

General Terms of Sale and Use of Dome Auctions Belgium BV

A. General

1. Scope of application

1.1. These General Terms of Use (hereinafter: the “Terms of Use”) of Dome Auctions Belgium BV, Esplanade 1 PB 48, 1020 Brussels, Brussels Register of Legal Entities, enterprise number 1.027.386.980 (hereinafter: “Dome”), apply to the contractual relationship between Dome and all users of the services offered by Dome (hereinafter: “User(s)”). These Terms of Use apply to and are binding on Users who browse, bid, buy and sell on or through Dome’s website or online platform (hereinafter: the “Platform”). These Terms of Use also apply to all other sales transactions concluded through the mediation of Dome.

“Buyer” means the legal entity (or natural person) that uses Dome’s services, uses its website and/or participates in auctions as buyer. “Seller” means the legal entity (or natural person) that uses Dome’s services, uses its website and/or participates in auctions as seller.

1.2. Anyone who uses Dome’s services on behalf of a legal entity confirms, by using the Platform, that he or she is authorised to act on behalf of that legal entity and that no consent of any legal entity, entity with legal personality and/or person is required for this purpose.

1.3. These Terms of Use also apply to the legal relationship between a Seller and a Buyer if a sales agreement has been concluded between these parties through the mediation of Dome, even if such mediation did not take place via the Platform.

1.4. The applicability of any general terms and conditions of a User is hereby expressly and entirely rejected.

1.5. These Terms of Use have been drafted in several languages. In the event of contradictions or differences in interpretation, only the Dutch version shall be binding.

1.6. For each specific auction on the Platform, specific auction terms and conditions (hereinafter: “Specific Auction Terms”) may be made available. In the event of discrepancies between the Terms of Use and the Specific Auction Terms, the Specific Auction Terms shall prevail.

2. Services of Dome

2.1. Dome operates a Platform on which articles (one or more articles or goods offered separately or jointly under a lot number in an online auction, hereinafter: “Lot(s)”) are auctioned and/or sold on behalf of and at the risk of a Seller. Dome acts as intermediary for a Seller and mediates or facilitates the conclusion of a sales agreement for one or more Lot(s) between a Seller and a Buyer (hereinafter: “Sales Agreement”). In addition, Dome may mediate between a Seller and a Buyer in the event of complaints and may also perform other activities in the interest of the Sellers and/or Buyers of Lot(s).

3. Sales Agreement between Buyer and Seller

3.1. A Sales Agreement is concluded exclusively between the Buyer and the Seller. Dome shall never become a party to a Sales Agreement and/or owner of the mediated Lot(s). The Seller and the Buyer are obliged towards each other to perform the obligations arising from a Sales Agreement, including payment of the purchase price (hereinafter: “Purchase Price”) by the Buyer and delivery of the Lot(s) by the Seller. Dome may be instructed by a Seller to collect the Purchase Price under mediated Sales Agreements. In this respect, Dome acts exclusively in the name and for the account of the Seller.

3.2. If and when a Sales Agreement is concluded between the Buyer and the Seller, the Buyer shall owe Dome a commission of 19% of the Purchase Price, payable in addition to the Purchase Price. Any commission owed by the Seller to Dome shall be set out in a separate agreement between the Seller and Dome.

B. Terms of Use

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

4.1. Use of the Platform and registration of a user account are reserved for legal entities. However, natural persons aged 18 or older may also use the Platform and register a user account. Users must provide complete, current and truthful information about their identity, address and all other requested information upon registration. Changes to personal or company details must be updated immediately in the Account.

4.2. Dome reserves the right to refuse registration or to deny access, temporarily or otherwise, to the Platform or to a specific auction in the event of a suspected or actual breach of these Terms of Use, the Specific Auction Terms, technical failures that could jeopardise the fairness or transparency of the bidding process, suspected deception, misuse or suspected breaches of applicable law, any applicable sanctions legislation/regulations, international sanctions legislation or anti-money-laundering regulations and/or on the basis of Dome's know-your-customer policy. Dome also has the right to refuse a User's registration, access to the Platform or participation in specific auctions where there are objective grounds to suspect that the User may not be able to fulfil the obligations under the Sales Agreement, and Dome has attempted to verify this with the User but has not received confirmation that the User can fulfil those obligations.

4.3. The User represents and warrants that he or she is not included on sanctions lists and has not committed any criminal offences, including offences under anti-money-laundering regulations.

4.4. In the event of suspension or termination of a user account, Dome shall provide the User with a statement of reasons for such measure. The User shall be given the opportunity to submit a rebuttal or to request reinstatement. In the event of account termination, a notice period of at least 30 days shall apply, unless the User has acted in breach of applicable law, Dome is obliged under applicable law to deny the User access, or in the event of repeated breaches of these Terms of Use.

4.5. Dome may refuse a User's request to delete his or her account, for example if certain payment or delivery obligations still have to be fulfilled.

4.6. By registering, the User accepts these Terms of Use as binding, and they shall apply to every use of the Platform. After successful registration, the User receives a confirmation email by which his or her account is activated.

4.7. The User agrees to behave honestly and responsibly on the Platform and to refrain from technical or fraudulent manipulation. In particular, but not exclusively, the following activities are prohibited: holding multiple accounts in order to circumvent rules or artificially influence auctions; providing false information concerning identity, creditworthiness or bidding behaviour; influencing auctions through collusion; causing harm to the Platform or to other Users through unlawful acts.

4.8. The User is fully responsible for all actions performed through his or her account. Username and password must be treated as strictly confidential and may not be disclosed to third parties. If there is any suspicion that unauthorised persons have gained access to the account, the User must immediately notify Dome.

4.9. Dome stores personal data in accordance with the applicable data-protection regulations, such as the General Data Protection Regulation. Dome acts in accordance with its privacy policy ([Link](#)).

4.10. All content on the Platform, including texts, images and software, is protected by intellectual property rights, including copyright. Without Dome's express prior written consent, it is prohibited to reproduce, distribute or make accessible any content of the Platform or parts thereof by technical

means, such as deep linking or scraping. Dome reserves the right to take legal action and claim damages in the event of infringement.

4.11. The Platform, user accounts and all available functions are provided on an “as-is” basis. Dome does not guarantee that functions will be continuously available or remain unchanged. Technical defects or malfunctions that may occur in the software shall, where possible, be remedied without delay. Dome nevertheless reserves the right to restrict or temporarily suspend access to the Platform or to individual functions at any time without prior notice. This may be necessary, among other things, for maintenance work, updates, technical adjustments or improvements.

C. Auction

5. Participation requirements

5.1. Participation in an auction is only permitted for legal entities or natural persons who are of full age and legally capable. Persons under full guardianship or who are otherwise legally incapable are excluded from participation.

5.2. Participation may be made subject to certain conditions, such as registration or payment of a fee. Dome may, at its own discretion, decide whether a registered user may bid.

5.3. Upon request, the User must demonstrate his or her creditworthiness. If such proof is not provided, Dome may exclude the User from the auction.

5.4. The User is obliged to comply with all applicable legislation concerning the prevention of money laundering and terrorist financing and, upon first request, to provide Dome with the related information.

5.5. Where required by law, auctions shall be held under the supervision of a notary or bailiff.

6. Subject matter of the auction and description of the Lots

6.1. The following obligation applies to a Seller. The Seller is obliged to describe the Lot accurately and truthfully. This description must include all relevant information that may be important to the prospective Buyer, such as dimensions, model, condition, material, brand, origin and any defects. When providing images, the Seller must ensure that they are a faithful representation of the Lot. The Seller guarantees that the information and images provided are accurate, complete and not misleading.

6.2. 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. Dome does not, however, guarantee the accuracy or completeness of the information. The description is based on information provided by the Seller or by third parties and which cannot be verified by Dome. Incorrect or incomplete information may be corrected at any time during an auction, without this giving rise to any right for the Buyer. Samples, models or examples are for indicative purposes only. The actual characteristics of the Lot may differ from them.

6.3. Rescission or termination of the Sales Agreement on account of deviations or incompleteness in the description of the Lots is excluded.

6.4. Pipes, cables or other installations connected with a Lot form part of the auction object only if this is expressly stated in the Specific Auction Terms.

6.4. Dome is free to organise the auction and may in particular set minimum prices or other special conditions relating to individual Lots.

7. Inspection of the Lots

7.1. Dome or the Seller shall offer an appointment for viewing, which shall be published on the Platform. The User then has the opportunity to inspect the Lot before placing a bid.

7.2. The Lots are generally second-hand goods and are sold in the condition in which they are at the time of the auction, “as is, where is”. The Buyer is responsible for checking the condition and suitability of the Lot(s) before placing a bid and is obliged to carry out a thorough inspection of the Lot. If the Buyer requires specific features, characteristics or qualities of the Lots that are not clearly apparent from the lot descriptions provided, it is the Buyer’s sole responsibility to conduct his or her own investigation to verify the existence of such features, characteristics or qualities before placing a bid.

7.3. Entry to viewing locations is at one’s own risk. Instructions from Dome, the Seller or third parties engaged by the Seller must be followed.

8. Auction procedure

8.1. The duration and other specifications of an auction are stated on the Platform. Dome reserves the right to amend/correct, extend, terminate early or cancel auctions, in particular in the event of:

- technical malfunctions or system errors;
- known incorrect information about the Lot(s) or the auction;
- if it appears that the auction/sale is contrary to applicable laws and regulations, including sanctions legislation or anti-money-laundering legislation;
- suspected or actual fraud, misuse of the Platform, breach of these Terms of Use or manipulative or collusive bidding behaviour 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 Seller’s request because the Lot(s) is/are no longer fully or partly available, provided that Dome agrees to this;
- in the event of force majeure or changed circumstances that reasonably prevent Dome from continuing the auction.

8.2. Users are obliged to follow Dome’s instructions in connection with an auction or the settlement thereof.

8.3. Dome may require security or advance payment before or during the auction as a condition for accepting a bid or concluding a Sales Agreement.

8.4. The various auctions are ranked by date on the Platform. Within a specific auction, the Lot(s) are ranked by lot number; however, the User has the option to sort them according to other criteria, such as price.

9. Bid

9.1. The User may place a bid on a Lot on the Platform. Each bid is binding, irrevocable and unconditional and thereby constitutes a binding offer to purchase the Lot from the Seller by the Buyer. A Sales Agreement is, however, only concluded between the Buyer and the Seller if and when the Seller accepts the bid (allocation) in accordance with article 10.

9.2. Bids must be submitted in accordance with the specifications on the Platform. The auction may be conducted in the form of static bidding or automated bidding. In the case of automated bids, the system increases the User’s bid by the smallest possible amount, provided that a third party places a higher bid and the maximum bid set by the User is not exceeded. An automated bid can only be cancelled by submitting a static bid equal to the current maximum bid.

9.3. If a Lot is auctioned together with other Lots as a combination, this shall be stated on the detail page of the relevant Lot. In that case, bids may be placed both on the separate Lots and on the entire combination. Allocation and acceptance of a bid on the combination lot shall only take place if and when the highest bid on the combination lot exceeds the total amount of the highest individual bids by the percentage stated on the detail page.

9.4. A Seller is prohibited from bidding on his or her own Lots. This applies to all auctions held by Dome.

10. Acceptance (allocation) and formation of the Sales Agreement

10.1. A Sales Agreement is formed between the Seller and the Buyer by acceptance of a bid by the Seller (allocation). The Seller, or Dome on behalf of the Seller, has the right to refuse the highest bid or any other bid without stating reasons. Acceptance (allocation) is effected by the Seller or, through the mediation of Dome, by a corresponding act of the Seller or Dome.

10.2. Within 5 working days, or earlier if possible, after the end of the auction (Saturdays, Sundays and Belgian public holidays not included), the Buyer receives a confirmation email on behalf of the Seller. In this notification, the Buyer is informed that his or her bid has been accepted and that the Purchase Price is due. If the Buyer does not receive confirmation within the specified period, his or her bid has not been accepted. The Seller, or Dome on behalf of the Seller, may also allocate a bid subject to suspensive or resolutive conditions. This condition or resolutive condition shall be communicated in advance on the Platform or via the Specific Auction Terms.

10.3. If the Seller is an insolvency service, a receiver/curator or an authorised representative of bankruptcy, insolvency or restructuring proceedings, the purchase is made subject to the condition that the required approval, for example from the competent insolvency authority, is not refused.

10.4. Where a Lot is sold in the context of a judicial or forced sale, an enforcement seizure, bankruptcy or another legally regulated liquidation procedure, the applicable mandatory provisions of Belgian law and the conditions set by the competent court, bailiff, notary, receiver/curator or other competent official shall apply.

If these provisions or conditions differ from these Terms of Use or the Specific Auction Terms, the mandatory statutory provisions and the conditions of the competent authority or official shall prevail.

10.5. Each User who places a bid is deemed to be bidding for himself or herself and is personally obliged to fulfil the obligations arising from the Sales Agreement.

10.6. The Sales Agreement includes the Purchase Price determined in the bid.

11. Payment and settlement

11.1. After the Sales Agreement has been formed, the Buyer receives an invoice or payment request. The Buyer must pay the amount due within 48 hours after receipt thereof, unless a different payment term is stated on the Platform, on the invoice or in the Specific Auction Terms.

Where Dome has been instructed by the Seller to collect the Purchase Price, Dome receives payment in the name and for the account of the Seller. The commission and other amounts owed directly to Dome are collected by Dome for its own account.

With regard to a Buyer acting as a consumer, the consequences of late payment shall be applied exclusively in accordance with the mandatory provisions of Book XIX of the Belgian Code of Economic Law.

With regard to a Buyer acting in the exercise of his or her business, the consequences of late payment are subject to the applicable Belgian statutory and contractual provisions, including, where applicable, the Act of 2 August 2002 on combating late payment in commercial transactions.

11.2. The invoice amount relating to the Lot consists of the agreed Purchase Price, a commission payable to Dome and VAT. In exceptional cases, necessary dismantling costs may also be charged. These costs are stated on the Platform and are included in the Purchase Price.

11.3. All Purchase Prices are exclusive of VAT, import duties, levies, government-imposed charges, notarial fees or financing costs, administrative costs or other additional costs, unless expressly stated otherwise. These costs shall be borne by the Buyer. If Dome or the Seller is obliged to pay these costs on behalf of the Buyer, they shall be charged separately to the Buyer.

11.4. Payment must be made in the stated currency.

11.5. The Buyer is obliged, upon first request, to provide appropriate security for the fulfilment of his or her payment obligation.

11.6. If the Buyer does not pay the Purchase Price within the agreed period of 48 hours, the Buyer shall be deemed to be in default without any further notice of default. From that moment, the Buyer shall be liable for all damage suffered by the Seller or Dome as a result of the default, including but not limited to statutory interest, extrajudicial collection costs and all other costs arising from the delay.

11.7. The Buyer waives the right to suspend his or her payment obligation or to set it off against any counterclaims.

12. Receipt, transfer and transfer of ownership

12.1. Provided that the Buyer has fulfilled all payment obligations, the Buyer may collect the auctioned Lots at the specified place and time upon presentation of valid identification or an appropriate power of attorney if collection is carried out by a third party. Collection must take place no later than the date indicated by Dome or the Seller. In certain cases it may be stipulated that some Lots may only be collected after other Lots have been collected.

12.2. The Buyer is responsible for timely and proper collection of the Lots. The organisation and coordination of the collection moment is the responsibility of Dome and/or the Seller, and their instructions must be followed.

12.3. The Buyer or a third party designated by the Buyer is obliged to carefully inspect the Lots upon receipt and to report any defects in writing immediately, and in any event no later than within 5 calendar days. If no timely notification is made, the Lots shall be deemed to have been accepted in their actual condition.

12.4. If the Buyer refuses to take delivery or fails to provide the information or instructions required for collection, Dome and/or the Seller may store the Lots for the account and at the risk of the Buyer and charge the costs incurred to the Buyer. Upon later collection, storage, administration and insurance costs shall be payable.

12.5. The Buyer is responsible for compliance with all rules and statutory provisions in connection with the export of the Lots. This includes, in particular, tax and customs regulations and the obtaining of the necessary permits. Transport and customs documents must state the Seller and the Buyer as sender and recipient respectively.

12.6. Transfer of ownership takes place upon receipt of the Purchase Price by Dome or the Seller, unless otherwise agreed in writing. Transfer of risk and benefit takes place upon acceptance/taking delivery. After transfer of risk and benefit, all risks, 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 for the account and risk of the Buyer. The insurance of the Parties shall therefore be the responsibility of the Buyer from the moment of transfer of risk and benefit.

12.7. If dismantling is required for collection and nothing else has been provided, this shall be the responsibility of the Buyer. Without the express written consent of Dome and/or the Seller, the Buyer may not remove any components that do not form part of the purchased items.

12.8. The use of the Buyer's own means of transport or tools, including forklifts, is only permitted with the express consent of Dome and/or the Seller. The Buyer is responsible for the safe use of such tools and for compliance with the relevant statutory rules and standards.

12.9. If a Lot cannot be transferred due to rights of third parties or for other important reasons, the Seller has the right to rescind the Sales Agreement. In that case, the Buyer shall receive a refund of payments already made.

12.10. In the case of an auction of Lots from bankruptcy or similar proceedings, delivery may depend on measures by authorities or third parties, for example in connection with access to the Lots. Any

delays caused thereby do not fall within the responsibility of Dome or the Seller, and no liability shall arise for delayed transfer.

12.11. If an uncollected Lot obstructs the collection of other Lots, the Buyer must remove it immediately upon request. Otherwise, Dome may arrange storage or collection by third parties at the Buyer's cost and risk.

12.12. Removal of waste left behind by the Buyer at the collection location is the responsibility of the Buyer, unless expressly agreed otherwise with Dome and/or the Seller.

12.13. By way of derogation from the foregoing, delivery may take place at the Buyer's address, provided this has been agreed in writing in advance.

12.14. Agreed delivery periods are indicative and non-binding, unless expressly agreed otherwise in writing.

12.15. The Seller has the right to deliver the purchased items in several partial deliveries.

12.16. Personal data or company data of the Seller or third parties do not form part of the Sales Agreement. If such data are included in a Lot, the Buyer must immediately notify Dome thereof and, upon request, delete the data or return them to the Seller. Unauthorised use or disclosure of such data is prohibited.

13. Right of withdrawal

13.1. The right of withdrawal as provided for in this article applies only to natural persons acting outside the exercise of a trade, business or profession.

13.2. Where the Sales Agreement constitutes a distance contract between a professional Seller and a Buyer acting as a consumer, the Buyer shall in principle have a right of withdrawal of fourteen calendar days in accordance with Articles VI.47 to VI.53 of the Belgian Code of Economic Law.

13.3. In order to validly exercise the right of withdrawal, the Buyer must send Dome an unequivocal written notice within the above-mentioned period, clearly stating that he or she wishes to withdraw from the Sales Agreement.

13.4. The Buyer is liable for damage to the Lot that occurs during the withdrawal period if such damage results from the Buyer's failure to handle the Lot with due care.

13.5. The Buyer shall bear all costs connected with returning the Lot and shall comply with the instructions of Dome or the Seller. The Buyer must return the Lot as soon as reasonably possible and at the latest within ten (10) calendar days after the day on which the withdrawal statement was made.

14. Warranty and disclaimer

Liability of Dome towards the User

14.1. Dome shall not be liable for any direct or indirect damage arising from the use of the Platform. Dome shall in no event be liable for damage arising from, including but not limited to, the following circumstances:

damage as a result of incorrect or irrelevant information provided by a User; damage as a result of non-performance of the Sales Agreement by the Buyer or the Seller; damage as a result of use of the Platform or technical malfunctions affecting the Platform, in particular due to software or hardware errors, viruses or unauthorised access; all consequences arising from the temporary unavailability of the Platform for placing a bid; damage as a result of being temporarily unable to access or use the Platform or to participate in auctions; damage as a result of references or links or promotional material to external websites or for external parties; damage as a result of amending, extending, terminating early or cancelling an auction as provided in article 8.1.; all other damage caused to third parties by the User or through use of the User's account.

14.2. Users of the Platform expressly indemnify Dome against all third-party claims, of whatever nature, arising from their use of the Platform, their conduct during the auction or any breach of the Sales Agreement.

14.3. Any liability for consequential damage is excluded, in particular for loss of profit, business interruption or diminution in value of the auctioned Lot(s).

14.4. Complaints or claims relating to use of the Platform or participation in an auction must be submitted to Dome in writing within 14 (fourteen) calendar days after the event giving rise to the complaint, unless otherwise provided by law. Complaints submitted after this period shall not be handled and all rights to assert a claim shall lapse.

14.5. The exclusion of liability shall not apply if the damage is the direct result of wilful misconduct or gross negligence by Dome.

14.6. Dome shall be liable only for direct damage actually suffered by a User as a result of a demonstrable and attributable failure by Dome to perform its obligations. This liability shall in all cases be limited to the amount paid out under Dome's liability insurance. If there is no insurance cover, total liability towards a User and/or other parties shall be limited to a maximum of EUR 5,000.

Liability of the Seller (or Dome) towards the Buyer

14.7. Dome or the Seller shall in no event be liable for damage arising from, including but not limited to, the following circumstances:

damage arising from the inability to transfer ownership of the Lot/Lots to the Buyer; damage arising from entering a viewing location in relation to the Lot/Lots; any consequential damage, in particular loss of profit, business interruption or diminution in value of the auctioned Lot/Lots.

14.8. The Lot(s) are sold in the condition in which they are at the time of the auction, "as is, where is", without any warranty. Neither Dome nor the Seller gives any warranty or representation, whether express or implied, with respect to the Lots and therefore cannot be held liable for, including but not limited to: the presence of visible or hidden defects; the completeness or accuracy of any documentation; serial-number numbering or identification details; functionality, usability or merchantability; compliance of the purchased Lot with statutory or regulatory requirements; the existence of third-party rights or the possibility of transfer to third parties.

14.9. Defects of any kind or unfulfilled expectations of the Buyer or third parties shall not entitle the Buyer to damages, rescission of the Sales Agreement or set-off, unless mandatory statutory provisions provide otherwise.

14.10. The exclusion of liability shall not apply if the damage is the direct result of wilful misconduct or gross negligence by the Seller or Dome.

14.11. The Seller shall be liable only for direct damage actually suffered by the Buyer as a result of a demonstrable and attributable failure by the Seller to perform his or her obligations. This liability shall in all cases be limited to the amount paid out under the Seller's liability insurance. If there is no insurance cover, total liability towards the Buyer and/or other parties shall be limited to a maximum of EUR 5,000.

14.12. If a third party asserts a claim to one or more Lot(s) on the basis of ownership rights or other justified grounds, the Buyer shall hold such Lot(s) on behalf of that third party and, upon Dome's first request, release them to the entitled party or make another arrangement with that party. If the Buyer returns this/these Lot(s) undamaged, the Purchase Price paid shall be refunded to the Buyer and the Sales Agreement shall be deemed rescinded. Dome and/or the Seller shall in that case not be liable for any compensation.

15. Termination of the Sales Agreement and sanctions

15.1. In any of the following cases, the Seller has the right to rescind or terminate the Sales Agreement with immediate effect by means of a written statement to the Buyer, without being liable for any compensation:

The Buyer fails to comply with a contractual obligation, including but not limited to: late payment of the Purchase Price, incomplete payment or payment in a currency other than the agreed currency; late collection of the Lot; failure to provide the information or documentation required for the purchase; failure to provide sufficient security that the Buyer is able, upon first request, to fulfil the above-mentioned obligations or other contractual obligations; circumstances arise that give reasonable grounds to doubt the Buyer's solvency or ability to fulfil his or her contractual obligations; the Buyer is declared bankrupt, applies for a suspension of payments or is granted debt discharge, an application for liquidation or suspension of payments is filed in respect of the Buyer, the Buyer enters into a voluntary arrangement with creditors or a similar arrangement or restructuring under the applicable law; unforeseen circumstances in which the Seller cannot reasonably be required to perform the Sales Agreement; a justified interest of third parties in removal of the Lot if, in the opinion of the Seller and/or Dome, removal by the Buyer would endanger a building or cause permanent damage; in the event of force majeure. Force majeure includes, among other things, fire, theft, natural disasters, strikes, wars, pandemics or government measures.

15.2. In the event of rescission of the Sales Agreement in accordance with the above provisions, ownership of the Lot/Lots shall return to the Seller and the Seller shall owe the Purchase Price to the Buyer. If rescission of the Sales Agreement is due to an act or omission of the Buyer, or otherwise falls within the Buyer's sphere of risk, the following shall apply: the Buyer remains obliged to pay the commission to Dome. The Buyer shall owe the Seller liquidated damages of 25% of the Purchase Price to cover administrative, storage, insurance and transport costs, as well as other costs incurred by Dome and/or the Seller in connection with the rescission. The Seller and/or Dome also reserve the right to claim further damages.

16. Complaints and dispute resolution

16.1. Dome strives for the fair and transparent execution of all auctions and contractual sales processes. If a User, Buyer or Seller is dissatisfied with a transaction or service of Dome, he or she may use a structured complaints procedure. Dome is, however, not obliged to go beyond its statutory or contractual obligations and shall not respond to complaints without stating reasons.

16.2. Complaints must be submitted in writing by email or via the contact form on the Platform. The complaint must contain the relevant information, in particular: the name of the complainant; the transaction or lot number concerned; a detailed description of the reason for the complaint; relevant evidence or documents, such as correspondence, photographs and payment receipts.

16.3. Complaints must be submitted within 14 days after the event complained of.

16.4. Dome confirms receipt of the complaint within 5 working days.

16.5. The assessment is carried out by an internal complaints management team, which may ask the complainant for additional information.

16.6. Within 30 days after receipt of the complete complaint, Dome shall communicate a decision. If a longer handling period is necessary, the complainant shall be informed thereof.

16.7. Possible outcomes of complaint handling include: clarification and rectification of the issue; rejection of the complaint with reasons; proposal for an alternative solution, such as reimbursement, partial reimbursement or replacement.

16.8. If the parties cannot reach an amicable settlement, they may agree to submit the dispute to an independent dispute-resolution body or to binding mediation, provided that both parties agree thereto.

D. Competent court / Applicable law

17. Competent court

All disputes, claims or other matters between a User and Dome shall be submitted exclusively to the competent court in Brussels, Belgium.

18. Applicable law

All contractual relationships between a User and Dome relating to Belgian sales shall be governed by Belgian law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

E. Final provisions

19. Severability

If any provision of these Terms of Use is wholly or partly invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a provision that corresponds as closely as possible to its meaning and purpose.

20. Amendments

Dome has the right to amend these Terms of Use unilaterally. Users have the right to object within 30 days; otherwise the amendments shall be deemed to have been accepted.

21. Deviations

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