

Buyer Terms

Valid from 18 March 2024

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We select only the most special objects for you to bid on and buy. To make our online marketplace safe and reliable for all our users, we have some important rules for bidding and buying. We call these the Buyer Terms and they form an integral part of our Terms.

Terms of Use These apply to everyone who visits and uses our online marketplace.	Seller Terms If you're looking to submit or sell, these apply to you.
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How bidding works

Article 1: Bidding on objects

Before placing a bid on an object, keep the following in mind:

- **Buyer Protection**
You can bid and buy safely under the [Catawiki Buyer Protection](#). This protection makes sure all payments are safe, all objects are quality checked, and all sellers are verified.
- **Determining value to you**
The special objects on Catawiki have unique stories. An online auction is all about deciding how much an object is worth to you personally.
- **Determining market value**
If the market value of an object is important to you, we advise you to consult a third-party appraiser. Purchasing objects for investment or speculative purposes is always at your own risk.
- **We provide estimates as a guide**
We sometimes provide estimates to help you decide how much to bid. Estimates can change. These estimates aren't a guarantee or prediction of the actual value or selling price of an object. They offer our opinion but they may not refer to the object's inherent defects, restoration, alteration or adaptation. For that reason, they are not an alternative to taking your own professional advice. Find out [more about our estimates here](#).
- **Every bid is binding**

Every bid or use of buy now is binding. That means you can't amend, retract or revoke your bid or use of buy now. We are not responsible for any errors you make in bidding so when bidding, always double-check you've entered the correct amount, especially when making a last-minute bid.

If you're the highest bidder at the end of the auction or you successfully use buy now, you agree to pay for the object. Find out [more about bidding here](#).

- **You might have a [buy now option](#) for some objects**

Some objects on our online marketplace may show a buy now option. This means you can buy the object immediately without needing to participate in the auction.

If you use the buy now option, the object is only yours once you've paid and have received a payment confirmation email. If you buy an object at the buy now price, these Terms will apply to the sale in the same way as if you'd been the highest bidder in an online auction for that object.

If you bid on an object that has the buy now option available, another user might successfully use the buy now option. If this happens, the object is no longer available to be bought or bid on and will be considered sold.

- **Check import laws and other costs**

As a buyer, you're responsible for checking if there's any specific rule or restriction on importing an object into your country. You also need to check if you need to pay any costs related to these types of rules or restrictions. We are not liable for these costs and neither is the seller.

- **Reserve price not met**

Some objects offered for sale have a reserve price. The reserve price is the minimum price a seller will accept. If your bid is the highest, but it's lower than the reserve price set by the seller, you won't enter into a contract of sale with the seller.

- **Objects sold 'as is'**

Each object has been described by its seller on the object page. All objects are sold 'as is'. Their condition can vary widely due to age, previous damage, restoration, repair, and 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 object description and/or images may not show the condition of an object clearly. Colours and shades may look different on the screen to how they look on physical inspection. Condition reports may be available to help you evaluate the condition of an object. If the seller doesn't explicitly mention the condition, it doesn't mean the object is new or as new. It is your responsibility to ensure that you have requested, received and considered any condition report.

Summary: All bids or successful uses of buy now are binding. We recommend carefully
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reading the object description to decide what an object is worth to you. We sometimes provide an estimate as a guide.

Buying your special object

Article 2: Contracts and costs

- **You'll enter into a contract of sale with the seller**

If your bid is the highest or you successfully use buy now, you'll enter into a [contract of sale](#) with the seller. This contract is governed by our Terms.

You have certain obligations under this contract of sale, including paying for your object. Find out more about your obligations in [Article 8 of these Buyer Terms](#).

Some sellers may have additional terms and conditions. If so, these will be shown on or linked to from the object page. Find out more about the contract of sale in [Article 10 of our General Terms](#).

- **We charge a Buyer Protection fee**

We work hard to make sure Catawiki is a safe place, where you can bid on and buy special objects selected by experts. For this, we charge a Buyer Protection fee.

This fee is usually 9% of the purchase price plus an additional fixed amount in euros, dollars or pounds. This fixed amount is usually €/\$/£ 3, but it can differ depending on the type of object or the (estimated) selling price of the object. The applicable Buyer Protection fee will be shown on the object page. This includes VAT (if applicable). We add this fee to the total costs you pay at checkout. The Buyer Protection fee is non-refundable.

- **Other costs**

Buyers usually need to pay shipping or transport costs. If applicable, you also have to pay VAT, import levies, insurance costs, costs for using a particular payment method, or costs for ancillary services such as enhanced shipping services. Find out [more about possible other costs here](#).

Summary: If your bid is the highest or you successfully use buy now, you enter into a contract of sale with the seller. You need to pay the purchase price and Buyer Protection fee plus any other costs, like shipping and import costs.

Article 3: Paying for your object

If you're the highest bidder or you've bought an object on our online marketplace, you'll need to pay for the object.

- **Payment options**

We have a wide variety of payment options, including credit card, iDeal, and bank transfer. Some payment options cost a fee to use. If this is the case, we'll let you know. Find out [more about payment options here](#).

- **Pay within 3 days**

You need to pay within 3 days of the end of the auction. If you use buy now, you need to pay right away to secure your purchase.

- **Your payment is safe**

Our trusted payment provider holds your payment in escrow until 3 days after you've received the object.

- **Late payment**

If you're the highest bidder and you don't pay in this 3-day period, we might suspend your bidding until you've paid. Also, if you fail to pay timely this might lead to a seller - or us on behalf of a seller - cancelling the sale. Find out more about the contract of sale in [Article 10 of our General Terms](#).

<p>Summary: If you're the highest bidder, make sure to pay within 3 days of the auction ending. If you use buy now, you'll need to pay right away to secure your purchase. Our payment partner will keep your payment safe until you've received your object.</p>
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Your object's journey to you

Article 4: Shipping or pickup

Once you've paid for your object, we'll let the seller know. The seller will then ship your object to the address indicated by you or as included in your account. In some situations, you can or must pick up the object from the seller. Find out [more about delivery and pickup here](#).

- **Contact the seller**

After you've paid for the object, you can message the seller. This gives you the chance to ask questions about the object or shipping, or to arrange pickup. You can contact the seller from the order page. Find out more about contacting sellers and other users in [Article 16 of our General Terms](#).

- **Make sure your address is correct**

Make sure the address indicated by you or as included in your account is correct since the seller will ship your object to this address. It needs to be a physical address, not a PO box.

- **Pick up within 5 working days**

If you opted to pick up your object, you must arrange pickup within 5 working days of paying, unless you've agreed otherwise with the seller.

- **Late delivery or pickup**

If your object doesn't arrive on time or the seller doesn't make it available for pickup, you'll need to contact us and the seller to find a solution. The indicated delivery time is not a statutory limit, meaning that if your object does not arrive on or before that date the contract of sale will not be automatically cancelled.

You can only cancel a sale if you can't find a solution and you - or us on your behalf - have sent the seller a notice of default, with a reasonable time frame for them to ship or make the object available for pickup.

- **Resolving problems with shipping**

If there's a problem with shipping, you'll need to message the seller to find a solution. In some cases, we might support you and the seller to resolve the issue. Find out [more about resolving shipping and delivery issues here](#).

- **Sharing documentation**

To resolve shipping problems, the seller, the shipping company, or we might reach out to you to ask for documentation, photos, or other info. As this will help with investigating the problem, we expect you to cooperate and timely provide such info.

- **Possible outcomes**

If, after an investigation by the shipping company, the problem still can't be resolved, we'll decide on a solution. This could include cancelling the sale and refunding you or paying the seller.

Summary: Make sure your address is correct for shipping and reach out to us and the seller if there are issues. If you're picking up your object, arrange it within 5 working days of payment.

Unboxing

Article 5: Receiving your object

It's arrived! We hope you're happy with your special object. Take some time to carefully examine it before you find the perfect place for it.

- **Start by examining your object**

When you receive your object, you can examine it to establish its nature, characteristics, and functioning. This should be similar to how you might evaluate an object in a physical store.

- **Handle with care**

Most special objects sold at our online marketplace are delicate. While you're unpacking or examining your object, make sure to treat it with care. The same goes for any special packaging the object might arrive in.

If you want to withdraw from your purchase and the object is damaged in some way that reduces its value, you'll need to pay the seller for the damage. This excludes pre-existing damage or damage during shipping.

- **Seller guarantee of conformity**

As an EU or UK consumer, if you're purchasing from a professional seller, you may also benefit from a legal warranty provided by the seller with a minimum of 1 year for an object purchased on our online marketplace. Find out more in our [EU & UK Consumer Rights Policy](#).

- **Your feedback is valuable**

Your feedback helps both us and the seller to improve. So we encourage you to give feedback about your object, the seller, and our services. Find out more about reviewing the seller in our [Review Policy](#).

Summary: We encourage you to carefully check that your object is as described when it arrives and then, the most important part, enjoy!

Concerns and returns

Article 6: Concerns about your object

If you have any concerns after examining your object, we're here to help.

- **Contact us within 3 days**

If you have any concerns or the object isn't as described on the object page, contact us within 3 days of receiving your object.

After 3 days, our payment provider will release your payment to the seller. At this point, we'll still try to address your concern but likely won't be able to offer you a refund.

If you miss the 3-day deadline, we encourage you to reach out to the seller via our messaging system to find a solution or request a (partial) refund.

- **Investigating claims**

If the object is not as described by the seller, it's important that you provide us and the seller with detailed info to investigate your claim in a timely fashion. Find out more about [what to do if the object isn't as described here](#).

- **Finding a solution**

If the investigation shows that the object is not as described, you might be entitled to a variety of solutions. Depending on the circumstances, these can include repair, replacement, reduction of the purchase price or - as a last resort - cancelling the sale, in which case the seller might need to compensate your damages.

Some of these solutions are only available if you're a consumer buying from a professional seller.

Summary: If you have concerns about your object, contact us within 3 days of receiving it. We'll help investigate and find a solution. Solutions could include you being refunded or the seller being paid.

Article 7: Returning an object

If you have concerns about your object and aren't satisfied with the seller's or our solution, you sometimes have the option to cancel the sale and return the object. You would then be refunded the purchase price and, in most cases, the cost of shipping to you.

- **Right of withdrawal**

If you're an EU or UK citizen buying an object from a professional seller, you may be entitled to withdraw from your purchase within 14 days of receiving the object. Note that you will have to notify the seller and us within these 14 days and that certain exclusions apply. You will also be responsible for return shipping or transport of the object and the related costs. Find out more in our [EU & UK Consumer Rights Policy](#).

If you're buying from a private seller, the right of withdrawal does not apply. This means that if for some reason you're not happy with the object but the object is as described by the seller, you cannot cancel the sale unless the seller agrees on such cancellation. In these cases we will not refund you the Buyer Protection fee.

- **Object not as described**

If an object is not as described and you've sent the seller a notice of default with a reasonable deadline for them to repair or replace the object or provide another solution, but the seller can't or isn't willing to provide a solution, then in most cases you can cancel the sale and return the object to the seller. If the object is safely back with the seller and in the same conditions as you received it, we'll refund you the purchase price and Buyer Protection fee.

- **Return shipping**

In most cases, you'll need to cover the costs of return shipping to the seller. You'll also be responsible for making sure the object is adequately insured for return shipping or cover the costs of loss or damage yourself if you choose not to insure it.

We recommend packing the object carefully to avoid damage and, where possible, using the packaging the object arrived in. Also, do check if specific shipping requirements apply to your object.

Summary: All bids and uses of buy now are binding. But in some rare cases, you may be able to return the object, for example if it isn't as the seller described. If you return the object, you'll need to cover return shipping and, where applicable, insurance costs.

Buyer obligations

Article 8: Your obligations

As a buyer, you have certain obligations towards Catawiki and our sellers. These obligations help keep Catawiki fair for both buyers and sellers.

- **Pay for your object on time**

If you placed the highest bid, you must pay for the object (including any applicable costs) within 3 days. If you want to purchase an object through buy now, you'll need to pay for the object right away.

- **Pay the full amount**

If you've placed a bid reservation, which reserves a bid amount on your credit card, you'll need to pay the outstanding amount if you're the highest bidder.

If you don't pay the outstanding amount, you'll still need to pay the Buyer Protection fee. We'll only release the reservation on your credit card once you've paid the Buyer Protection fee and have contacted us to release your reservation.

If, despite our reminders, you don't pay, this can have severe consequences for you. You can find more info on this in [Article 9 of these Buyer Terms](#).

- **Don't file a chargeback**

If you pay but file for a chargeback even though the seller fulfilled their obligations, we may block your account, initiate legal proceedings against you and/or claim damages (more info in [Article 13 of our General Terms](#)). To prevent us having to take such actions, if there's an issue with your object please always reach out to us.

- **Pick up your object on time**

Make sure to pick up your object within the time frame you agree with the seller. If you don't, you may be liable for extra costs and damages, like storage costs. We may also cancel the sale on behalf of the seller and keep the Buyer Protection fee.

- **Only cancel for legitimate reasons**

If you've cancelled multiple orders, we can suspend your ability to bid. We can also suspend your account and invoke penalties. Sellers can also claim damages and any other rights they may have under a contract of sale. Find details in [Article 9 of these Buyer Terms](#).

- **Abide by our Terms**

It's important for you to comply with our Terms, including these Buyer Terms and our other guidelines and policies. If you don't, the measures we can take are mentioned in [Article 9 of these Buyer Terms](#).

- **Resale royalties**

If you've bought an original artwork, based on international copyright laws, a resale royalty may be due to the artist. These laws state that you'll need to cover the cost of the resale royalty, even if you're an art market professional.

If we or another party has paid the resale royalty to the artist or the artist's representative, you'll need to reimburse us or them upon first request. This reimbursement includes the full resale royalty and any related costs, expenses, levies, or taxes.

Summary: Make sure to fulfil your obligations to us and the seller. This includes paying for your object and only cancelling your order if there's a legitimate reason.

Article 9: Not fulfilling your obligations

If you do not fulfil your obligations towards us or our sellers, this directly impacts the trust and reliability of our online marketplace. It also has potential consequences for you that you should be aware of.

- **Consequences of not fulfilling your obligations**

If you don't fulfil your obligations towards us or a seller, we may suspend your bidding, your account, or your access to our services, cancel a sale, or take any of the other measures outlined in [Article 13 of our General Terms](#). In most of these cases you're automatically in default. If not, we will send you a notice of default.

If one or more of these measures are taken, we will in most cases inform you via email, stating the reason why a measure was taken.

- **We have the right to enforce payment due to damages**

Often your failure to fulfil your obligations will result in (financial) damages for us. We have the right to get compensation for this financial loss.

We can enforce your payment of any debt, damages, and penalties owed to or invoked by us out of court, for example by using a debt collection agency, or in court (usually the court of Amsterdam in the Netherlands).

In these cases, we can claim statutory interest from the date that you are in default and any (extra-)judicial collection costs.

- **Report fraud**

In cases where your actions can be classified as fraudulent, we may report you to (international) law enforcement agencies.

- **Consequences of not fulfilling your obligations towards our sellers**

If you don't fulfil your obligations towards a seller, we may take any of the measures outlined in [Article 13 of our General Terms](#).

The seller can also take their own measures on the basis of the contract of sale. This includes enforcing your payment obligation and claiming any damages caused by your failure to fulfil this obligation. To do this, the seller can use out-of-court solutions, like a debt collection agency, or in-court solutions.

In these cases, the seller can claim statutory interest from the date that you are in default under the contract of sale and any (extra-)judicial collection costs from you.

<p>Summary: Not fulfilling your obligations to us or the seller could result in us or the seller claiming damages, or taking other enforcement measures to collect payment, damages, and costs.</p>
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