

# General Terms and Conditions of Use of Dome Auctions France

## A. General

### 1. Scope

- 1.1. These General Terms and Conditions of Use (hereinafter: **"Terms of Use"**) of Dome Auctions France SAS, registered under the trade and commerce register of Paris, France under the number 990 657 546, having its registered office at 72 rue du Faubourg Saint Honoré, 75008 Paris, email: info@dome-auctions.com, phone number: +31(0)20 808 2880, VAT number: FR29990657546 (hereinafter: **"Dome"**), govern the contractual relationship between Dome and all the users of the services provided by Dome (hereinafter: **"User(s)"**).
- 1.2. By ticking the relevant box, Users agree to be bound by these Terms of Use whenever they browse, bid, buy and sell on or through the website or online platform of Dome (hereinafter: the **"Platform"**).
- 1.3. **"Buyer"** means the legal entity (or natural person) who uses Dome's services, uses its website and/or participates in auctions as a buyer. **"Seller"** means the legal entity (or natural person) who uses Dome's services, uses its website and/or participates in auctions as a seller.
- 1.4. Anyone who uses Dome's Platform on behalf of a legal entity confirms by using the Platform that they are allowed to act on its behalf and that no permission is required from any legal entity, corporate body and/or person.
- 1.5. These Terms of Use shall also apply to the legal relationship between a Seller and Buyer if a sales contract has been mediated between these parties by means of services provided by Dome, including in cases where such facilitation did not take place via the Platform.
- 1.6. The applicability of any general terms and conditions of a User is hereby expressly rejected in full.
- 1.7. These Terms of Use are drafted in several languages. In the event of any contradiction or difference of interpretation, the French version shall prevail.
- 1.8. Specific auction terms and conditions (hereinafter: **"Specific Auction Terms and Conditions"**) can be made available for each specific auction on the Platform. In the event of deviations between the Terms of Use and the Specific Auction Terms and Conditions, the Specific Auction Terms and Conditions accepted will prevail.

### 2. Services of Dome

- 2.1. Dome operates a Platform through which the sale of items (one or more items or goods that are brokered for sale individually or collectively under a lot number in

an online auction, hereinafter: "**Lot(s)**") are auctioned and/or sold on behalf and at the risk of a Seller. Dome acts as an intermediary agent for a Seller and mediates or promotes the conclusion of a sales contract for one or more Lots between a Seller and a Buyer (hereinafter: "**Sales Contract**"). In addition, Dome can mediate between a Seller and a Buyer in the event of complaints and may also carry out other activities in the interest of the Sellers and/or Buyers of Lots.

### **3. Sales Contract between Buyer and Seller**

- 3.1. A Sales Contract is concluded only between the Buyer and the Seller. Dome shall never become a party to a Sales Contract and/or the owner of brokered Lots. The Seller and the Buyer are mutually obliged to each other to fulfill the obligations arising from a Sales Contract, including payment of the purchase price (hereinafter: "**Purchase Price**") by the Buyer and delivery of the Lots by the Seller. Dome can be commissioned by a Seller to collect the Purchase Price from the brokered Sales Contracts. In this respect Dome acts exclusively in the name and for the account of the Seller.
- 3.2. If and when a Sales Contract is concluded between the Buyer and the Seller, the Buyer shall owe Dome a commission of 19% of the Purchase Price, which shall be payable in addition to the Purchase Price. Any commission payable by the Seller to Dome shall be proved for in a separate agreement to be entered into between the Seller and Dome.

## **B. Terms of Use**

### **4. Principles for the use of Dome's services or online auction platform**

- 4.1. The use of the Platform and the registration of a user account is permitted by (i) legal entities and (ii) natural persons aged 18 or older. Users must provide complete, updated and truthful information about their identity, address and all other requested information when registering. Any changes to personal or business information must be promptly updated in the Account.
- 4.2. Dome reserves the right, five (5) days after receiving a notice which remains without effect or immediately upon notice in case of repeated breaches or a serious breach, to refuse registration or to (temporarily) deny access to the Platform or a specific auction in the event of a breach of these Terms of Use, Specific Auction Terms and Conditions, technical disruptions that may compromise the fairness or transparency of the bidding process, in case of misrepresentation, abuse or violations of the applicable law, any applicable sanctions legislation/regulation, international sanctions laws or anti-money laundering regulations. Dome shall be entitled to refuse the User registration, access to the Platform, or participation in specific auctions for legitimate reasons.
- 4.3. The User represents and warrants that it is not listed on any sanctions lists and is not in breach with any criminal laws, including anti-money laundering regulations.

- 4.4. In the event of suspension or termination of a User's account, Dome shall provide the User with a statement of reasons for such action. The User shall be granted the opportunity to submit a rebuttal or request reinstatement. In case of termination of the account, a notice period of at least 30 days shall apply, unless the User has acted in violation of applicable law, Dome is required under applicable law to deny the User access, or in the event of repeated violations of these Terms of Use.
- 4.5. Dome may refuse an Users request to delete their account if certain (payment or delivery) obligations still need to be fulfilled.
- 4.6. By registering, the User accepts these Terms of Use as binding, which apply to any use of the Platform. After successful registration, the User will receive a confirmation e-mail activating their account.
- 4.7. By accepting these Terms of Use, the User agrees to behave fairly and responsibly on the Platform and to refrain from any technical or fraudulent manipulation. In particular, the following activities are prohibited:
- To have multiple accounts to circumvent rules or artificially influence auctions.
  - Providing false information about identity, creditworthiness or bidding behavior.
  - Influencing auctions through collusion.
  - Damaging the Platform or other Users due to unlawful acts.
- 4.8. The User is fully responsible for all actions taken with their account. Username and password must be treated strictly confidential and may not be passed on to third parties. If there is a suspicion that unauthorized persons have access to the account, Dome must be informed by User immediately.
- 4.9. The User's access to and use of the Platform is also subject to Dome's Privacy Policy, the terms of which can be found directly on [Link]. The Privacy Policy is provided for information only.
- 4.10. All content on the Platform, including texts, images and software, is protected by intellectual property right (including copyright). Without express prior written permission of Dome, it is prohibited to reproduce, distribute or make accessible by technical means, such as deeplinking, or scraping any content of the Platform or parts thereof. Dome reserves the right to take legal action and claim damages in the event of any infringement.
- 4.11. Dome reserves the right to restrict or temporarily suspend access to the Platform or individual features at any time after notifying Users where applicable. This may be, among other reasons, necessary for maintenance work, updates, technical adjustments or improvements or if required by law or in cases of force majeure.

## 5. **Prohibited content**

5.1. Users are prohibited from providing or displaying the below on the Platform:

- False information about identity, creditworthiness or bidding behaviour.
- Any information or content that is unlawful, harmful, threatening, obscene, violent, defamatory, libelous, racist, sexist, homophobic invasive of another's privacy, right of publicity, or other proprietary rights;
- Any information or content that is deceptive or misleading;
- Dual-use items.

## 6. **Recommender systems**

This section explains how Dome chooses and ranks content on the Platform. It also explains how Users can change what they see.

6.1. Home page

“Our auctions”: The auctions closing first are displayed in this section.

“Our recommendations”: The auctions displayed in this section are selected by Dome to highlight auctions likely to be of broad interest (for example, newly listed auctions). This selection is editorial and not personalised.

6.2. “All auctions” page

Default sort: All auctions are by default sorted by “**Closing first**”, which shows the soonest auctions at the top and the latest closing auctions at the bottom.

User choices: Users may influence the auctions that are visible to them by using the sorting feature and sort the auctions by “**Closing last**”, which shows the latest closing auctions at the top and the soonest closing auctions at the bottom.

Users can also refine the auctions that are visible to them by filtering the auctions based on:

- Country;
- Category.

6.3. Within a specific auction page

Highlighted Lots: Some Lots are highlighted by Dome, likely to be of broad interest. This selection is editorial and not personalised.

Default sort: All the Lots of this auction are sorted by “**Lot number (ascending)**”, which sorts Lots by their lot number from lowest to highest.

User choices: Users may influence the Lots that are visible to them by using the sorting feature and sort the search results in a specific order:

- **Closing first** sorts Lots by auction closing time. The Lots from the soonest closing auction are at the top and the Lots from the latest closing auction are at the bottom.

- **Closing last** sorts Lots by auction closing time. The Lots from the latest closing auction are at the top and the Lots from the soonest closing auction are at the bottom.
- **Lowest price** sorts Lots based on price. The lowest price Lots are at the top and the highest price Lots are at the bottom.
- **Highest price** sorts Lots based on price. The highest price Lots are at the top and the lowest price Lots are at the bottom.
- **Fewest bids** sorts Lots based on the number of bids. The Lots with the fewest number of bids are at the top and the Lots with the most bids are at the bottom.
- **Most bids** sorts Lots based on the number of bids. The Lots with the most bids are at the top and the Lots with the fewest bids are at the bottom.
- **No bids** shows Lots with zero bids.
- **Lot number (ascending)** sorts Lots by their lot number from lowest to highest.
- **Lot number (descending)** sorts Lots by their lot number from highest to lowest.

Regardless of the sorting option selected, Users can also refine the Lots that are visible to them by filtering the Lots based on:

- **Category.**
- **Combination**, which shows only combination lots i.e., multiple related items grouped together and offered for sale as a single lot.
- **Brand.**

#### 6.4. Lot pages

Related Lots: Dome shows relevant Lots at the bottom of each Lot page, that can be of interest for Users. This selection is editorial and not personalised.

#### 6.5. Category and subcategory pages

Default sort: In each category and subcategory, lots are by default sorted by “**Closing first**” (as described above).

User choices: Regardless of the sorting option selected, Users can also refine the Lots that are visible to them by filtering the Lots based on:

- Country;
- Subcategory;
- Brand.

#### 6.6. Search results

Default sort: When searching for Lots on the Platform, Lots are by default sorted by “**Relevance**”, which sorts Lots by how closely they match Users search terms.

User choices: Users can change the sort to “Relevance”, “Closing first”, “Closing last”, “Lowest price”, “Highest price”, “Fewest bids”, “Most bids”, “No bids”, “Lot

number (ascending)", or "Lot number (descending)". These options work as described above.

Regardless of the sorting option selected, Users can also refine the Lots that are visible to them by filtering the Lots based on:

- **Country;**
- **Category;**
- **Brand.**

## **C. Auction**

### ***7. Conditions of participation***

7.1. Participation in an auction is only permitted for legal or natural persons who are of legal age and have full legal capacity. Persons who are under comprehensive guardianship or who do not have legal capacity for other reasons are excluded from participation.

Participation may be subject to certain conditions, such as registration or payment of a fee.

7.2. On request, the User must prove his creditworthiness. If this proof is not provided, Dome may exclude the User from the auction.

7.3. The User is obligated to comply with all the applicable laws regarding anti-money laundering and counter-terrorism financing and at first request to provide related disclosures to Dome. Prior to submitting a bid for a Lot, the User must verify whether the Lot is subject to export restrictions under applicable dual-use regulations and ensure compliance with such regulations.

7.4. If required by law, auctions shall be conducted with the involvement of a civil-law notary or bailiff.

### ***8. Subject matter of auction and description of the Lots***

8.1. The following obligation applies to a Seller. The Seller is obliged to describe the Lots accurately and truthfully. This description must contain all relevant information that may be of importance to the (potential) Buyer, such as dimensions, model, condition, material, brand, origin. When providing images, the Seller must ensure that they are a true representation of the Lots. The Seller guarantees that the information and images provided are accurate, complete and not misleading.

8.2. The following applies to a Buyer. Dome shall, to the best of its knowledge and ability, display on the Platform the information it receives from the Seller. However, Dome does not guarantee the accuracy or completeness of the information. The description is based on information provided by the Seller or third parties that cannot be verified by Dome. Incorrect or inaccurate information

can be corrected before an auction without this giving rise to any rights for the Buyer. Samples, models or examples are for guidance only. The actual characteristics of the Lots may differ from this.

- 8.3. Pipelines, cables or other installations in connection with a Lot are only part of the auction subject if this is expressly stipulated in the Specific Auction Terms and Conditions that Users must accept.
- 8.4. Dome is free to organize the auction and may, in particular, also provide for minimum prices or other special conditions in relation to individual Lots.

## **9. Examination of the Lots**

- 9.1. An inspection appointment is offered by Dome or the Seller, this will be published on the Platform. The User then has opportunity to check the Lot before submitting an offer.
- 9.2. The Lots are usually second-hand goods and will be sold in the condition they are at the time of auction, 'as is, where is', The Buyer is responsible for verifying the condition and suitability of the Lot(s) before bidding and is under the obligation to conduct a proper investigation with respect to the Lot. If the Buyer requires specific characteristics, features or qualities of the Lots which are not clearly evident from the Lot descriptions provided, it is the sole responsibility of the Buyer to conduct its own investigation to verify the existence of such characteristics, features or qualities prior to bidding.

## **10. Auction procedure**

- 10.1. The duration and other specifications of an auction are indicated on the Platform. Dome reserves the right to modify/correct, extend, prematurely end or cancel auctions, in the event of:
- technical malfunctions or system errors;
  - known incorrect information regarding the Lot(s) or the auction;
  - if it appears that the action/sale violates applicable laws or regulations, including sanction law or anti-money laundering legislation;
  - fraud, abuse of the Platform, violation of these Terms of Use, or manipulative or collusive bidding behavior by Users;
  - all cases in which a User may be denied access to the Platform or to a specific auction, as set out in article 4.2.;
  - at the request of the Seller, due to the Lot(s) no longer being (fully) available, provided Dome agrees;
  - in cases of force majeure or changed circumstances that reasonably prevent Dome from continuing the auction.
- 10.2. Users are obliged to follow instructions given by Dome in connection with an auction or its settlement.
- 10.3. Dome may require collateral or advance payment prior to or during the auction as a condition for accepting an offer or entering into a Sales Contract.

## **11. Offer**

- 11.1. The User can submit an offer for a Lot on the Platform. Each offer is binding, irrevocable and unconditional and thus constitutes a binding offer to purchase the Lot by the Buyer to the Seller. However, a Sales Contract will only be concluded between the Buyer and Seller if and when the Seller accepts the offer (knockdown) in accordance with article 10.
- 11.2. Offers must be submitted in accordance with the specifications provided on the Platform. The auction can be conducted in the form of a static offer or an automated offer. In the case of automated offers, the system increases the User's offer by the smallest possible amount, provided that a third party submits a higher offer and the maximum offer set by the User is not exceeded. An automated offer can only be cancelled by submitting a static offer in the amount of the current maximum offer.
- 11.3. If a Lot is offered for auction together with other Lots as a combination, this will be indicated on the detail page of the respective Lot. In this case, offers are possible for the individual Lots as well as for the entire combination Lot. The allocation and acceptance of an offer for the combination Lot will only take place if and when the highest offer for the combination Lot exceeds the total amount of the highest individual offers by the percentage as stated on the detail page.
- 11.4. A Seller is prohibited from bidding on his own Lots. This applies to all auctions conducted by Dome.

## **12. Acceptance (knockdown) and conclusion of the Sales Contract**

- 12.1. A Sales Contract is concluded between the Seller and the Buyer by acceptance of a bid by the Seller (knockdown). The acceptance (knockdown) will be effected by the Seller or through mediation by Dome by a corresponding act of Seller or Dome.
- 12.2. Within 48 hours after the auction closing, the Buyer will receive a confirmation e-mail on behalf of the Seller. This notice informs the Buyer that his offer has been accepted and the Purchase Price is due. If the Buyer does not receive confirmation within the specified period, his offer has not been accepted. The Seller, or Dome on behalf of the Seller, may also award an offer under conditions precedent or resolute. This condition or resolute shall be communicated in advance via the Specific Auction Terms and Conditions accepted by the Buyer.
- 12.3. If the Seller is a bankruptcy office, an insolvency administrator or an authorized representative of bankruptcy, insolvency or restructuring proceedings, the purchase is made under the condition that any necessary approval, e.g. from the competent (bankruptcy) office, is not refused.

- 12.4. Each User who submits an offer is considered a bidder for himself and is personally obliged to fulfill the obligations resulting from the Sales Contract.
- 12.5. The Sales Contract includes the Purchase Price determined by the offer.

### ***13. Payment and processing***

- 13.1. After the conclusion of the Sales Contract, the Buyer will receive an invoice or request for payment and is obliged to pay it within 48 hours of receipt of this notification. Time is of the essence with regard to this payment obligation. If Dome has been commissioned by the Seller to collect the Purchase Price, Dome will issue an invoice. By doing so, Dome acts exclusively in the name and for the account of the Seller.
- 13.2. The invoice amount regarding the Lot is made up of the agreed Purchase Price, a commission from Dome and VAT. In exceptional cases, necessary dismantling costs for Dome may also be charged. Such costs will be communicated on the Platform and are included in the Purchase Price.
- 13.3. All Purchase Prices are exclusive VAT, import duties, levies, government-imposed charges, notarial or financing costs, administrative fees or any other additional costs, unless explicitly stated otherwise. These costs must be paid additionally by the Buyer. If Dome or the Seller is obliged to make these payments on behalf of the Buyer, they will be invoiced separately to the Buyer.
- 13.4. Payment must be made in Euros.
- 13.5. The Buyer is obliged to provide appropriate security for the fulfilment of his payment obligation upon first request.
- 13.6. When the Buyer acts for purposes in scope of a profession, business or trade, in the event that the Buyer fails to pay the Purchase Price within the agreed term (48 hours), the Buyer shall be deemed to be in default without further notice of default being required. Buyer will be liable to pay, from the due date until payment in full, late interests of the sum of the unpaid Purchase Price, with the late interest being equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points. In addition, pursuant to Article D. 441-5 of the French Commercial Code, in the event of late payment, the Buyer will automatically owe the Seller a fixed indemnity for recovery costs of 40 euros. Where the recovery costs incurred exceed the amount of this fixed indemnity, Buyer shall reimburse Seller for all additional costs incurred in collecting any late payments or interest due thereon, including without limitation, legal fees, subject to justification.
- 13.7. The Buyer waives the right to suspend his payment obligation or to offset it against any counterclaims.

## **14. Collection, handover and transfer of ownership**

- 14.1. Provided that the Buyer has fulfilled all payment obligations, he may collect the auctioned Lots at the specified place and time upon presentation of a valid proof of identification or a corresponding power of attorney, if collected by a third party. The collection must take place no later than the date specified by Dome or Seller. In certain cases, it can be specified that some Lots can only be picked up after other Lots have been collected.
- 14.2. The Buyer is responsible for the timely and correct collection of the Lots. The organization and coordination of the collection time is the responsibility of Dome and/or the Seller and their instructions must be followed.
- 14.3. The Buyer or a third party commissioned by him is obliged to inspect the Lots in detail upon acceptance and to report any reserve immediately in writing. If no timely notification is made, the Lots are deemed to have been accepted in the actual condition.
- 14.4. If the Buyer refuses to accept or fails to provide the necessary information or instructions for collection, Dome and/or Seller may store the Lots at Buyer's expense and risk and charge Buyer for the costs incurred. Later collection requires the payment of storage, administration and insurance costs.
- 14.5. The Buyer is responsible for complying with all regulations and legal provisions in connection with an export of the Lots. This includes, in particular, tax and customs regulations as well as obtaining the necessary permits (such as for dual-use products). In transport and customs documents, the Seller and the Buyer must be identified as the sender and recipient respectively.
- 14.6. The transfer of ownership takes place upon receipt of the Purchase Price by Dome or the Seller, unless otherwise agreed in writing. The transfer of benefit and risk takes place upon the date the Lots are made available for collection. After the transfer of benefit and risk, all risk, including – but not limited to – damage caused by external factors, dismantling by the Buyer or transport by or on behalf of the Buyer, shall be at the expense and risk of the Buyer. Insurance of the Lots is therefore the responsibility of the Buyer from the moment of transfer of benefit and risk.
- 14.7. If disassembly is required for collection and nothing else has been specified, this is the Buyer's responsibility. Without the express written consent of Dome and/or Seller, Buyer may not remove components that are not part of the purchased Lots.
- 14.8. The use of Buyers own transport or tools, including forklifts, is only permitted with the express permission of Dome and/or the Seller. The Buyer is responsible for the safe use of such tools and compliance with the relevant legal regulations and standards.

- 14.9. If a Lot cannot be handed over due to third-party rights or for other significant reasons the Seller is entitled to terminate the Sales Contract. In this case, the Buyer will receive a refund of the payments already made without the right to claim damage.
- 14.10. In case of an auction of Lots from bankruptcy or similar proceedings, the delivery may depend on actions of authorities or third parties, e.g. in connection with access to the Lots. Any delays caused by this are not the responsibility of Dome or the Seller and there is no liability for a delayed handover.
- 14.11. If an uncollected Lot obstructs the collection of other Lots, the Buyer must remove it immediately upon request. Otherwise, Dome may arrange for storage or collection by third parties at the Buyer's expense and risk.
- 14.12. The disposal of waste caused by the Buyer at the collection location is the responsibility of the Buyer, unless otherwise expressly agreed with Dome and/or the Seller.
- 14.13. By way of derogation from the preceding provisions, delivery may be made to the Buyer's address, provided that this has been agreed in writing in advance.
- 14.14. The Seller is entitled to hand over the purchased Lots in several partial deliveries.
- 14.15. Personal or business data of the Seller or third parties is not part of the Sales Contract. Unauthorized use or disclosure of this data is prohibited.

## **15. Liability**

### **Liability of Dome towards User**

Dome shall not be liable for any direct or indirect damages arising from using the Platform. In no event shall Dome be liable for any damages arising from (including but not limited to) the following circumstances:

- damage resulting from incorrect or irrelevant information provided by a User;
- damage resulting from the non-performance of the Sales Contract by either the Buyer or the Seller;
- damage resulting from use of the Platform or technical malfunctions affecting the Platform, in particular by software or hardware errors, viruses or unauthorized access;
- any consequences arising from the temporary unavailability of the Platform for placing an offer;
- damage arising from the (temporary) inability to access or use the Platform or participate in auctions;
- damages resulting from references or links or promotional material to external websites or for external parties;
- damages resulting from modifying, extend, prematurely end or cancelling an auctions as stipulated in article 8.1.

- any other damage caused to third parties by the User or by using the account of User.

- 15.1. Users of the Platform expressly indemnify Dome against any and all third-party claims, of whatever nature, that arises from their use of the Platform, their conduct during the auction or any breach of the Sales Contract.
- 15.2. Any liability for indirect damages is excluded, in particular for loss of profit, business interruption or loss of value of the auctioned Lot(s).
- 15.3. The exclusion of liability shall not apply in the event that such damage is the direct result of willful misconduct or gross negligence on the part of Dome.
- 15.4. Dome shall only be liable for direct damages actually suffered by a User as a result of a demonstrable and attributable failure by Dome to fulfil its obligations. Such liability shall in any case be limited to the amount paid out under Domes liability insurance. If there is no insurance cover, the total liability towards a User and/or other parties is limited to a maximum of EUR 5,000.

#### Liability of Seller (or Dome) towards Buyer

- 15.5. In no event Dome or the Seller shall be liable for any damages arising from (including but not limited to) the following circumstances:
- damage arising from the inability to transfer ownership of the Lot(s) to Buyer;
  - damages resulting from entering a viewing site regarding the Lot(s);
  - any indirect damages, in particular for loss of profit, business interruption or loss of value of the auctioned Lot(s).
- 15.6. The Lot(s) will be sold in the condition they are at the time of auction, 'as is, where is', without any warranty. Neither Dome nor the Seller makes any warranties or representations – express or implied – regarding the Lots and shall therefore not be held liable, including but not limited to:
- the presence of visible or latent defects;
  - completeness or accuracy of any documentation;
  - (serial) numbering or identifiers;
  - functionality, operability, usability or merchantability;
  - compliance with legal or regulatory requirements by the purchased Lot;
  - the existence of third parties right or
  - the possibility of transfer to third parties.
- 15.7. Defects of any kind or unfulfilled expectations of the Buyer or third parties do not entitle the Buyer to compensation, termination of the Sales Contract or set-off, unless mandatory statutory provisions provide otherwise.
- 15.8. The exclusion of liability shall not apply in the event that such damage is the direct result of willful misconduct or gross negligence on the part of Seller or Dome.

- 15.9. Seller shall only be liable for direct damages actually suffered by a Buyer as a result of a demonstrable and attributable failure by Seller to fulfill its obligations. Such liability shall in any case be limited to the amount paid out under Sellers liability insurance. If there is no insurance cover, the total liability towards a Buyer and/or other parties is limited to a maximum of EUR 5,000.
- 15.10. If a third party asserts a claim to a Lot based on ownership rights or other legitimate grounds, the Buyer shall hold the Lot on behalf of such third party and, upon Dome's first request, either surrender it to the entitled party or reach an alternative agreement with them. If the Buyer returns the Lot intact, the Purchase Price paid will be refunded to the Buyer and the Sales Contract is deemed to be minated. Dome and/or the Seller are not obliged to pay any damages in this case.

## **16. Termination of the Sales Contract and sanctions**

In the event of one of the following situations, the Seller is entitled to dissolve or terminate the Sales Contract with immediate effect, by means of a written declaration to the Buyer, without being obliged to pay compensation:

The Buyer fails to perform a contractual obligation, including but not limited to:

- failure to pay the Purchase Price on time, incomplete or in the right currency;
- failure to collect the Lot in time or in accordance with applicable laws and regulations, including applicable safety requirements;
- failure to provide the information or documentation necessary for the purchase;
- failure to provide adequate security that the Buyer is able to meet the obligations set out above or any other (contractual) obligations upon several requests;
- in the event of force majeure. Force majeure includes but is not limited to, fire, theft, natural disasters, strikes, wars, pandemics or governmental measures.

In the event of termination of the Sales Contract in accordance with the above provisions, ownership of the Lot(s) shall revert to the Seller, and the Seller shall refund the Purchase Price to the Buyer, if the price was already received by the Seller. If the termination of the Sales Contract is attributable to an act or omission of the Buyer the following shall apply: the Buyer remains obliged to pay the commission to Dome. The Buyer shall owe the Seller a lump sum compensation of 25% of the Purchase Price to cover administrative, storage, insurance and transport costs as well as other expenses incurred by Dome and/or the Seller in connection with the rescission. The Seller and/or Dome also reserve the right to claim for further damages.

## **17. Complaints and dispute resolution**

- 17.1. Dome is committed to the fair and transparent execution of all auctions and contractual sales processes. If a User, Buyer or Seller, is not satisfied with a transaction or service provided by Dome, a structured complaints procedure is available to them.
- 17.2. Complaints must be submitted in writing by e-mail to [[info@dome-auctions.com](mailto:info@dome-auctions.com)] or via the contact form provided on the Platform in the Contact section. The

complaint must contain the relevant information, in particular: - the name of the complainant; - the transaction or Lot number in question; - a detailed description of the ground of complaint; - relevant evidence or documents (e.g. correspondence, pictures, proof of payment – any information regarding Dome discussed decision to restrict visibility or access to a User content, or to remove it, or to terminate or suspend a User account.).

17.3. Dome will acknowledge receipt of the complaint within 5 working days.

17.4. The review is carried out by an internal complaint management team, which may request additional information from the complainant.

17.5. Within 30 days of receipt of the complete complaint, Dome will communicate a decision. If a longer processing time is required, the complainant will be informed accordingly.

17.6. Possible results of complaint handling are: Clarification and rectification of the problem; Dismissal of the complaint with a statement of reasons; Proposal of an alternative resolution (e.g. refund, partial refund, replacement).  
If the parties are unable to reach an amicable solution, they may agree to submit the dispute to an independent dispute resolution body or to (binding) mediation, provided both parties consent.

## **D. Place of jurisdiction / Applicable law**

### **18. Venue**

The place of jurisdiction for all disputes, claims or other matters between a User and Dome shall be submitted exclusively to the competent court in Paris, France.

### **19. Applicable law**

All contractual relationships between a User and Dome are subject to French law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

## **E. Final provisions**

### **20. Severability clause**

If any provision of these Terms of Use is invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected as long as the void provision does not qualify as a core provision. Users and Dome undertake to consult each other in order to replace the invalid or unenforceable provision by a provision that comes as close as possible to its meaning and purpose.

### **21. Adaptations of the Terms of Use**

If Dome amends these Terms of Use, Dome will notify Users and give Users the opportunity to read the new terms before such changes take effect, unless an update needs to be implemented quickly to reflect a sudden change to the Platform, or for security, legal or regulatory reasons (in which case Dome will notify Users of the changes as soon as Dome can). If Users do not agree with the changes, Users must terminate their contract with Dome before the changes come into force, otherwise the changes will be deemed accepted.

## **22. *Deviations***

Deviations from these Terms of Use or Specific Auction Terms and Conditions shall only be valid if confirmed in writing by an authorized representative of Dome.

*Last update: 02.04.2025*