

Contract of sale between buyers and sellers

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This contract of sale by and between buyer and seller forms an integral part of the contract of sale as defined below. In this template, the buyer and seller will each be referred to as a 'party', or 'parties' when referring to both buyer and seller.

By accessing or using Catawiki's online marketplace, you agree to be bound by these terms towards, where applicable, a buyer or a seller, when concluding a contract of sale.

We've written this contract of sale in plain language so it's easy to understand. But if there are any words or phrases you need more clarity on, you can find definitions in our [glossary](#).

Article 1: Contract of sale

- The contract of sale consists of this template contract, the object description and any additional terms imposed by or under Catawiki's [Terms of Use](#). A seller may also have their own additional terms or conditions. If these additional terms or conditions are uploaded or shared on the online marketplace, they also form part of the contract of sale. If there is any conflict between the seller's additional terms or conditions and this contract of sale or Catawiki's Terms of Use, the terms of this contract of sale and the Terms of Use will prevail.
- The contract of sale applies to the relationship between buyer and seller. Catawiki is not a party to the contract of sale.
- If the seller is a professional seller (as defined in Catawiki's [glossary](#)) and is subject to the provisions of the [EU & UK consumer rights policy](#), and the buyer is located in the EU or the UK, the buyer has the right to withdraw from the contract of sale within 14 days of receiving the object. The buyer can do so by contacting Catawiki's customer support or sending the model withdrawal form (see annex) to Catawiki and the seller.

If the seller is a private seller, these consumer rights, including the right of withdrawal and the legal warranty of conformity, do not apply. In that case, the object is sold 'as is'.

Article 2: Seller responsibilities

- The seller is responsible and liable for the conformity, quality, safety, lawfulness, provenance, and authenticity of the object and for the correctness, accuracy, and

completeness of the object description, including the photographs, videos, and any translation of the object description.

- The seller is responsible for ensuring the object complies with export control laws and regulations. The seller will obtain any export approvals and licenses required for the sale of the object and provide documentation evidencing compliance with such laws and regulations.
- The seller guarantees that they are not, by offering and selling the object, (i) violating any laws or regulations, (ii) infringing any third-party rights, or (iii) acting fraudulently and/or unlawfully towards the buyer or any third party.
- Within three (3) working days of the buyer paying and Catawiki confirming the payment, the seller will properly package and ship the object to the buyer in accordance with the [Seller Terms](#) and the object description, unless seller and buyer have agreed that the buyer will pick up the object. The seller is liable towards the buyer for any damage due to (faulty) shipping or loss of the object. If shipping costs are less than the amount indicated in the online auction, the seller will refund to the buyer any excess shipping costs the buyer has paid. If there is an issue with delivery of an object and the parties do not reach a solution, both parties are obligated to cooperate in an investigation by the shipping company.

Article 3: Buyer responsibilities

- The buyer is bound by the bid or use of buy now by which the buyer entered into the contract of sale.
- Within three (3) days of the end of the online auction, or immediately when using buy now, the buyer will pay the purchase price and shipping costs (if any) to the seller, via Catawiki's payment service provider and in accordance with the [Buyer Terms](#). The buyer must ensure that the seller receives the full purchase price and shipping costs (if any). The buyer is responsible and liable for any costs (such as payment costs), taxes (such as withholding taxes), duties, and levies related to these payments. The specified payment period will never be regarded as a binding or strict deadline (*'fatale termijn'*). This means a notice of default (*'ingebrekestelling'*) is required before the seller can dissolve (*'ontbinden'*) the contract of sale due to the buyer's failure to pay.
- The buyer is responsible to pay, where applicable, any additional import costs (e.g. VAT, import levies) and to check if there is any specific rule or restriction applicable to the import of the object into their country.
- A signature of receipt and/or a track & trace delivery confirmation at the delivery location is considered adequate proof that the buyer has received the object. If the object needs to be picked up, the buyer will (arrange to) pick up the object within five (5) working days of the purchase, unless agreed otherwise with the seller. The specified pickup time will

never be regarded as a binding or strict deadline (*'fatale termijn'*). This means a notice of default (*'ingebrekestelling'*) is required before the seller can dissolve (*'ontbinden'*) the contract of sale, due to the buyer's failure to pick up the object.

Article 4: Disputes

- If any dispute arises between the buyer and the seller regarding the contract of sale, the parties will act in good faith to resolve the issue between themselves. Catawiki may use reasonable efforts to provide a solution for the buyer and seller. If this happens, both parties will give their reasonable cooperation. If these efforts don't lead to a satisfactory conclusion, both parties acknowledge and accept that Catawiki may decide to either cancel the sale and refund the buyer or pay the seller.

Article 5: Catawiki's rights under the contract of sale

- Catawiki may, if instructed by a party, send formal notices on behalf of such party to the other party. This can include, for example, a notice of default (*'ingebrekestelling'*), a notice of dissolution (*'ontbindingsverklaring'*) or the exercise of a right of withdrawal.
- In exceptional circumstances, including but not limited to situations of (suspected) fraud or illegal activity, errors or outages impacting Catawiki's online marketplace, or situations in which there is a risk of serious adverse consequences for Catawiki or any users, Catawiki has the right to cancel a sale without any (notice of) default or other condition or formality being required. The parties irrevocably agree that Catawiki has this (third-party) right under the contract of sale and that this right can be invoked against them. In addition, each of the parties grants Catawiki an irrevocable power of attorney to invoke this right on behalf of the relevant party.

Article 6: General terms

- The contract of sale is exclusively governed by Dutch law, regardless of any conflict of law principles and to the exclusion of the [Vienna convention of the international sale of goods](#). However, parties acknowledge that overriding mandatory (consumer protection) laws may result in laws other than Dutch law being applicable to the contract of sale.
- If there is conflicting information between the English version of this template contract of sale and another language version, the English version prevails. Any (legal) terms and concepts used in the template contract of sale will, however, be interpreted according to Dutch law.

Annex

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Model withdrawal form

To [here the trader's name, geographical address and email address are to be inserted by the trader]:

I/We (^{*1}) hereby give notice that I/We (*1) withdraw from my/our (*1) contract of sale of the following goods (*1) /for the provision of the following service (*1) ,

—

Ordered on (*1) /received on (*1) ,

—

Name of consumer(s),

—

Address of consumer(s),

—

Signature of consumer(s) (only if this form is notified on paper),

—

Date