

Standard Contract of Sale between Buyers and Sellers

This standard contract of sale (the 'Standard Contract of Sale') by and between Buyer and Seller forms an integral part of the Contract of Sale as defined in the Terms of Use. By accessing or using the Online Marketplace, you agree to be bound by these terms towards, where applicable, a Buyer or a Seller, when concluding a Contract of Sale. Words written with a capital letter have the definition assigned to them in the Terms of Use.

Article 1: Contract of Sale

- The Contract of Sale consists of this Standard Contract of Sale, the Lot description and any additional terms imposed by or under the Terms of Use. In addition, Seller may have uploaded further terms or conditions, which shall - if presented on the Online Marketplace - also form part of the Contract of Sale. If there is any conflict between these further terms or conditions of the Seller and this Standard Contract of Sale or the Terms of Use, the terms of this Standard Contract of Sale and the Terms of Use will prevail.
- The Contract of Sale applies to the relationship between Buyer and Seller. Catawiki is not a party to the Contract of Sale.

Article 2: Seller responsibilities

- The Seller is responsible and liable for the conformity, quality, safety, lawfulness, provenance and authenticity of the Lot and for the correctness, accuracy and completeness of the Lot description, including the photographs and any translation of the Lot description.
- The Seller is responsible for ensuring the Lot is in compliance with export control laws and regulations. The Seller shall obtain any export approvals and licenses required for the sale of the Lot and provide documentation evidencing compliance with such laws and regulations.
- The Seller guarantees that it is not, by offering and selling the Lot, (i) violating any laws or regulations, (ii) infringing any third party rights or (iii) acting fraudulently and/or unlawfully towards Buyer or any third party.
- Within three (3) business days after payment by the Buyer has been confirmed by Catawiki, the Seller shall properly package and deliver the Lot to the Buyer in accordance with the Seller Terms and the Lot description, unless Seller and Buyer have agreed that the Buyer will pick up the Lot. The Seller is liable towards the Buyer for any damage due to (faulty) shipment or loss of the Lot. If shipping costs are less than the amount indicated in the Online Auction, the Seller shall refund to the Buyer any excess shipping costs the Buyer has paid. If there is an issue with delivery of a Lot and the parties do not reach a solution, both parties are obligated to cooperate in an investigation by the shipping company.

Article 3: Buyer responsibilities

- The Buyer is bound by the Bid by which he/she entered into the Contract of Sale.
- Within three (3) days from the end of the Online Auction, the Buyer shall pay the Purchase Price and shipping costs (if any) to the Seller, such via Catawiki's payment service provider and in accordance with the Buyer Terms. The Buyer must ensure that the Seller receives the full Purchase Price and shipping costs (if any) and is responsible and liable for any costs (such as bank costs), taxes (such as withholding taxes), duties, and levies due in respect of these payments. 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 Buyer's failure to pay.
- The Buyer is responsible to pay, where applicable, any additional import costs (e.g. VAT, import levies) and to check if there is any specific rule or restriction applicable to the import of the Lot into the Buyer's country.
- A signature of receipt and/or a Track & Trace delivery confirmation at the delivery location, shall be deemed adequate proof that the Buyer has received the Lot. If the Lot needs to be picked up, the Buyer shall (arrange to) pick up the Lot within five (5) business days of the purchase, unless agreed otherwise with the Seller. The specified pickup time 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 Buyer's failure to pick up the Lot.

Article 4: Disputes

- If any dispute arises between the Buyer and the Seller regarding the Contract of Sale, the parties shall act in good faith to resolve the issue between themselves. Catawiki may however make reasonable efforts to mediate between the Buyer and the Seller, to which mediation the parties shall provide their reasonable cooperation. If such mediation does not lead to a satisfactory conclusion, each of the parties hereby acknowledges and accepts that Catawiki may decide to either cancel the transaction and refund the Buyer or to pay the Seller, if the funds are still under the control of Catawiki. Catawiki's decision has no effect on the validity of the Contract of Sale or the rights of the parties thereunder. The Buyer and the Seller remain free to invoke their rights under the Contract of Sale towards each other.

Article 5: Catawiki's rights under the Contract of Sale

- Catawiki may send a notice of default ("*ingebrekestelling*") or a notice of dissolution ("*ontbindingsverklaring*") on behalf of one of the parties, to the other party.
- In exceptional circumstances, including but not limited to situations of (suspected) fraud or illegal activity, errors in the Online Marketplace or situations in which there is a risk of serious adverse consequences for Catawiki or any Users, Catawiki has the

right to dissolve a Contract of Sale (*'ontbinding'*), such without any (notice of) default or other condition or formality being required. The parties irrevocably agree that Catawiki has this (third party) right under the Contract of Sale and that this right can be invoked against them. In addition, each of the parties hereby grants Catawiki an irrevocable power of attorney to invoke this right on behalf of the relevant party.

Article 6: General terms

- The Contract of Sale is exclusively governed by Dutch law, regardless of any conflict of laws principles. However, parties acknowledge that overriding mandatory (consumer protection) laws may result in laws other than Dutch law being applicable to the Contract of Sale.
- If there is conflicting information between the English version of this Standard Contract of Sale and another language versions, the English version prevails. Any (legal) terms and concepts used in Standard Contract of Sale will, however, be interpreted according to Dutch law.