Bid and articles 7.1, 7.4, 7.5 and 7.7. The following articles 15 and 16 and the form for withdrawal of the Buy apply only to Online Auctions.
- 15.2. The Auction House provides a starting Bid and all Costs and any Droit de Suite Fee regarding the purchase and delivery of the Good when offering a Good, and the method of payment.
- 15.3. The starting Bid which will also be used as Limit is to be determined by the Auction House.
- 15.4. The Bidder can make a Bid until the closing of the Online Auction. By making a Bid the Bidder accepts he is entering into a payment agreement. The Bidder will receive an email as confirmation of his Bid.
- 15.5. The Bid made can be a direct Bid or a maximum Bid. In case of a maximum Bid new Bids will be made automatically until the maximum amount is reached.
- 15.6. By making a Bid, a binding buying agreement is entered into provided the Bid is the highest Bid, made in a timely manner and confirmed by the Auction House.
- 15.7. The Bidder who has made the highest Bid at the time of closure of the Online Auction will receive an email of confirmation as soon as possible and is liable to pay for and collect the Good.
- 15.8. The Auction House will send an email containing an invoice to the Buyer after a buying agreement is entered into. The Buyer must pay the invoice of the Auction House by return of mail and within seven days.
- 15.9. The Buyer is liable to collect the Good within seven days after the closure of the Online Auction. The Auction House will only hand over the Good after full payment of the invoice.
- 15.10. If the buying agreement is entered into electronically, the Auction House will take appropriate technical and organisational measures to protect the electronic transfer of data and provide a safe online environment. If the Consumer can pay electronically, the Auction House will apply appropriate safety measures to which the Privacy Policy of the Auction House applies.

Article 16 Right of Withdrawal of Consumer

- 16.1. If the Consumer has made a Bid and entered into a buying agreement, the Buy and thereby the buying agreement can be withdrawn by the Consumer within the withdrawal period of fourteen days after the day of delivery or collection of the Good, or:
 - a. if the Consumer has purchased multiple Goods at the same Online Auction: the day on which the Consumer, or a third party appointed by him, received or collected the last Good;
 - b. if the delivery of the Good consists of several deliveries or parts: the day on which the Consumer, or a third party appointed by him, received the last delivery or part.
- 16.2. During the withdrawal period the Consumer will treat the Good and its packaging with care. He will only unwrap or use the Good to the extent required to determine the nature, the characteristics and the functionality of the Good on the principle that the Consumer can only use and inspect the Good as he would in a store.
- 16.3. If the Consumer uses his Right of Withdrawal he must communicate this to the Auction House within the withdrawal period using the sample form for withdrawal below or in another unambiguous manner.
- 16.4. With regards to the Right of Withdrawal of the Consumer the articles of book 6 of the Civil Code apply accordingly.

APPENDIX I: Sample form for withdrawal

(Only fill in and submit this form if you wish to withdraw the agreement)

To:

B.V. Venduehuis der Notarissen te 's-Gravenhage

Nobelstraat 5

2513 BC The Hague

The Netherlands

Telephone number +31 (0)70 365 88 57 (local tariff)

Email: info@venduehuis.com

- I/We* hereby inform you that I/we* withdraw our agreement regarding the Buy of the following Goods: [specification of Good]* purchased at the Online Auction on [date]*.
- [Name Consumer(s)]*
- [Address Consumer(s)]*
- [Signature Consumer(s)]* (only if this form is submitted on paper)

* Please cross out that which does not apply or fill in that which applies.