

Valid from 21 September 2026

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.

CHAPTER 1 – GENERAL PROVISIONS

Article 1: General

1.1 These General Terms and Conditions apply to all agreements whereby goods are sold or purchased by Route 66 Auctions B.V., and/or where services are provided by Route 66 Auctions to the contracting party and where Route 66 Auctions has declared these General Terms and Conditions applicable.

1.2 Deviations and/or additions only apply if they have been agreed in writing (including by e-mail).

1.3 The applicability of the general terms and conditions of the contracting party is expressly rejected.

1.4 The contracting party waives (if it acts in the context of a profession or business) any right to invoke the dissolution of the agreement.

1.5 The contracting party waives any right to invoke (full or partial) annulment or amendment of the agreement due to error.

1.6 If any provision of these General Terms and Conditions is void, voidable or otherwise legally unenforceable, this does not affect the validity of the remaining provisions. The null and void or voidable provision is replaced by a provision that is as close as possible to the original intention.

Article 2: Definitions

2.1 The following definitions are used in these General Terms and Conditions:

- **Offer:** An offer to sell or purchase a property by or to Route 66 Auctions, whether or not on behalf of a third party.
- **Terms and Conditions:** These Terms and Conditions.
- **Consumer:** a natural person acting for purposes outside their trade, business, craft or profession.
- **Contracting Party:** Seller, buyer or client who is a party to an agreement with Route 66 Auctions.
- **Route 66 Auctions:** Route 66 Auctions B.V. or a group company, which declares these terms and conditions to apply.
- **Consignor:** The person or legal entity that instructs Route 66 Auctions to sell a good through an auction.
- **Buyer:** The person or legal entity who buys a property from Route 66 Auctions.
- **Client:** Any party for which Route 66 Auctions carries out work, including in any case the consignor.

- **Agreement:** The agreement between Route 66 Auctions and a contracting party to which these General Terms and Conditions have been declared applicable.
 - **Auction:** the sales process organised by Route 66 Auctions in which bids are used in an attempt to sell an item to a bidder. Unless expressly stated otherwise, auctions organised by Route 66 Auctions close as a Public Auction.
 - **Public Auction:** a method of sale in which items are offered through a transparent and competitive bidding procedure conducted by an auctioneer, where consumers may attend in person and participate in the bidding procedure and where the successful bidder is obliged to purchase the item.
 - **Auctioneer:** the person appointed by Route 66 Auctions who conducts the Public Auction, supervises the bidding process and determines the closing and award of lots.
 - **Auction Buyer:** the natural or legal person who participates in an Auction and to whom a lot is awarded following the winning bid.
 - **Contract of Sale:** the agreement concluded between the Consignor/Seller and the Auction Buyer upon the award of a lot. Route 66 Auctions is not a party to this Contract of Sale, unless the relevant lot expressly states that Route 66 Auctions itself is the seller.
 - **Online Bid:** a bid placed by a bidder through the online platform of Route 66 Auctions.
 - **In-person Bid:** a bid communicated to the auctioneer at the auction venue during the Public Auction and entered into the bidding process by or on behalf of the auctioneer.
 - **Buy Now:** the option to purchase an item before the Auction closes at a predetermined price without participating in the competitive bidding procedure of the Public Auction.
 - **Seller:** The person or legal entity that sells a business to Route 66 Auctions.
 - **Property:** One or more movable property to which the agreement relates.
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Article 3: Obligation to use best efforts

3.1 All obligations entered into by Route 66 Auctions are best efforts obligations. Route 66 Auctions will do its best to the best of its ability, but does not guarantee a certain result.

Article 4: Force majeure

4.1 Route 66 Auctions is not liable for failure to comply with obligations due to force majeure. Force majeure includes:

- Illness of staff,
- Supplier problems,
- Government measures,
- War or terrorism,
- Pandemics
- Strikes
- General transport problems.

4.2 If a force majeure situation lasts longer than 30 days, either party may terminate the agreement in writing. What has already been carried out is settled proportionately, without further obligations on both sides.

Article 5: Liability

5.1 Limitation of Liability

Route 66 Auctions' aggregate liability for attributable failures in performance of the agreement, or on any other legal ground whatsoever, is strictly limited to compensation for damages as described in this section. The contracting party can only claim compensation within the framework of these provisions.

5.2 Exclusion of Liability

Route 66 Auctions excludes any liability, except in cases where there is intent or deliberate recklessness on the part of the management of Route 66 Auctions. This exclusion applies to all forms of damage resulting from the performance or non-performance of the agreement.

5.3 Application to Residual Liability

If, despite the exclusion in clause 5.2, any liability of Route 66 Auctions remains, the following limitations shall apply:

- **5.3.1 Limitation to Insurance Payment**

The total liability for direct damages is limited to the amount paid out by Route 66 Auctions' liability insurance. If the insurer does not pay out for any reason, or the damage is not covered by the insurance, liability is limited to a maximum of the amount of the commission invoiced by Route 66 Auctions (excluding VAT) for the relevant agreement.

- **5.3.2 Exclusion of Indirect Damages**

Route 66 Auctions is not liable for indirect damages, including but not limited to consequential damages, lost profits, lost savings, reduced goodwill, business interruption, or damages caused by third party claims against the contracting party. Furthermore, Route 66 Auctions is not liable for damage caused by loss, destruction, or mutilation of data or documents, regardless of the cause.

5.4 Without prejudice to other restrictions

The limitations and exclusions of liability described in this section are in addition to and without prejudice to any other exclusions and limitations of liability set forth elsewhere in these Terms and Conditions.

5.5 Conditions of Liability

Unless performance by Route 66 Auctions is permanently impossible, liability for attributable failure in the performance of an agreement only arises if:

1. The contracting party gives Route 66 Auctions notice of default in writing without delay.
2. The notice of default contains a clear and detailed description of the alleged failure, so that Route 66 Auctions has sufficient opportunity to respond adequately.
3. Route 66 Auctions is offered a reasonable period of time to comply with its obligations, and Route 66 Auctions continues to fail within this period.

5.6 Limitation of Claim

The right to compensation lapses if the damage is not reported in writing to Route 66 Auctions within three months of the occurrence. If the contracting party does not initiate legal proceedings within this period, the right to compensation will lapse definitively.

5.7 Third-party beneficiary clause

The provisions in this article, as well as other limitations and exclusions of liability in these terms and conditions, also apply as irrevocable third-party beneficiary. This means that they also apply for the benefit of all (legal) persons and auxiliary persons engaged by Route 66 Auctions in the execution of the agreement.

5.8 Exclusion of Liability for Auxiliary Persons

To the extent permitted by law, Route 66 Auctions is not liable for damage caused by third parties, auxiliary stores or auxiliary persons that it engages in the execution of the agreement.

Article 6: Time limits

6.1 All deadlines mentioned by Route 66 Auctions are indicative. If a term is exceeded, the contracting party must give Route 66 Auctions a reasonable period of time to perform.

Article 7: Intellectual Property Rights

7.1 All intellectual property rights arising from the performance of an agreement belong to Route 66 Auctions. The contracting party is obliged to cooperate if necessary.

Article 8: Processing of personal data

8.1 The privacy statement of Route 66 Auctions applies to the processing of personal data.

Article 9: Applicable law and disputes

9.1 These General Terms and Conditions and all agreements are governed by Dutch law.

9.2 Disputes shall be submitted to the court in the district where Route 66 Auctions is located, unless otherwise provided by mandatory law.

CHAPTER 2 – PROCUREMENT BY ROUTE 66 AUCTIONS

Article 10: Establishment

10.1 The agreement in which Route 66 Auctions acts as the buyer of an item is formed at the moment that Route 66 Auctions accepts the seller's offer in writing.

Article 11: Seller's obligation to provide information

11.1 The Seller must provide Route 66 Auctions with all relevant information about the Item, such as origin, properties and any defects, including technical and legal limitations.

11.2 The Seller shall indemnify Route 66 Auctions against any damage resulting from incorrect or incomplete information.

11.3 The Seller warrants that he owns the Item or is authorized to sell it.

Article 12: Transfer of ownership and transfer of risk

12.1 The Seller guarantees that the goods will be delivered unencumbered and without any restrictions or burdens.

12.2 Delivery of the goods will take place at a location, date and time determined by Route 66 Auctions, unless otherwise agreed.

12.3 The risk of the matter will only pass to Route 66 Auctions after the legal transfer of ownership.

12.4 Delivery times are strict deadlines. If the limit is exceeded, the seller is in default without a notice of default being required.

Article 13: Consequences of Default

13.1 Route 66 Auctions may dissolve the agreement in whole or in part if the seller is in default. This is without prejudice to other rights of Route 66 Auctions, such as damages.

Article 14: Dissolution of the Agreement

14.1 Route 66 Auctions may terminate the agreement in accordance with legal provisions, without prejudice to other rights.

Article 15: Reduction of the Purchase Price

15.1 In the event of damage or defects to the goods upon delivery, Route 66 Auctions may suspend payment, dissolve the agreement, set off the damage against the purchase price or demand performance.

15.2 Route 66 Auctions is not obliged to examine the item upon delivery and may rely on the information provided by the seller.

Article 16: Payment of the Purchase Price

16.1 Route 66 Auctions will pay the purchase price within 30 days of legal and actual delivery, unless otherwise agreed.

Article 17: Liability of the seller

17.1 The Seller shall be liable for damage to Route 66 Auctions arising from defects or circumstances not known to Route 66 Auctions at the time of delivery.

CHAPTER 3 – SALE BY ROUTE 66 AUCTIONS

Article 18: Establishment

18.1 The sales agreement is concluded at the moment that Route 66 Auctions agrees in writing to the buyer's offer.

Article 19: Offer

19.1 Offers and quotations from Route 66 Auctions are without obligation and can be revoked at any time.

19.2 Specifications of items in an offer are indicative and not binding.

Article 20: Sale, Transfer of Ownership and Transfer of Risk

20.1 Sales "As Is Where Is"

The sale and delivery of an item by Route 66 Auctions to the buyer is based on the principle "as is where is." This means that the item is delivered in the condition it is in at the time of delivery, with all visible and invisible defects.

20.2 No Warranties

Route 66 Auctions does not give any guarantee regarding the case. No representation or undertaking is made that the case will meet the buyer's expectations, specific purposes or requirements.

20.3 Control on Delivery

Upon delivery of the item, the buyer is obliged to immediately inspect the item for any defects. Any complaints about the state of the case should:

- Be notified in writing and in detail to the selling party **immediately upon delivery**.

Route 66 auctions will make reasonable efforts to propose a solution, where buyer and seller can be satisfied. Route 66 auctions cannot be held liable for any form of damage.

20.4 Location of Delivery

The delivery of the item (including transfer of ownership) will take place at a location to be determined by the selling party or by Route 66 Auctions, unless otherwise agreed in writing.

20.5 Payment Condition Precedent

Ownership of the item passes to the buyer as soon as:

- Route 66 Auctions makes the item available to the buyer, and
- The buyer has fully fulfilled all payment obligations, including the purchase price and any other amounts owed to Route 66 Auctions.

20.6 Receipt by Carrier

If the buyer has the item collected by a carrier, the acceptance of the item without a note on the receipt counts as proof that the item has been received in good condition. Any delays or problems during transport are not attributable to Route 66 Auctions.

20.7 Purchase obligation

The buyer is obliged to take delivery of the item within **fourteen (14) days** after being made available, unless a different period has been agreed in writing. Failure to take delivery of the

item on time may lead to additional costs for storage and administration, which will be borne by the buyer. After that, the storage costs will be €100 (excl. VAT) per week.

20.8 Risk and Costs after Availability

From the moment the item is made available to the buyer or its designated third party (such as a carrier), all risks and costs, including those for storage, loading, transport, unloading and insurance, are borne by the buyer. This applies regardless of whether the ownership has already been transferred at that time.

20.9 Risk of Not Purchasing

If the buyer fails to cooperate with the delivery or does not receive the item on time, the risk of loss, damage or depreciation of the item will pass to the buyer from the moment of default. Any additional costs due to storage or administrative actions will also be passed on to the buyer.

Article 21: Prices

21.1 Prices are exclusive of VAT, unless otherwise stated. Route 66 Auctions is allowed to pass on price increases. In that case, the buyer can cancel the purchase.

Article 22: Retention of title

22.1 Ownership Reserved

Route 66 Auctions reserves ownership of all goods delivered until:

- The full purchase price has been paid by the buyer, and
- All other amounts owed by the buyer to Route 66 Auctions, including any additional costs, have been paid in full.

22.2 Limitation of Use and Encumbrance

The buyer may not:

- Pawn
- Objections in any other way,
- Sell or dispose of,
- Host, or
- Give to a third party for use. This provision has legal force in the field of contract law as well as property law.

22.3 Reporting Third-Party Actions

The buyer is obliged to immediately notify Route 66 Auctions in writing if:

- A third party seizes the property, or
- A third party wants to assert rights to the property covered by the retention of title.

22.4 Right of Access

In order to exercise its right of ownership, Route 66 Auctions has the right to enter the location where the item in question is located. The buyer:

- Hereby grants prior consent to such access,
- Undertakes to cooperate fully to enable Route 66 Auctions to take back the matter if necessary.

22.5 Insurance obligation

The buyer is obliged to adequately insure items that fall under the retention of title against risks such as:

- Fire
- Theft
- Explosions, and
- Water damage. At the request of Route 66 Auctions, the buyer must provide a copy of the insurance policy for verification of coverage.

22.6 Transfer of Insurance Entitlements

If the insurance policy includes claims relating to the item covered by the retention of title, the buyer is obliged:

- Pledge these insurance claims to Route 66 Auctions, as referred to in Article 3:239 of the Dutch Civil Code, in order to protect the rights of Route 66 Auctions.

Article 23: Payment

23.1 General Payment Obligation

Unless otherwise agreed in writing, all payments to Route 66 Auctions must be made prior to delivery. Payment must be made via the payment method indicated by Route 66 Auctions and within the period determined by Route 66 Auctions.

23.2 Default due to Late Payment

If the buyer fails to pay within the agreed term, default will automatically occur without Route 66 Auctions having to send a separate demand or notice of default. Simply exceeding the payment term is sufficient. Costs will therefore be charged for this.

23.3 Costs of Debt Collection

In the event of late payment, all reasonable costs for obtaining payment out of court will be borne by the buyer. This includes collection costs in accordance with Article 6:96, paragraph 2, sub c of the Dutch Civil Code and Article 2 of the Decree on Compensation for Extrajudicial Collection Costs, with a minimum amount of €40.

23.4 Provision of security

Route 66 Auctions reserves the right to require security from the buyer at any time, such as a:

- Deposit
- Bank guarantee, or
- Deposit.

If the buyer fails to comply with this requirement within a reasonable period of time set by Route 66 Auctions, Route 66 Auctions may suspend its obligations or terminate the agreement, without prejudice to the right to compensation or other legal action.

23.5 Exclusion of Suspension and Set-off

The buyer has no right to:

1. Suspend payments, or
2. To be set off against claims on Route 66 Auctions, unless otherwise agreed in writing.

23.6 Payment Currency

All payments must be made in euros, unless otherwise agreed in writing. If a payment is made in a different currency, the buyer bears the full currency risk. Any depreciation of the payment against the euro is entirely at the expense of the buyer, who is obliged to compensate Route 66 Auctions for this.

Article 24: Right of retention

24.1 Route 66 Auctions may suspend the delivery of an item if the buyer fails to comply with its obligations.

Article 25: Purchase obligation

25.1 The buyer must take delivery of the item within the agreed period. Costs due to delay are borne by the buyer.

25.2 Storage costs in the event of late acceptanceIf the buyer fails to take delivery of the item in time and it is therefore stored by Route 66 Auctions or by a third party, the buyer is obliged

to reimburse Route 66 Auctions for all related costs. This obligation does not affect the other rights of Route 66 Auctions.

Article 26: Right of Withdrawal and Public Auction

26.1 To the extent that a consumer would have a statutory right of withdrawal, that right does not apply to a Contract of Sale concluded during a Public Auction within the meaning of these General Terms and Conditions and Article 6:230g of the Dutch Civil Code.

26.2 The exclusion of the right of withdrawal also applies where the successful bidder participated in the Public Auction online, provided that, in accordance with these General Terms and Conditions, it was also genuinely possible to attend the Auction in person and to participate in the same bidding procedure in person at the auction venue.

26.3 A purchase using the Buy Now option is not a purchase concluded through the competitive bidding procedure during the Public Auction. Whether a statutory right of withdrawal exists for such a purchase is determined by the applicable law and, among other things, the status of the buyer and seller.

26.4 The exclusion of the right of withdrawal at a Public Auction does not affect any other mandatory statutory rights of a buyer concerning the performance of the Contract of Sale.

Article 27: Personal data/Business details of Third Parties

27.1 Personal and/or company data of third parties that may be present in or on a good are not part of the purchased good.

27.2 Buyer is obliged to notify Route 66 Auctions immediately of such data and must cooperate in its transfer or destruction at the request of Route 66 Auctions.

27.3 The buyer may not use, share or make this data accessible to third parties.

CHAPTER 4 – SALE BY AUCTION

Article 28: Establishment

28.1 The Auction Services Agreement shall be formed upon Route 66 Auctions' acceptance of the order in writing or commencement of performance.

28.2 Completing an online form does not entitle you to an agreement, unless Route 66 Auctions confirms the assignment in writing.

Article 29: Contract for services

29.1 Assignment

The consignor instructs Route 66 Auctions to sell the goods brought in by the consignor and received by Route 66 Auctions by means of an auction.

29.2 Power of attorney for sale

The consignor gives Route 66 Auctions the power of attorney to sell the item at auction on behalf of the consignor. This power of attorney also includes the right for Route 66 Auctions to instruct an auction house to auction the item on behalf of the consignor. Route 66 Auctions reserves the right to give substance to this power of attorney at its own discretion.

29.3 Performance by auction house

The consignor authorises Route 66 Auctions to engage an auction house on behalf of the consignor to offer the item at auction.

29.4 No obligation to perform

Route 66 Auctions is entitled, but not obliged, to make use of the power of attorney granted. Route 66 Auctions also has the right to sell the business under its own name through an auction.

29.5 Obligation to perform to the best of one's ability

The work performed by Route 66 Auctions in the context of the contract is carried out exclusively on the basis of an obligation to perform to the best of one's ability and not on the basis of an obligation to achieve a result.

29.6 Right to refuse

Route 66 Auctions reserves the right to refuse an order for auction at any time without giving reasons.

29.7 Authority and guarantees

The contributor guarantees that he/she is authorized and entitled to enter into the agreement and to issue the relevant assignment when issuing an order for auction to Route 66 Auctions.

29.8 Acceptance of auction conditions

The consignor agrees with the general auction and sales conditions that apply to the auction house engaged. Route 66 Auctions does not guarantee that these terms and conditions can always be validly invoked by the contributor against third parties.

29.9 Power of attorney for acceptance of terms and conditions

The consignor grants Route 66 Auctions an irrevocable power of attorney to agree on behalf of the consignor to the general terms and conditions that are declared applicable to the auction by the auction house.

Article 30: Conduct of the Public Auction

30.1 Public Auction

Route 66 Auctions organises a Public Auction every Thursday between 19:30 and 21:30 at the auction venue Schutweg 16, 5145 NP Waalwijk, the Netherlands, unless a different date, time or location has been clearly announced in advance on the Route 66 Auctions website.

30.2 Attendance in person

Consumers and other bidders may attend the Public Auction in person and participate in the bidding process at the auction venue. No prior appointment or registration is required to attend the Public Auction in person.

Route 66 Auctions may require a person wishing to bid in person to identify themselves and register as a bidder before placing their first bid. This registration may take place at the auction venue.

30.3 Auctioneer

The Public Auction is conducted by an auctioneer appointed by Route 66 Auctions. The auctioneer supervises the bidding procedure, enters or arranges for the entry of In-person Bids and determines the closing and award of lots.

30.4 Online and in-person participation

Bidders may participate in the same Public Auction both online through the Route 66 Auctions platform and in person at the auction venue. Online Bids and In-person Bids form part of the same competitive bidding procedure.

30.5 In-person Bids

A bidder attending in person may clearly communicate their bid to the auctioneer. The bid is entered into the bidding system by or on behalf of the auctioneer. Once the In-person Bid has been accepted by the auctioneer and included in the bidding process, it competes in the same way with Online Bids and maximum bids already entered.

30.6 Bid increments

The same minimum bid increments set by Route 66 Auctions apply to online and in-person bidders. The current bid displayed on the platform determines the next valid bid.

30.7 Extension of the bidding time

If a new valid bid is placed within the last three minutes before the scheduled closing of a lot, the remaining bidding time for that lot is reset to three minutes. This rule applies to both Online Bids and In-person Bids.

30.8 Reserve price

A lot may be subject to a reserve price. If the reserve price has not been met when the lot closes, no automatic award or sale takes place. The reserve price may only be changed while the lot has not yet definitively closed.

A bid below the reserve price at closing cannot subsequently be treated retroactively as the winning bid of the Public Auction.

30.9 Binding bid and award

Every valid and accepted bid is binding and cannot be unilaterally withdrawn by the bidder.

If the reserve price has been met and no higher valid bid is placed after the applicable bidding time has elapsed, the auctioneer awards the lot to the highest valid bidder.

The award concludes the Contract of Sale between the Seller/Consignor and the successful Auction Buyer. The successful Auction Buyer is obliged to take delivery of the item and pay the amounts due in accordance with the applicable terms and conditions.

30.10 Unsold lot

If a lot is not awarded, no Contract of Sale has been concluded during the Public Auction.

Any agreement subsequently concluded between buyer and seller is a separate agreement and is not a sale concluded during the Public Auction.

30.11 Changes during the auction

Route 66 Auctions may change the scheduling or conduct of an Auction or suspend or cancel an Auction or lot if there are reasonable grounds to do so. Any change relevant to the bidding process will be announced as soon as possible through the platform and, if the Public Auction has already started, by the auctioneer.

30.12 Buy Now

A purchase using the Buy Now option is a separate method of purchase and does not form part of the competitive bidding procedure during the Public Auction.

Article 31: Capacity of Route 66 Auctions

31.1 Capacity of Route 66 Auctions

Route 66 Auctions organises and facilitates the Auction and acts as an intermediary between Seller/Consignor and Auction Buyer. Route 66 Auctions is not a party to the Contract of Sale concluded upon the award between Seller/Consignor and Auction Buyer, unless the relevant lot expressly states that Route 66 Auctions itself acts as seller.

The fact that Route 66 Auctions organises the bidding process, appoints an auctioneer, facilitates payments or arranges for funds to be managed through a third-party funds account does not in itself make Route 66 Auctions the seller of the relevant lot.

31.2 Route 66 Auctions does not guarantee that a business will be sold or that a specific price will be achieved.

31.3 The contributor shall indemnify Route 66 Auctions against claims by third parties in connection with the auction or sale.

Article 32: Rights and Obligations of the Contributor

32.1 Identification requirement

The contributor must identify himself with a valid proof of identity at the first request of Route 66 Auctions.

32.2 Title guarantee

The contributor guarantees that he/she is the owner of the item or is otherwise authorized and entitled to offer the item for sale through an auction. The contributor indemnifies Route 66 Auctions on first request against all claims from third parties in relation to the case.

32.3 Delivery without restrictions

The contributor guarantees that the item will be delivered free of encumbrances, rights of third parties or other restrictions.

32.4 Provision of information on request

The contributor is obliged to provide all information about the origin of the item at the first request of Route 66 Auctions, supported by supporting documents. The contributor is liable for damage resulting from incorrect, incomplete or misleading information.

32.5 Relevant information

The contributor is obliged to provide all information that is relevant to the item, such as information about the origin, properties, technical defects or legal restrictions. Any damage caused by incorrect or incomplete information will be borne by the contributor.

32.6 Documentation and accessories for vehicles

For vehicles, the consignor shall ensure that the following items are present upon collection: full registration certificate, spare key, maintenance history, service booklet and any accessories.

32.7 Supplement to registration certificate

If the registration certificate is not complete upon collection, the consignor is obliged to hand it over to Route 66 Auctions before the start of the auction .

32.8 Requirements for a Dutch registration certificate

For vehicles with a Dutch registration number, the registration certificate must consist of a nine-digit registration code with a registration card or complete paper registration parts. The validity must continue until at least the moment of transfer to the buyer.

32.9 Inspections and Demonstrations

The Contributor represents that Route 66 Auctions and potential buyers are authorized to inspect the item and, in the case of vehicles, to start the engine.

32.10 Legal compliance

The consignor guarantees that the sale of the item through an auction does not violate national or international legislation.

32.11 Prohibition of bidding

The consignor may not bid on his/her consignment item.

32.12 No transfer of rights

Rights and obligations under these general terms and conditions cannot be transferred by the contributor to third parties.

32.13 Transfer by Route 66 Auctions

Route 66 Auctions is entitled to transfer all or part of its rights and obligations to a third party. The contributor agrees to this in advance.

Article 33: Rights of Route 66 Auctions

33.1 Power of attorney for action

The contributor grants Route 66 Auctions an irrevocable power of attorney to act on behalf of the contributor in the preparation, execution and handling of complaints with regard to the auction. Route 66 Auctions may perform all necessary (legal) actions, including returning funds received to a buyer upon dissolution of the purchase agreement. Route 66 Auctions is not obliged to use these powers.

33.2 Costs in the event of incorrect information

If a complaint by a buyer arises from incorrect, incomplete or misleading information provided by the consignor, Route 66 Auctions may recover all associated costs from the consignor.

33.3 Suspension of payment in the event of a dispute

If a substantiated dispute arises between buyer and seller concerning the performance of the Contract of Sale and the sale proceeds have not yet been paid to the seller, Route 66 Auctions is entitled to temporarily suspend payment.

Route 66 Auctions may facilitate communication between the parties, but does not independently decide which party is in the right under civil law.

If both buyer and seller claim the funds held in the third-party funds account, payment will be made once the parties have jointly reached a written agreement, pursuant to a binding decision by a competent authority, or where there is otherwise a sufficient legal basis for payment.

33.4 Risk of storage and auction sale

The sale through an auction takes place entirely at the expense and risk of the consignor. If the item is stored at Route 66 Auctions, the risk remains for the consignor.

33.5 Responsibility of the consignor

The consignor is responsible for the accuracy and completeness of all information and expressions about the item in auction catalogues, brochures, websites or other publications.

33.6 Choice of auction

Route 66 Auctions determines at its own discretion through which auction the item is offered.

33.7 Copyright on images

Route 66 Auctions has the right to have the item photographed or otherwise portrayed, both before and after the auction. Route 66 Auctions retains the copyright to these images. The

contributor may only use the images for the promotion of Route 66 Auctions and not for other commercial purposes.

33.8 Right to cancel sale

If during or after the auction it turns out that the item has defects that were not known in advance, Route 66 Auctions has the right to refrain from selling.

33.9 Sale outside of Route 66 Auctions

The consignor is not permitted to resell the item outside of Route 66 Auctions or the auction house, unless the item has not been sold and a period of six months has elapsed after the auction. In case of violation, the contributor is subject to a fine of 9% (excl. VAT) of the agreed minimum price, without prejudice to Route 66 Auctions' right to damages or other remedies. If violation takes place prior to the auction, the fine is €250,-.

Article 34: Execution of Activities

34.1 If Route 66 Auctions fails to carry out any work, the contributor must give Route 66 Auctions the opportunity to rectify it within a reasonable period of time.

Article 35: Take-back by the Contributor

35.1 Once an auction has started, the consignor can no longer take back the item.

Article 36: Remuneration

36.1 If a sale does not go through for reasons beyond the control of Route 66 Auctions, Route 66 Auctions may still charge a fee.

36.2 Costs of the auction house engaged by Route 66 Auctions will be passed on to the Contributor.

Article 37: Handling of complaints

37.1 Route 66 Auctions is not obliged to deal with complaints after the sale.

Article 38: Payment

38.1 Payments by Buyers are made through the Auction House, unless otherwise agreed.

38.2 Route 66 Auctions will pay the net proceeds to the consignor, minus costs and VAT.

Article 39: Unsold item

39.1 Route 66 Auctions may re-offer an unsold item at a subsequent auction.

39.2 If Route 66 Auctions waives a re-auction, the consignor must take back the item at its own expense.

Article 40: Storage and transport

40.1 Costs of Management

All costs incurred by Route 66 Auctions in connection with the management of an item in its possession are borne by the consignor.

40.2 Costs for Storage, Transport and Cleaning

The consignor is responsible for all costs related to the storage, transport and cleaning of an item that is put up for auction by the consignor.

40.3 Right of decision Storage location

Route 66 Auctions determines at its own discretion the location where an item is stored.

40.4 Risk of Damage or Depreciation

All damage or depreciation that occurs during the storage or storage of an item is entirely at the expense and risk of the contributor.

Article 41: Insurance

41.1 The contributor is responsible for insuring the item. Route 66 Auctions is not obliged to take out insurance.

Article 42: Indemnification

42.1 The contributor shall indemnify Route 66 Auctions against any third party claims in connection with the auction or sale.

Article 43: Auctioning via third party

43.1 The Contributor accepts the General Terms and Conditions of Route 66 Auctions. In the event of conflicts between conditions, those of Route 66 Auctions prevail.