

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 December 2014

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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.

Bidder: the person who makes a Bid during an open ascending price auction;

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

Consumer: the Bidder who is not acting during the exercise of a business occupation.

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;

Lot: one or more Goods submitted for Auction by a Seller;

Input brokerage: Costs which must be paid by the Seller including the value-added tax owed thereon;

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;

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 research, inspections, valuation, restoration, pictures, delivery, storage, as well as Input brokerage and Premium;

Limit (Reserve): the minimum Hammer Price agreed by Seller and Auction House;

Margin scheme: Margin scheme on the basis of Part 5 of the Law on value-added tax 1968;

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;

Receipt: proof of entering one or more Goods to be auctioned, including the name and address of the Seller;

Premium: Costs which must be paid by the Buyer including the applicable value-added tax;

Unsold: the Auction House not selling a Good, even though bids have been received;

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 not 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 name “Venduehuis” 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 the Online Auctions

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;

Sale price: the Hammer price, minus the Input brokerage;

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, carvings, 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.

- 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 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 fully 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.nl 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 in 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.nl.
- 3.3. The Auction House makes public what Goods will be auctioned in a manner to be determined by him.
- 3.4. 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 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 Seller declares that no prior deduction of value-added tax has been applied to the Input.
- 4.4. The Seller and Auction House may agree a Limit (Reserve) price.
- 4.5. The Seller receives a confirmation which includes:
 - a general description of the input;
 - possible flaws;
 - the Limit (Reserve) price if applicable;
 - if applicable 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% or less, at the sole discretion of the Auction House, of the Limit price, or, if no Limit price was agreed or for an Online Auction, on the price at which the Auction House values the Input, plus all costs incurred. 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-evaluation, 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 is entitled to photograph, illustrate or otherwise depict or cause to be depicted in any manner, all Input, both before, during as after the Auction. The Seller is liable for the costs thereof. The Auctioneer retains the copyright to these images.

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. 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 is not conforming 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, remains liable in the case 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 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 for 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. If the Auction House mentions the state or characteristics of a Good, neither Seller 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 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. When announcing an Auction the Auction House will mention:
 - a. the applicability of the present General Condition;
 - b. the description of the Goods to be auctioned;
 - c. the order of the Goods to be auctioned.
- 6.4. 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.
- 6.5. 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.
- 6.6. Unless unknown, the Auction House will apply the following definitions when describing the Goods to be auctioned in so far as the name of the artist and the authenticity of the work is concerned:
 - a. a piece, described with the names/first and family name of the artist is a work of the artist in its opinion.
 - b. a piece, described as "attributed to" is in its opinion a work of this artist;
 - c. a piece, described as "studio of", in its opinion originated in the studio of this artist;
 - d. a piece, described as "around" is in its opinion a work from the period of the artist produced under the artist's influence;
 - e. a piece, described as "in the manner of" is in its opinion a work in the style of the artist concerned, but of a later date;

- f. a piece, described as “after” is in its opinion a copy based on a piece by the artist considered;
 - g. a piece, described with (initials followed by) family name the Auction House considers to be the work of an artist unknown to him;
 - h. the word “signed” indicates that the piece has a signature which is, in its opinion, by the artist concerned;
 - i. the word “dated” indicates that the piece has been provided with a date which is correct in its opinion;
 - j. the term “bears signature” and/or “bears date” indicate that the signature and/or date are not authentic in its opinion.
- 6.7. Descriptions are given 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.

Article 7 Procedure during the Auction

- 7.1. During the Auction the Auctioneer represents the Auction House.
- 7.2. Bidding is only in euro's and in ascending value.
- 7.3. The Auction House and the Auctioneer reserve the following rights:
- a. refuse a Bid without statement of reasons;
 - b. refuse persons or companies as Bidders or Buyers without statement of reason;
 - c. not allow a Bid prior to the Auction to be entered into the Auction;
 - d. changes to the order of the Goods to be auctioned;
 - e. addition of a Good;
 - f. combination or separation of Goods;
 - g. bring a Good concerning which a dispute occurred at the Auction or shortly after the Auction back to an Auction, and dissolve a any Purchase;
 - h. the correction of 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. 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. not to hand over a Good during the Auction.
- 7.4. The Auctioneer allocates the Good to the highest Bidder.

- 7.5. The judgment given by the Notary Public at the Auction stands.
- 7.6. 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. The Bidder may not be younger than 18 and must be able to enter into legally binding agreements.
- 8.3. The Bidder must be entirely independent of the Seller. It is forbidden to bid on one's own Goods and to force up a Bid.
- 8.4. 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.
- 8.5. At an Online Auction the Bidder will only be able to Bid after fully completing a digital application form, sending his proof of identity per email, 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 user name and password which he has received and/or chosen.
- 8.6. The Bidder may not transfer his Venduehuis-account to others and may not log in with the user name and/or password of another person.
- 8.7. 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 and Vendue Next Door.
- 8.8. Prior to the Buy the Bidder must thoroughly and knowledgeably inspect (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 manufacturer, 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 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.

- 8.9. The Buyer must supply his name, address and proof of identity upon first request.
- 8.10. The Buyer must pay the invoice of the Auction House per return of mail.
- 8.11. 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.
- 8.12. The Buyer does not have the authority to apply any settlement of his debt with a pretended claim on the Auctioneer.

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 8.10 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.
- 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 of 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 purchase 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 purchase 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 or the 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 Purchase 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 Auctioneer knew that a Good sold at Auction has a hidden flaw or that the description by the Auctioneer 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 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 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 a Bid which was made verbally, by telephone, in writing or electronically. The Auction House is not liable either for (technical) faults, amongst others in postal, telephone and internet services.
- 13.2. Without prejudice to the provisions of article 13.1 the Auction House is not liable in the case of malfunctions 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 of 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 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.
- 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 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. 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 itself or its execution, both in the factual and legal sense, will be settled by the Court of 's-Gravenhage, 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. When offering a Good the Auction House states a Limit and all Costs related to the buying and delivery of the Good, as well as the payment method.
- 15.2. The Bidder can Bid by means of the option "place a Bid" until the time of closing of the Online Auction. By placing a Bid the Bidder accepts that he enters into a payment obligation. The Bidder will receive an email to confirm his Bid. If a higher Bid is received within five minutes before the closing, the time of closing will each time be extended by five minutes.
- 15.3. Once a Bid has been made, it cannot be removed or amended. By making a Bid a binding purchase agreement is entered into provided that the Bid is the highest Bid, was made in a timely manner, and was confirmed by the Auction House.
- 15.4. As long as the Bid has not been confirmed by the Auction House, the Consumer may annul the Buy.
- 15.5. The Bidder who has made the highest Bid at the time of closing of the Online Auction will receive a confirmation email as soon as possible, and is held to pay for and accept the Good.
- 15.6. Immediately after the Buy the Auction House will send Buyer an email including an invoice. The invoice may also be paid upon collection of the Goods.
- 15.7. The Buyer is held to collect the Good within 5 days after closure of the Online Auction. The Auction House will only hand over the Good after receipt of full payment of the invoice.
- 15.8. If the sale is concluded electronically, the Auctioneer will take appropriate technical and organizational measures necessary to protect the electronic transfer of data and to provide a safe web environment. If the Buyer can pay electronically, the Auctioneer shall observe appropriate safety precautions.

Article 16 Consumer's right to revoke

- 16.1. If you have made a Bid in the capacity of a Consumer and the Buying agreement has been entered into, you can revoke this purchase agreement within a period for consideration of fourteen days after the day of delivery or handing over of the Good, or

- a. if the Consumer has bought various Goods at the same Online Auction: the day on which the Consumer, or a third party appointed by him, has received or collected the last Good;
 - b. if the delivery of the Good consists of multiple consignments or parts: the day on which the Consumer, or a third party appointed by him, has received the last consignment or the last part.
- 16.2. The Auction House will, at the latest on delivery or handing over of the Goods, supply the Consumer with the following information, in writing and in such a way that this can be stored by Consumer in an accessible manner on a durable data carrier:
 - visiting address of the establishment of the Auction House where the Consumer can lodge complaints;
 - the conditions under which and the manner in which the Consumer can make use of the right to revoke or a clear notification concerning the exclusion of the right to revoke;
 - the information concerning guarantees and existing after sales service;
 - the price including all taxes of the Goods; if applicable the costs of delivery; and the payment method, delivery or execution of the agreement at a distance;
 - if the Consumer has a right to revoke, the model form for revocation.
- 16.3. During the period of consideration the Consumer will treat the Goods and packaging with care. He will only unpack or use the Goods in so far as this is required to establish the nature, characteristics and functioning of the Goods. The point of departure for this is that the Consumer may only handle and inspect the Goods as he would be allowed to do this in a shop.
- 16.4. The Consumer is solely responsible for the loss of value of the Goods resulting from the handling of the Goods in a manner exceeding what is allowed under article 16.3.
- 16.5. The Consumer is not liable for loss of value of the Goods if the Auction House did not supply him with all legally required information concerning the right to revoke prior to or at the time of entering into the Buying agreement.
- 16.6. If the Consumer makes use of this right to revoke, he will notify the Auction House of this within the period of consideration by means of the model form for revocation or in another unequivocal manner.

- 16.7. If the Consumer issues a statement of dissolution in an electronic manner through the website or the email address of the Auction House, the Auction House will immediately confirm receipt of this statement on a durable data carrier.
- 16.8. The Consumer will return the Goods as soon as possible, but within 14 days after the statement mentioned in article 16.1, by having it delivered or handing it over to (a representative of) the Auction House. This is not required if the Auction House has offered to collect the Goods. The Consumer is deemed to have complied with the term for return if he sends the Goods back or hands them over before the end of the period of consideration.
- 16.9. The Consumer returns the Goods or hands them over with all accessories delivered, if reasonably possible in the original condition and packaging, and in accordance with the reasonable and clear instructions given by the Auction House.
- 16.10. The risk and burden of proof for the correct and timely execution of the right to revoke lies with the Consumer.
- 16.11. The Consumer bears the direct costs of the return or handing over the Goods.
- 16.12. If the Auction House enables the Consumer to make a statement of revocation in an electronic manner, it will immediately send a confirmation after receipt of this statement.
- 16.13. The Auction House reimburses all payments made by the Consumer, including possible delivery costs charged by the Auction House for the items returned, immediately or at least within 14 days after the day upon which the Consumer makes a statement of revocation. Unless the Auction House offers to collect the Goods, it can defer this reimbursement until it has received the Goods or until the Consumer proves that he has returned the Good, whichever instance occurs first.
- 16.14. For the reimbursement the Auction House will use the same method of payment which was used by the Consumer, unless the Consumer agrees to receive the reimbursement in another way. The reimbursement is free of charge for the Consumer.
- 16.15. If the Consumer has chosen a more expensive method of delivery than the cheapest standard delivery, the Auction House does not have to reimburse the extra charges for the more expensive method.

APPENDIX I: Model form for revocation

(only complete and return this form if you wish to revoke this agreement)

To:

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

Nobelstraat 5

2513 BC 's-Gravenhage

Tel +31 070 365 88 57 (local rate)

E-mail: info@venduehuis.com

- I/We* hereby inform you that I/we* revoke our agreement relating to the sale of the following Items: [indicate Item]* bought at the Online Auction dated [date]*.

- [Name Consumer(s)]

- [Address Consumer(s)]

- [Signature Consumer(s)] (only if this form is submitted on paper)

* Delete or fill in where applicable.