**Buyer Terms**

**13-01-2022**

Catawiki provides an Online Marketplace where you can buy special objects from Sellers worldwide. It is important to us that our Online Marketplace is safe and reliable for both Buyers and Sellers, which is why we have implemented some important rules for bidding and buying on Catawiki (the ‘Buyer Terms’).

These Buyer Terms also describe and set out certain rights and obligations under the Contracts of Sale you directly enter into with Sellers. By agreeing to these Buyer Terms, you agree in advance that the aforementioned rights and obligations are part of each Contract of Sale and that you will be bound by these terms towards contractual counterparty. Consequently, such terms can be invoked against you and/or by you as part of the Contract of Sale. Such terms will supersede any terms in the Contract of Sale that are incompatible with them. In addition, a Seller may have uploaded further terms or conditions for the Contract of Sale, which shall then be presented to you on our Online Marketplace. In our Seller Terms, you can find certain rights and obligations of Sellers under the Contract of Sale.

The capitalised terms used but not defined in this document, have the meaning assigned to them in our Terms of Use.

**Article 1: Purchasing Lots**

Before placing a Bid on a Lot, make sure you’re aware of the following:

- **You enter into a Contract of Sale with the Seller.** If your Bid is the highest at the end of the Online Auction, you will automatically enter into a Contract of Sale with the Seller of the Lot for the amount of the Purchase Price. However, in case the Seller set a Reserve Price and your Bid is lower than the Reserve Price, no Contract of Sale is concluded. Catawiki is not a party to or subject to the Contract of Sale or any other arrangements made between the you and the Seller pursuant to the Contract of Sale between you and the Seller (including but not limited to shipment arrangements). Catawiki is (therefore) not subject to any post contractual information obligations.

- **We charge a non-refundable fee for your use of our Services.** The Buyer fee (‘Auction Fee’) is 9% (nine percent) of the Purchase Price (inclusive of VAT if applicable). We will add this amount to the Purchase Price. We also provide Services and charge a fee to the Seller (please see for more details our Terms of Use and the Seller Terms). By accepting these Buyer Terms, you explicitly consent to us charging a fee to both Seller and Buyer for the same transaction.

- **Buyers have to pay shipping or transportation costs and, where applicable, any additional import costs (e.g. VAT, import levies).** You also acknowledge and accept that you are responsible for checking if there is any specific rule or restriction applicable to the import of an object into your country. Catawiki will not be liable for any such specific rules or restrictions.

- **Assistance with further identification or other compliance measures.** To buy on our Online Marketplace, we may ask you to provide additional identification information, or
Article 2: Paying for Lots

If you are the highest bidder on a Lot at the end of an auction for that Lot and your Bid reached the Reserve Price, you will automatically enter into the Contract of Sale with the Seller of that Lot. You will pay for the Lot in accordance with our instructions and the payment terms below.

- **After winning your Lot, you need to pay within three (3) days.** Within three (3) days from the end of the Online Auction, you are required to pay (i) the Purchase Price and shipping or transportation costs (if any) to the Seller and (ii) the Auction Fee to us. You will pay through our payment services provider, as set out in article 4 of our Terms of Use. Therefore, your payment will be to and held by the payment services provider in an escrow account. The specified payment period will never be regarded as a statutory limit (‘fatale termijn’). This means a notice of default (‘ingebrekestelling’) is required before the Seller can dissolve (‘ontbinden’) the Contract of Sale due to your failure to pay. You must ensure that (i) the Seller receives the full Purchase Price and shipping or transportation costs (if any) and (ii) we receive the full Auction Fee. You are responsible and liable for any costs (such as bank costs), taxes (such as withholding taxes and VAT), duties, and levies due in respect of these payments.

- **You guarantee your purchase is legitimate.** You warrant that you do not purchase the Lot as part of a fake or illegal transaction and that you and/or third parties are not engaged or involved (directly or indirectly) in any activity which may imply money laundering in any form or manner whatsoever. Catawiki is obliged to comply with applicable laws, regulations and sanctions concerning money laundering and terrorist financing. These laws and regulations require us to prevent money launderers from using our Online Marketplace as a channel for their illegal activities and to identify and report suspicious transactions.

- **Resale royalties.** If a Lot is an original artwork, a resale royalty may be due to the artist, based on applicable copyright legislation. In those cases, you will bear the cost of the resale royalty, regardless of whether you are an art market professional or not. You will need to reimburse the party that has paid the resale royalty to the artist or the artist’s representative upon first request. Such reimbursement will include the full resale royalty and any related costs, expenses, levies, or taxes.

- **No violation of law.** You may not use a financial institution or other third party that would result in or cause a violation of law applicable to any of the parties, including any economic sanctions laws and regulations applicable to Catawiki.

You can find more information about your payment options in our Help Centre.

Article 3: Delivery or pickup of Lots

assist with any additional measures requested by Catawiki to comply with applicable law, including any economic sanctions laws and regulations applicable to Catawiki. You are obliged to comply with them, and understand and agree that any refusal of such information or measures shall excuse Catawiki’s non-performance of any Services.
As soon as you have paid in full in accordance with article 2, we will inform the Seller so he can deliver the Lot to you or arrange pickup with you. For most Lots in our Online Auctions, the Seller will ship the item(s) to the address associated with your Account. However, in some cases, certain Lots may need to be collected from the Seller’s address directly. The shipping or transportation details in the Lot description determine whether the Seller will ship the item(s) to the address associated with your Account, or if you need to collect the Lot.

- **Make sure your address is correct for delivery.** The Seller will ship your Lot to the address in your Account. The address needs to be a physical address and cannot be a PO Box. We will ask the Seller to ship the Lot once your payment has been received in full in accordance with article 2 of these Buyer Terms.

- **If there are any issues, contact us within three (3) days of delivery.** As soon as the Track & Trace code shows the Lot has been delivered, you have three (3) days, starting on the day of delivery, to inform us about any issues related to the Lot. If you need to pick up the Lot, you will need to inform us of any issues related to the Lot within three (3) days of pickup. You acknowledge that if you do not inform us within this three (3) day period, we might not assess the complaint and we will pay the Seller.

- **If there are any shipping or transportation issues, you must work towards a solution directly with the Seller.** Shipping and transportation are the sole responsibility of the Seller. Catawiki, the Buyer and the Seller are entitled to take the signature of receipt and/or Track & Trace delivery confirmation at the delivery location (whether the Buyer’s address or a pick up point) as proof that you’ve received the Lot. If there’s an issue with the delivery of a Lot and you don’t reach a solution with the Seller, you will both need to cooperate in an investigation by the shipping or transportation company. An ongoing investigation doesn’t prejudice our right to decide whether the Purchase Price will be refunded to you or paid to the Seller.

- **Arrange pickup with the Seller.** If you have won a Lot that needs to be picked up, you must (arrange to) pick up the Lot within five (5) business days of your purchase, unless you have agreed otherwise with the Seller. The specified pickup time will never be regarded as a statutory limit (‘fatale termijn’). If you do not pick up the Lot within five business days of your purchase or such other term as you have agreed with the Seller, you acknowledge that we may pay the Seller and/or cancel the transaction. Cancellation of the transaction is not the same as a dissolution of the Contract of Sale. Cancellation of the transaction means that the facilitating role of Catawiki in the conclusion and/or performance of the Contract of Sale comes to an immediate and irrevocable end.

- **Catawiki may cancel a transaction if the Seller does not deliver the Lot.** If the Seller does not deliver the Lot in accordance with his obligations under the Seller Terms or the Lot description, we may send the Seller reminders. If the Seller does not deliver the Lot, regardless whether Catawiki has sent any reminders, you agree and acknowledge that we may cancel the transaction. Although we have cancelled the transaction in our system, you are free to obtain your rights under the Contract of Sale with the Seller directly.

You can find more information about delivery and pickup in our Help Centre.
**Article 4: Failure to fulfil your obligations towards the Seller**

If you fail to fulfil your obligations towards the Seller under the Contract of Sale in full and in a timely manner, you will be in default (‘verzuim’) and the Seller will be entitled to dissolve (‘ontbinden’) the Contract of Sale. We may send you a notice of default and a notice of dissolution on behalf of the Seller, but we are not obliged to do so. In case of a dissolution of the Contract of Sale, you will compensate the Seller’s damages, without prejudice to any other rights the Seller has.

**Article 5: Failure to fulfil your obligations towards Catawiki**

If you fail to fulfil your obligations towards Catawiki under the Terms of Use, we may decide to cancel the transaction of the relevant Lot. This cancellation is not the same as a dissolution of the Contract of Sale and the Seller is free to obtain his rights under the Contract of Sale with you directly. If we cancel the transaction, we can hold you liable for any and all damages and costs we sustain and/or incur as a result of the cancellation. This means you will still owe us the Auction Fee in addition to any other damages. You will also be liable for the amount of the Seller’s Commission that we missed out on as a result of the cancellation.

**Consequences of your failure to comply with our Terms of Use**

In addition to the provisions of article 9 of our Terms of Use, (i) to comply with applicable law (including any economic sanctions laws and regulations applicable to Catawiki) or if (ii) you have breached our Terms of Use, (iii) we are made aware of issues with your conduct or behaviour or (iv) we believe in good faith that they are necessary to protect our Online Marketplace, other Users, or it is in the general (public) interest (v) to prevent fraud or other illegal activities), we may take one or several of the following measures:

- Temporarily or permanently limit your access to our Online Marketplace or your authorisation to bid on and/or sell Lots;
- Temporarily or permanently revoke any special status associated with your Account;
- Temporarily or permanently limit your access to your Account;
- If you (i) have not provided accurate bank or identification details upon our first request within a reasonable period, (ii) have been flagged by our payment service provider(s), or (iii) have not passed any PEP or sanction list checks, or (iv) or (iv) Catawiki determines or is otherwise directed by any competent authority that it would be prohibited or sanctionable under any economic sanctions laws and regulations applicable to Catawiki to perform any Services to you, you will be in default and (a) any payment (including a refund) may be withheld or (b) you will forfeit the right to receive payment (including a refund);
- If you paid for a Lot with your credit card and, even though the Seller was not in default, you filed a successful chargeback, we are allowed to (i) block your Account, (ii) set-off any claims we have towards you, (iii) block any future payments (including refunds) to you, and (iv) initiate legal proceedings against you;
- If we have reserved a payment on your credit card and you place the top Bid but don't pay the remaining amount within three (3) working days after the purchase, the Auction Fee (up to €1,000) will be charged to your card. Any remaining amount of the reserved payment will be released.
If our agreement is terminated or access to your Account is suspended while you still have certain obligations towards a Seller under a Contract of Sale, we may cancel the transaction(s) in our system.

We are also allowed to impose an immediately due and payable penalty of €1,000 (one thousand euros) for every violation of these Terms of Use, without prejudice to our right to recover the actual damages. We try to give a warning first before imposing this fine. However, in the event of a severe infringement, we will impose the fine without notice. The penalty will increase by 10% (ten percent) for each subsequent violation of our Terms of Use. If possible, we will set-off this penalty in accordance with our Terms of Use.

**Article 6: Right of withdrawal**
Depending on your place of residence, you may have a right of withdrawal, in accordance with the EU Consumer Rights Directive.

- **The EU and UK right of withdrawal may be applicable to your Contract of Sale.** Consumers who reside in a country within the European Economic Area or the UK and who purchase a Lot from a Professional Seller will be entitled to withdraw from the purchase without being obliged to state the reason for withdrawal within fourteen (14) days after the day of receipt of the Lot.

- **If you withdraw from your purchase, you need to return the Lot to the Seller.** Under the right of withdrawal, you'll need to return the Lot within fourteen (14) days of your withdrawal notification. The return shipping or transportation costs and any customs duties are for your own account and responsibility. If appropriate given the value of the Lot, you must obtain adequate shipping insurance for the Lot. The Lot must be returned to the Seller with all the related accessories that were delivered, in the original condition and, if possible, packaging. You are liable for any diminished value of the Lot resulting from handling beyond what is necessary to establish the nature, characteristics, and functioning of the Lot. When either (i) the Seller has received the Lot or (ii) you have shown that you have sent the Lot to the Seller, the Purchase Price and the original shipping or transportation costs you paid to the Seller will be refunded to you.

- **The right of withdrawal may not be applicable to your purchase.** Please note: certain products and services are excluded from the withdrawal right, such as, but not limited to, gold, diamonds, bullions, tailor made products and other products with fluctuating prices, that decay quickly, or have a limited shelf life.

More actual information about the right of withdrawal can be found in our [Right of Withdrawal Policy](#).

**Article 7: Internal communication**
You can use our internal messaging system to communicate directly with a Seller. This system is a great way to arrange the delivery or pickup of a Lot. You will not use this system for the following activities:

- Sending unsolicited advertising or promotions, requests for donations, or spam;
- Insulting, harassing, or discriminating against other Users;
• Making a sales agreement with a User outside of our Online Marketplace, with the aim of avoiding commission or Auction Fees;

Our Feedback Policy applies to any feedback you want to give.

**Article 8: Disputes with other Users**
We expect Users to resolve any dispute between themselves. Catawiki will render reasonable efforts to mediate between you and the Seller. In order to safeguard our rights and obligations under the Terms of Use, any complaints and disputes between you and a Seller must therefore be reported to us as soon as possible after the relevant issue has arisen. In accordance with Article 3 of the Buyer Terms, You acknowledge that if you do not inform us within this three (3) day period, we might not assess the complaint and we will pay the Seller.

**Reach out to the Seller:** go to My won lots and click on ‘Order Details’ to display the order page for that sale. You can then click on ‘Contact seller’ to send a message to the Seller.

**Reach out to Catawiki:** contact our Customer Support department by sending us an email via the contact form available in the relevant help centre article.

If no satisfactory solution can be found, even with our support, we will act in accordance with Article 14 of our Terms of Use. This includes our right to take a decision to refund a Buyer or to pay-out the Seller. However, you are free at all times to obtain your rights under or discuss your claim(s) related to the Contract of Sale with the Seller directly.