

Seller Terms and conditions

Valid from July 1st, 2024

We help you sell your special objects by connecting you with enthusiastic and serious bidders and buyers. To keep our sales platform safe and reliable for all our users, we've created some essential selling rules. These rules are called the Terms of Sale and they form an integral part of our 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.

Your account and seller status

Article 1: Registration as a seller

To list objects on our online marketplace, you must register as a seller.

- **Create a seller account and specify whether you are a professional or private seller**

There are two types of sellers on Route 66 Auctions – professional sellers and private sellers. You have to make a choice when registering. You are a professional seller if you sell as part of your trade, trade or business (more information in our Professional Seller Terms). As a professional seller, you must provide your VAT identification number. You are a private seller if you sell as a private individual, for example as a hobbyist.

Local laws and regulations may have different criteria for your seller status. If you incorrectly register as a private seller, you will be responsible for any damages or claims arising therefrom, and you will indemnify Route 66 Auctions in this regard.

- **Payment providers**

We work with third-party payment providers to provide you with a secure selling environment. When registering, you will need to create an account with the relevant payment provider.

- **We may ask for additional information**

If there is a reason for compliance, we or our payment providers may ask for more information. If you do not provide this information, you may not be able to sell on Route 66 Auctions.

- **Incomplete account registration:**

If you have sold an item on our platform, but have not fully and successfully registered your seller account with us or one of our payment providers, your payment will be held until you are fully registered. If your registration is unsuccessful or not completed within 1 year of the buyer's payment, we will handle the outstanding amount by sending you an invoice and transferring the balance to our account.

Article 2: Professional sellers

- **Professional sellers must comply with all applicable tax rules**
It is mandatory to comply with all relevant laws and regulations for selling as a professional seller. This includes, among other things, sales tax, goods and services tax, and income tax on the objects sold.
- **Professional sellers must declare that they comply with EU law**
This means that you only list items that comply with European law.
- **Professional sellers have additional responsibilities**
Based on applicable laws and regulations, you have additional obligations to us and our buyers. We expect you to meet all these obligations. For example, consumers have additional rights when they buy from you.
- **Right of withdrawal**
If you are a professional seller, a consumer living in the EU sometimes has the right to cancel the sale within 14 days of receiving the object. If the conditions are met, you are legally obliged to comply with such a request.
- **Application of your terms and conditions**
Professional sellers may apply their own terms and conditions in addition to our terms and conditions and the standard sales contract, as long as they do not conflict with our terms and conditions and the standard sales contract. These additional terms must be included in the item description of your listings.

List your special object for sale

Article 3: Submitting an object

Once you've registered as a seller, you can start submitting your special objects on our online marketplace. Please note the following:

- **Sale exclusivity agreement with Route 66 Auctions**
You enter into an agreement with Route 66 Auctions to offer your object for a total of three auctions (whether consecutive or not). The auction dates and the categories in which your object will be offered are determined by Route 66 Auctions. During this period, including an additional period of 14 days after the last auction, the object may only be sold through Route 66 Auctions. You hereby grant exclusive rights of sale to Route 66 Auctions. In the event of a breach of this exclusivity, Route 66 Auctions is entitled to compensation of 15% of the agreed reserve price with a minimum of 2500 euros.
- **Submission guidelines**
Before you submit an object, make sure it meets [our submission guidelines](#). We usually only accept items that meet these criteria. Even if your object meets the criteria, we cannot guarantee that our experts will select it, as we have to take into account other

factors, such as the number of similar objects being auctioned at that time. Constantly resubmitting fake or rejected items is not permitted and may result in account suspension.

- **Eligibility of items**

Based on a virtual review of the description, photos, video, and other documentation you provide of your item, we will determine whether it is suitable for one of our auctions. This decision is entirely up to us. We are never obliged to accept or reject a particular item and the fact that we accept an item does not guarantee that it will sell.

- **Providing information about your item**

As a seller, you are responsible for your submissions. Be sure to provide a detailed and accurate description, as well as any other relevant information. The information you provide must include, but is not limited to, the following:

- The condition and classification of the object, supported by documentation if possible.
- The object's country of origin, including whether the item is still in its home country and, if applicable, when the item left the country of origin.
- Clear, high-quality photographs and, where possible, other (audio-)visual material that accurately reflects the actual, current state, characteristics and other particularities of the object. This includes any imperfections, defects, or flaws that the object may have.
- Info and documentation about the origin and authenticity of the object and, if applicable, a certificate of authenticity.
- All documentation required to register, transfer and/or export the object, if applicable.
- The reserve price, if applicable
- Any other conditions related to the object or offer (for example, that the object must be picked up).

- **Application of additional terms**

If additional terms apply to the sale of your special item, you must state them in the item description. These additional terms must not conflict with the Terms or the standard sales contract.

- **Item must be as described:** Each item you list for sale must be as described or depicted in the item description, photos, video, and other materials you provide. If not, a buyer may be entitled to repairs, replacement, or a partial refund. In some cases, the buyer may even cancel the sale and claim damages and/or costs from you.

- **Proposing/making changes**

We reserve the right to make changes to the item description before the auction starts. You can review these changes and additions in your Seller Center before the auction goes live.

- **Translate and customize item description**

We can translate the item description (including through automatic translation) to offer your item to users in multiple countries.

- **Responsibility for accurate item description**

You are responsible for ensuring that your item is accurately described. If the description is inaccurate, incomplete or misleading, you may be held liable.

- **User material**

User material means all information and documentation that you provide when offering an object for sale, including but not limited to photographs, (audio-)visual material, object descriptions, certificates of authenticity, specifications, opinions, messages, offers and/or announcements.

- You understand and accept that you are responsible and liable for all User Material that you post on our online marketplace.
- You acknowledge and agree that the User Material you upload or post:
 - Is correct and accurate and not misleading, inappropriate or incorrect.
 - Contains discriminatory, derogatory or otherwise offensive content and is in accordance with good morals and taste.
 - Contains no promotional material except that which is directly related to the item for sale.
 - Contains chain letters, junk mail, spam or links to other websites.
 - Does not damage the reputation of other users, Route 66 Auctions, our affiliates and/or employees.
 - Violates any law or regulation or our Terms.
 - Does not infringe any rights of any third party or is otherwise unlawful towards any third party or Route 66 Auctions.
 - Complies with our Data Protection and Privacy Notice and any applicable privacy laws where it contains personal data.

- **License Agreement:** By posting User Material to our platform, you grant us a royalty-free, unencumbered, worldwide, non-exclusive, perpetual, and irrevocable license to publish and/or reproduce (including translations) the material for any and all purposes. This license will remain in effect even if your account is suspended, deleted, or if you no longer use our platform. You retain all ownership and intellectual property rights in your User Material, but agree not to assert any moral rights against us for the use of your User Material.

- **Use of your User Material:** This license allows us to promote your objects and our platform in any format and through any channel, both online and offline.

- **Accurate item description:** You are responsible for ensuring that the item is accurately described. You guarantee that the final description accurately represents the object. If the description is incorrect, incomplete or misleading (including photos and/or video), you may be held liable to third parties, including the buyer. We cannot be held liable for

damage or costs resulting from an incorrect or incomplete description.

- **Right and authority to sell:** By listing and selling an item, you warrant that:
 - You do not violate any laws or regulations, including economic sanctions laws.
 - You do not infringe any rights of third parties, such as contractual and intellectual property rights.
 - You will not act unlawfully or fraudulently towards any third party or Route 66 Auctions.
 - Your item is not listed as part of a counterfeit transaction for money laundering and every sale is a real and authentic transaction.
- **Exclusivity of offer:** Objects that you offer for sale with us may only be offered on our platform. This means that these objects are not for sale elsewhere at the same time. You agree to remove items from other websites and platforms if they are for sale with us.

Sell your special object

Article 4: When your object is for sale

Once your special object has been accepted by our experts for sale through our online sales platform, they will select the most suitable auction to attract the most bidders. Here's what you need to know if your item is up for sale:

- **Timing**

Our experts will make sure that your object is placed in the ideal auction, which means that it may take some time for your object to be put up for sale after listing.
- **Availability of your item**

Your item must remain available for sale throughout the auction period. This means that the item must be available from the time of listing until the end of the auction.
- **Withdrawal of items**

Withdrawing an item after it has been offered by you and accepted by us for sale is not permitted unless we have given you permission to do so. Once live, the item cannot be withdrawn
- **Consequences of withdrawal**

If participation on our auction platform is confirmed to you and we agree to modify your advertisement or remove your item, you are fully liable for any damages and you release us from all third-party claims and other costs and damages. Withdrawing an item may also result in a penalty of 9% commission fee of the reserve price.
- **Promotion of your advertisement**

You may promote your advertisement and Route 66 Auctions through legitimate channels, such as social media, as long as this is respectful of our brand and does not give the impression that you are part of our company. Promotion of your own store or

business through our platform is not allowed.

- **Influencing sales**

Shill bids or other activity that artificially affects bids or demand for your item is not permitted and may result in account suspension, fines, or other action.

- **Removing Bids**

We reserve the right to remove bids that are fraudulent or suspected of being fraudulent or in violation of our Terms and Conditions.

- **Modification or removal of your listing**

We may modify the item description in the event of incorrect item descriptions or translation errors, or in special circumstances remove the listing completely to ensure the integrity of our platform.

Item sold

Article 5: Contracts and costs

Congratulations, your item has sold! Here's what you need to know before you ship your item:

- **Contract of sale**

After the end of an auction, the successful use of the 'buy now' option by the buyer, or the acceptance of a bid, you enter into a contract of sale with the buyer. This contract is governed by our Terms and Conditions. You have certain obligations, including releasing the item. For more details, please see Section 8 of these Seller Terms.

- **Payment by the buyer**

After the auction or acceptance of a bid, we ask the buyer to pay within 7 days. When using the 'buy now' option, the buyer must pay immediately to confirm the purchase. The payment will be held securely for at least 7 days after the buyer receives the item.

- **Including taxes**

The purchase price paid by the buyer includes the taxes you owe. In line with consumer and tax laws, this sum includes all taxes due. If we need to collect and remit taxes, they will be paid by the buyer at checkout.

- **Payment term**

The buyer must pay within 7 days after the auction ends. When using the 'buy now' option, the buyer must pay immediately. We will only ask you to release the item after receiving payment.

- **No legal limit**

The payment term of 7 days is not a legal limit. If the buyer doesn't pay on time, you can't automatically cancel the sale. Contact us for solutions such as a notice of default

with a deadline for payment. If payment is not made, you can usually cancel the sale.

- **Cancellation of transactions**

We may cancel the transaction if the buyer does not pay, even after payment reminders. In such cases, we will contact you.

Release Your Item

Article 6: Shipping or collection

Once payment is received from the buyer, we'll let you know that you can ship, transport, or pick up the item. Here are the important points to make the shipping process smooth:

- **Responsibility for shipping**

Route 66 Auctions is not responsible for the shipment of objects. We cannot be held liable for any damage during the shipping or transportation process. You bear the risk of damage and/or loss of your object during shipping until the time of delivery.

- **Service agreement**

You enter into a service agreement with the shipping company. This means that if something goes wrong with the shipping or transportation of the item, you will need to request an investigation directly from the shipping or shipping company. We recommend that you always carefully read the terms and conditions of the shipping or transport company.

Payments

Article 7: Payment of Sold Items

Our payment providers will pay out the purchase price (minus the Final Value Fee and any additional fees) after the buyer has paid in full and is satisfied with the item. Here are the key points to consider:

- **Payment Provider Terms**

We work with payment providers to handle all payments securely. These services are subject to their terms and conditions, which you agree to resell on our platform. These Terms may be amended from time to time.

- **Exchange rates**

Our payment providers set the exchange rate on the date your ad goes live, which means that your payout in your home currency may be lower or higher. We or our payment providers may also round the purchase price to the nearest whole currency

unit.

- **Compliance with terms and instructions**

Receiving payments may depend on filling in all the necessary information as required by the payment providers. If a payment provider blocks a payment, we reserve the right to cancel the transaction and cannot be held liable for any damages resulting from this.

- **Buyer's inspection period**

Buyers have 7 days to inspect the item from the day they receive it. If they think something is wrong, they should contact us. If a buyer is unable to inspect the object within 7 days due to certain circumstances, we will notify you.

- **Suspension of Payouts**

Payouts may be suspended if a buyer opens a claim about your item and it has not yet been resolved, or if a third party notifies us that there is a problem with your item or the sale of your item, or if you fail to meet your obligations to Route 66 Auctions and/or the buyer.

- **Payment for breach of terms**

If you sold an item but did not act in accordance with our Terms of Use, for example, if the item was not as described, we reserve the right not to pay you for that item. In such cases, you will forfeit any claims you may have against us for such payments.

Obligations of the seller

Article 8: Your obligations

As a seller, you have certain obligations to Route 66 Auctions, our bidders and buyers. Here are the key points to keep in mind:

- **Responsibility for Your Items**

You are fully responsible for the sale of your items and liable to Route 66 Auctions and/or buyers for any breach of these Terms, a contract of sale, or applicable law.

- **Authenticity of Your Items**

You warrant that you will not sell counterfeit items or items that infringe the copyright, trademark, or other rights of any third party. The description must be complete, accurate, and match the item you are offering for sale.

- **Use of Proprietary User Material**

Please post only User Material that you own or are authorized to use. For example, don't copy item descriptions from other sellers.

- **Do not disrupt other listings**

You may not interfere with other sellers' listings in order to disrupt their sales or

manipulate your own listings, for example, by bidding on their items and not paying.

- **Working with buyers**

If you have shipping or item issues, you'll need to work with the buyer to find a solution. You may be required by law to provide a particular remedy, such as repair, replacement, or partial refund.

- **Availability of your items**

Items that you list for sale may not be listed for sale elsewhere at the same time and must remain exclusively available for as long as the listing is live. Withdrawal of an object can have serious consequences.

Article 9: Failure to comply with obligations

If you fail to meet your obligations to Route 66 Auctions or our buyers, this will directly affect the trust and reliability of our online marketplace. Here are the key points to consider:

- **Consequences for non-performance towards Route 66 Auctions**

In the event of a breach of your obligations, we may take various measures, such as:

- Suspend or remove your ads.
- Suspend your account or your access to our Services.
- Cancelling a sale.
- Other appropriate measures

In most cases, you are automatically in default, otherwise you will receive a notice of default. We will usually notify you by email of the reason for such a measure.

- **Limitations for merchant accounts**

If we suspend or restrict your account, we will try to notify you of the reasons. In the event of a permanent restriction (termination) of your account, we will try to give you 30 days' notice, unless:

- We are required by law to terminate our services to you.
- You have repeatedly violated our Terms.

- **Compensation and collection**

Failure to comply can lead to (financial) damage for us, for which we are entitled to compensation. We may offset this damage against any amounts you owe us. If your funds are not sufficient, we may use a collection agency or take legal action to enforce payment. In such cases, we can claim statutory interest and (extra)judicial collection costs.

- **Reporting fraud**

Fraudulent acts can be reported to (international) law enforcement agencies.

- **Consequences for non-performance towards buyers**

In the event of non-performance towards a buyer, we can take action. The buyer can

also take legal action to enforce the sales contract and claim damages. This can be done extrajudicially through a collection agency or judicially. The buyer can recover statutory interest and (extra)judicial collection costs from you.

Article 10: Object Checks and Seller Visits

To ensure the quality and legitimacy of the objects on our online sales platform, we may choose to check objects virtually or physically. Here are the key points:

- **Provenance Verification**

We, or a third party on our behalf, may conduct a virtual verification of an object that you offer for sale through Route 66 Auctions to assess its legitimacy, provenance and quality. These checks can be done consistently or randomly.

- **Physical Object Verification**

We, or a third party on our behalf, may physically purchase an object that you offer for sale through Route 66 Auctions to assess its legitimacy and quality. These random checks are designed to confirm that an item meets the item description and our guidelines.

- **Objects that pass the check**

Objects that pass the check can be relisted and sold on Route 66 Auctions.

- **Items that do not pass the check**

Items that do not pass the check will be returned to you and cannot be relisted for sale. In some cases, such as counterfeit objects, we may need to destroy the object or hand it over to law enforcement.

- **Costs of the inspection and measures**

If your object passes the inspection successfully, you only refund the purchase price and we bear the costs of the inspection. If your item fails the audit, you are responsible for refunding the purchase price and the reasonable cost of the audit, including shipping, customs duties, and third-party expert fees. We may take further measures, such as fines.

- **Visits to sellers**

In order to comply with laws and regulations and to verify the legitimacy and quality of objects, we may choose to physically inspect objects at the seller's premises before they are offered for sale on Route 66 Auctions.

- **Responsibility for your objects**

Even if your objects have been checked or if we have visited you, you are always responsible for the accuracy of the description and the quality of the objects you offer for sale on Route 66 Auctions. We cannot be held liable for the selection, description, conformity or quality of an object, regardless of whether it has been checked.