

## **General Terms & Conditions for Transport Services Auctionet**

For transport services ordered from 22 April 2024.

These terms and conditions apply to transport services regarding items purchased at auctions organised online through the website [www.auctionet.com](http://www.auctionet.com) by Auction Network Sweden AB, org.nr. 556859-5150 ("Auctionet") and where transportation of items has been ordered by the buyer for delivery to Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czechia, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Norway, Iceland, United Kingdom, Liechtenstein, Switzerland, USA, Canada, Australia, New Zealand, Hong Kong, Japan, South Korea, Taiwan, Singapore and Israel. For transports to other countries and for transports of items with a hammer price that exceeds the equivalent of SEK 200,000 purchased by legal entities, the General Conditions of The Nordic Association of Freight Forwarders NSAB2000 are applied. The available delivery options offered for each item is always displayed on the item page and depends on the item's size, weight, fragility, value and final destination, among other things. Transport begins only after payment has been made for both the item and the transport order.

### **Package delivery**

When ordering package delivery, the item is picked up at the auction house and sent to the package center for packaging and booking. The item may also be shipped directly from the auction house. Smaller packages are usually booked with a carrier. Larger packages are booked as home delivery to your door or to the door/gate. Auctionet is free to choose which carrier to use for each transport.

### **Delivery to Auctionet's own delivery points**

When ordering transport to one of Auctionet's own delivery points (node delivery), items are picked up from the auction houses usually once a week and then delivered to the selected delivery point. Upon arrival at the item's final destination, the buyer must pick up the item within five (5) business days. If collected after this time, a storage fee of SEK 50/EUR 5/GBP 5/DKK 50 per day will apply unless otherwise agreed. The buyer is responsible for any packing material and carrying assistance required during pick-up.

### **door-to-door delivery**

Auctionet Logistics may in some cases make its own door-to-door deliveries directly to the customer's ordered address. Cancellation of a delivery must be made no later than the day before delivery in order to avoid being considered as an attempted delivery. If, despite notification, the recipient is not present on two separate occasions and has not cancelled the delivery, the customer will be charged SEK 400/week for storage, calculated from the date of the second notified delivery.

### **Prices etc.**

Auctionet decides which types of transport services are offered at which time for different items. For some items, transport services covered by these conditions are not available. It can e.g. apply to large and bulky or fragile items and items with a hammered price that exceeds the equivalent of SEK 200,000.

The prices for the various transport services depend on the chosen mode of transport as well as the size and characteristics of the object. Price offered to the buyer for the various transport services is quoted and valid in connection with the buyer's request for transport. The prices are stated including value added tax.

Auctionet reserves the right to adjust prices for already ordered transport services in the event that the hammered price significantly exceeds the object's valuation and if a third party, e.g. carrier, changes conditions or prices. Auctionet also reserves the right to remove the possibility of ordering transport due to, for example, sanctions that apply to certain items.

Auctionet and any carrier hired by Auctionet have the right to retain items if the buyer has unsettled claims against Auctionet and/or the carrier and/or the auction house.

### **Contracting party, etc.**

Agreement for the transport of items is entered into between the buyer and Auctionet. Payment for the transport of objects must be made to Auctionet or the auction house that sold the object in accordance with the information on the issued invoice for the transport order.

Auctionet has the right to determine how items are delivered to the buyer after the buyer has booked transport. Auctionet may carry out agreed transports according to these terms and conditions under its own transport department or by hiring external carriers who act as subcontractors to Auctionet. By accepting these terms, the buyer acknowledges that external carriers may contact the buyer to agree

on a delivery time or the like.

### **Delivery times**

The delivery times for the transport services may vary and depend on various circumstances such as the item's size and delivery location. The normal delivery time is stated in connection with the buyer ordering the transport service from Auctionet. Auctionet makes no guarantees regarding delivery times and the buyer is not entitled to claim any penalties against Auctionet if delivery times exceed or fall short of the normal delivery time specified to the buyer.

### **Transfer of risk/responsibility**

The risk for the item passes to the buyer when the buyer or the buyer's agent has received the item. Auctionet is liable to the buyer if the item is damaged or lost during transport which has been ordered in accordance with these terms and conditions. Auctionet's responsibility for transport damage in relation to the buyer is limited to the sum of the hammered amount plus commission, value added tax, transport costs, as well as possible resale rights, import VAT and customs duties.

Auctionet and/or the auction house are never responsible for any indirect damage that the buyer or any third party may suffer through damage to the item, nor for the buyer's or any third party's own costs in connection with transport damage.

If items have been damaged during transport that have been ordered in accordance with these terms and conditions, Auctionet has the right, at its own discretion, to remedy the transport damage, including but not limited to have the damaged item repaired or cancel the purchase.

If the item's value after repair is not insignificantly lower than it would have been if the transport damage had not occurred, the buyer is also entitled to reasonable compensation corresponding to the difference in the item's value before the transport damage occurred and after the item has been repaired.

If an item is damaged during transport booked in accordance with these terms and conditions and the damage means that the item has a significantly lower value, the buyer and the auction house have the right to cancel the purchase.

The buyer must immediately upon receipt of the item carefully examine the item to ensure that the item and any associated documentation have not been damaged or lost during transport.

When collecting an item from a carrier/delivery point, the buyer must carefully check that the package is complete and undamaged. Visible damage to the package must be photographed and reported in writing within twenty-four (24) hours of receipt to [support@auctionet.com](mailto:support@auctionet.com).

Any complaint under these conditions must be made in writing to Auctionet. Buyers who do not report transport damage within a reasonable time after the buyer discovered the damage may lose the right to make a claim due to the damage or loss.

The buyer is responsible for ensuring that the item has not been subject to an export ban when ordering transport to another country.

### **Licensed weapons etc.**

Licensed weapons are for security reasons sent in two separate shipments on different dates with different tracking numbers.

The buyer must be able to present a valid license before booking transport of licensed weapons.

### **Alcohol**

Delivery of alcoholic beverages is offered from auction houses in Germany to certain countries within the EU (not Sweden). Auctionet does not offer delivery of alcoholic beverages to other countries.

### **Frames in wood, plaster or pasteboard**

Wooden, plaster or pasteboard frames with high fragility and visible wear and tear are not covered by a transport claim. If minor damage to the frame has occurred during transport, the buyer is entitled to compensation based on the transport price, but the purchase of the item cannot be cancelled for this reason.

### **Force majeure**

Auctionet is not responsible for any kind of damage that is due to circumstances that Auctionet could not reasonably have foreseen or known about, for example changed legislation, action of authorities, currency restrictions, war or terrorist event, pandemic, extreme weather, fire or other accident, fault in power transmission or telecommunications network, shortage of means of transport, general shortage of goods, lockout, strike, boycott and blockade or other similar circumstance. This applies regardless of whether the circumstance occurs in Sweden or abroad. The reservation regarding strikes, lockouts, boycotts and blockades applies even if Auctionet itself takes or is subject to such action. In order to be exempt from liability, the circumstance must prevent or make it significantly more difficult for Auctionet

to fulfill its obligations in a timely manner.

If Auctionet's fulfillment of obligations under these terms and conditions is delayed by more than 60 calendar days due to force majeure, the buyer may cancel the current transport order without liability for compensation. Cancellation must be made in writing to Auctionet. In the event of cancellation, neither the Auctionet nor the buyer is entitled to any compensation from the other party.

**Personal data, etc.**

Personal data that has been provided to Auctionet by the buyer is processed by Auctionet for the administration and fulfillment of Auctionet's contractual obligations in relation to the buyer and other customers, auction operations in general, performance of transport services and to fulfill obligations arising from law and obligations towards authorities or to fulfill tasks of general interest (for example, cultural history documentation incl. provenance data and investigation of suspected crimes).

Personal data that has been provided to Auctionet by the buyer may also be processed by Auctionet for market and customer analyses and statistics as well as for its own marketing, for example for sending out newsletters and invitations. For these purposes, such personal data may be shared with third parties, however not beyond what is needed in the individual case. Auctionet does not sell or otherwise share personal data with third parties for the third party's own marketing. Auctionet also does not use personal data for general marketing by telephone. Personal data may also be shared with an external freight forwarder in order for the latter to be able to fulfill such tasks as prescribed in these conditions or other conditions in connection with the purchase of the item, however not beyond what is required in the individual case.

The buyer agrees to the personal data provided being processed in accordance with the above. The buyer also agrees to the Auctionet supplementing provided personal data by obtaining it from public and private registers. Submitted information may be saved for a longer period of time than ten years in order for Auctionet to be able to fulfill tasks of general interest.

Anyone who wishes to receive information about or correction of their own personal data processed by Auctionet or that provided personal data should not be used for marketing purposes has the right to request this free of charge in writing from Auctionet

Auctionet's operations are covered by the provisions of the Act (2017:630) on measures against money laundering and the financing of terrorism. Additional personal data may be processed by Auctionet as a result of obligations according to this law.

Swedish law applies to these conditions. In case the customer is a legal person, the law (1987:822) on international sales (CISG) is not applicable to these conditions. Disputes regarding the validity, interpretation, applicability or applicability of these terms and conditions, as well as legal relationships arising from this, shall be settled in general court. If the customer is a consumer, the dispute can also be heard in the The National Board for Consumer Disputes (ARN). For customers who are legal entities, the Stockholm district court shall be the first instance.