

# Buyer Terms and conditions

*Valid from July 1, 2024*

Route 66 Auctions offers a carefully selected collection of special objects on which you can bid and buy. To keep our online marketplace safe and reliable for all users, we have established some important rules for bidding and buying. These rules form the Buyer Terms and Conditions and are an integral part of our General Terms and Conditions.

IMPORTANT - This document has been translated to facilitate readability and understanding of our terms and conditions for all users. In case of any discrepancies, the Dutch version will prevail.

## How bidding works

### Article 1: Bidding on Items

Before you bid on an item, you should keep the following points in mind:

- **Determining value for yourself**  
The objects on our platform are unique and have their own stories. It is important to determine for yourself what an object is worth to you when bidding.
- **Determining market value**  
If the market value of an object is important to you, we recommend consulting an external appraiser. Buying objects as an investment or for speculative purposes is your own risk.
- **Estimates as a guide**  
We sometimes show estimates to help you make an informed offer. These estimates are not guarantees of actual value or sale price and are indicative only.
- **Every bid is binding**  
bids or purchases made via the 'buy now' option are binding. You cannot retract or cancel your bid or purchase. Always check that the correct amount has been entered, especially for last-minute bids.
- **Buy Now option**  
Some items have a Buy It Now option, which allows you to buy the item directly without participating in the auction. The item is yours only after the payment is completed and you receive an email confirmation.
- **Check import laws and fees**  
You are responsible for checking import rules, (registration) restrictions and any additional costs that may apply when importing an item into your country. We are not liable for these costs.

- **Reserve price not reached**

All items have a reserve price. If your bid is lower than this price, no contract of sale will be entered into.

- **Items sold "as is"**

Each item is described by the seller on the item page. All items are sold "as is". The condition of the objects can vary greatly due to age, previous damage, restoration, repair and normal wear and tear. They are rarely in perfect condition and the object is sold 'as is' in the condition it is in at the time of sale. The description and/or images of the object may not be able to clearly reflect its condition. Colors and tones may look different on the screen than they would on physical inspection. Condition reports may be available to help you assess the condition of an object. If the seller doesn't explicitly state the condition, it doesn't mean the item is new or in new condition. It is your responsibility to ensure that you request, receive and thoroughly study a condition report.

## Buy your special object

### Article 2: Contracts and costs

- **Contract of sale with the seller**

If your bid is the highest or if you successfully use the 'buy now' option, you enter into a contract of sale with the seller. This contract is governed by our Terms and Conditions.

- **Obligations under the sales contract**

You have certain obligations, such as paying for your item. Please refer to Section 8 of these Buyer Terms for more details on your obligations.

- **Additional terms and conditions of sellers**

Some sellers may have additional terms and conditions that apply. These will be available on the object page or via a link.

- **Other costs**

As a buyer, you are usually responsible for shipping or transportation costs, as well as any VAT, import duties, insurance costs, costs for specific payment methods, or costs for additional services such as additional shipping options. Read more about any other costs here.

### Article 3: Paying for your item

- **Payment Term** You must pay the commission fee within 48 hours and pay the full auction amount within 7 days of the end of the auction. If you use the 'buy now' option, you will need to pay immediately to confirm your purchase.

- **Secure payments**

Our trusted payment provider holds your payment until you receive the item, so you can

be sure of a secure transaction.

- **Late Payment** If you're the high bidder and don't pay within 2 days, we may temporarily suspend your ability to bid until you've made the payment. Failure to pay on time may result in the seller or us cancelling the sale on behalf of the seller. However, you will always have to pay the commission fee.

## The journey of your object to you

### Article 4: Shipping or collection

- **Contact the seller**  
After you pay for the item, you can send the seller a message. You can use it to arrange the pickup of the object.
- **Pickup within 5 business days**  
If you choose to pick up your item, you must arrange this within 5 business days of payment, unless otherwise agreed with the seller. If you do not collect the object within 5 working days, we will charge €100 (excl. VAT) costs per week.

### Article 5: Receipt of your object

- **Inspect your object carefully**  
Upon receipt of your object, you have the right to inspect it to determine its nature, characteristics and functioning. You may inspect the object in the same way as you would in a physical store.
- **Exclusion of the right of withdrawal**  
On the basis of these Terms and Conditions, a right of withdrawal only applies to situations in which the law explicitly provides for a right of withdrawal on the basis of mandatory law. A right of withdrawal expressly does not apply in situations where the legislator does not provide for a statutory right of withdrawal under mandatory law or where the legislator offers the possibility of declaring the right of withdrawal inapplicable.

The Consumer Buyer does not have a right of withdrawal in the case of an Item that the Consumer Buyer buys by public auction.

## Complaints and returns

### Article 6: Complaints about your object

- **Contact within 3 days** If you have any complaints or if the item is not as described on the item page, please contact the seller. Route 66 auctions is only a platform that brings buyer and seller together.

- **Investigation of claims**

If the item does not match the description, it is important to provide us and the seller with detailed information to investigate your claim. Learn more about what to do if the item doesn't match the description.

- **Solutions**

If the investigation shows that the object is not as described, you may be entitled to a number of solutions. These can range from repair, replacement, reduction of the purchase price to, as a last resort, cancellation of the sale.

- **Protection of consumer rights**

Some of these solutions are only applicable if you are a consumer buying from a professional seller.

## **Article 7: Returning an object**

- **No right of withdrawal for an object**

When buying from a private seller, the right of withdrawal does not apply. If you are not satisfied with the item, but it matches the description, you cannot cancel the sale.

- **Item not as described**

If the item does not match the description, please contact the seller and work with you to find a solution. When negotiating with the seller, please take into account that you will not get the commission costs back.

- **Return shipping**

You are responsible for the cost of the return shipping to the seller. You should also ensure that the object is adequately insured during the return shipment or cover the costs of loss or damage yourself if you choose not to insure it.

## **Obligations of the buyer**

### **Article 8: Your obligations**

- **Pay for your item on time**

If you have placed the highest bid, you must pay for the item, including any incidental fees, within 7 days. When using the 'buy now' option, you will have to pay immediately.

- **Comply with our Terms and Conditions**

It is important that you comply with our Terms and Conditions and guidelines. In the event of a breach of this, we may take measures as stated in Article 9 of these Buyer Terms and Conditions.

## **Article 9: Failure to comply with your obligations**

If you fail to fulfil your obligations to us or our sellers, this may affect the trust and reliability of our online sales platform. It also has potential consequences for you, including suspension of your account and legal action.

- **Consequences of Failing to Fulfill Your Obligations**

If you fail to fulfill your obligations to us or a seller, we may suspend your ability to bid, suspend your account or your access to our Services, cancel a sale, or take other action. In most cases, you are automatically in default. If not, we will send you a notice of default. You will usually be informed by e-mail of the measure taken and the reason for this.

- **Right to payment and compensation**

Failure to comply with your obligations may result in financial loss for us. We are entitled to compensation for this loss. We can enforce payment of any debts, damages and fines out of court through a collection agency, or through legal action (usually at the court of Breda). In such cases, we can claim statutory interest and (extra)judicial collection costs.

- **Reporting fraud**

We may report fraudulent activity to national or international law enforcement authorities.

- **Consequences for obligations to sellers**

If you fail to comply with your obligations to a seller, we may take action. The seller can also take their own measures, such as enforcing your payment obligation and claiming compensation for any losses. Sellers can use both out-of-court solutions (such as a collection agency) and judicial solutions for this. The seller can recover statutory interest and (extra)judicial collection costs from you.