

Sales contract between buyers and sellers

Valid from July 1, 2024

This standard sales contract between buyer and seller is an integral part of the sales process at Route 66 Auctions. In this document, both the buyer and the seller are referred to as a 'party', or 'parties' when both are referred to.

By using our online sales platform you agree to these terms and conditions, which apply to both buyers and sellers when concluding a sales contract. We have written this contract in plain language.

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.

Article 1: Sales contract

- **Composition of the sales contract**

The sales contract consists of this standard sales contract, the item description and any additional conditions that apply. A seller may also have his own additional conditions. If these additional terms and conditions are uploaded or shared on the online sales platform, they also form part of the sales contract. In the event of any conflict between the seller's additional terms and conditions and this Route 66 Auctions sales contract, the terms of this sales contract shall control.

- **Applicability to buyer and seller**

The sales contract applies to the relationship between buyer and seller. Route 66 Auctions is not a party to the sales contract.

- **Right of withdrawal**

If the seller is a professional seller, subject to the provisions of the EU and UK Consumer Rights Policy, and the buyer is located in the EU or the UK, the buyer has the right to withdraw from the object to revoke the sales contract.

Article 2: Responsibilities of the seller

- **Conformity and quality**

The seller is responsible and liable for the conformity, quality, safety, legality, provenance and authenticity of the item, as well as for the correctness, accuracy and completeness of the item description, including photos, videos and any translations of the description.

- **Compliance with Export Laws**

The seller must ensure that the item complies with all applicable export laws and regulations.

- **Legal validity and honesty**

The seller warrants that the offering and sale of the item (i) does not violate any laws or regulations, (ii) does not infringe the rights of third parties, and (iii) is not fraudulent or unlawful towards the buyer or third parties .

Article 3: Responsibilities of the buyer

- **Binding offer**

The buyer is bound by the offer or the use of the 'buy it now' option with which the buyer entered into the sales contract.

- **Payment term**

The buyer must pay the purchase price and shipping costs (if applicable) to the seller through Route 66 Auctions' payment service provider within seven (7) days of the end of the online auction, or immediately when using the 'buy it now' option, as provided in the Buyer Terms and Conditions. The buyer must ensure that the seller receives the full purchase price. Buyer is responsible for all additional fees, taxes, duties and charges associated with payment. The specified payment term is never considered a deadline, which means that a notice of default is required before the seller can terminate the sales contract due to non-payment.

- **Additional import costs and registration**

The buyer is responsible for any additional import costs (e.g. VAT, import duties) and should check if there are any specific rules or restrictions for importing the item into his/her country. In addition, the buyer is responsible for registering the item in his/her country.

- **Receipt**

If the item requires collection, the buyer must collect or have the item collected within five (5) business days of purchase, unless otherwise agreed with the seller. The specified collection time is never considered a deadline, which means that a notice of default is required before the seller can cancel the sales contract due to non-collection.

Article 4: Disputes

- If a dispute arises between the buyer and seller regarding the sales contract, both parties will attempt to resolve the dispute jointly and in good faith. Route 66 Auctions can support this by mediation and offering solutions, where reasonable cooperation is expected from both parties. If these mediation efforts do not result in a resolution, both parties acknowledge and accept that Route 66 Auctions has the right to cancel the sale, refunding the buyer or paying the seller, as the case may be.

Article 5: Rights of Route 66 Auctions under the sales contract

- **Notice of default and dissolution**

Route 66 Auctions has the right to send a notice of default or a statement of dissolution to the other party on behalf of one of the parties. In specific cases such as (suspected) fraud, illegal activities, technical problems with our Route 66 Auctions, or other serious situations that could have adverse consequences for the platform or our users, we reserve the right to cancel a sale without prior notice of default or other formalities. Both parties irrevocably acknowledge that Route 66 Auctions has this right under the sales contract and that we may exercise this right on behalf of the relevant party.

- **Power of Attorney to Route 66 Auctions**

Each party grants Route 66 Auctions an irrevocable power of attorney to exercise the rights described above, if necessary. This includes canceling a sale in exceptional circumstances without prior notice.

Article 6: General provisions

- **Applicable law**

This sales contract is governed exclusively by Dutch law, without regard to any conflict of law provisions, excluding the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention). However, the parties acknowledge that mandatory (consumer protection) laws may result in the application of laws other than Dutch law to the sales contract.

- **Precedence of the Dutch version**

In the event of any conflict between the Dutch version of this standard sales contract and a translation into another language, the Dutch version shall prevail. All (legal) terms and concepts used in the sales contract will be interpreted according to Dutch law.