

## **GENERAL TERMS AND CONDITIONS OF SALE FOR BUYERS**

AGUTTES SAS ("**AGUTTES**") is a voluntary public auction operator, registered with the French Auction Market Authority and governed by Articles L.321-4 et seq. of the French Commercial Code. In this capacity, AGUTTES acts as the seller's agent, who enters into a contract with the successful bidder.

These General Terms and Conditions of Sale ("**GTCS**") govern the relationship between AGUTTES and the bidders for public auctions and private sales organised by AGUTTES. By taking part in an auction organised by AGUTTES, including via an online platform, the bidder agrees to be bound by these GTCS. By registering to participate in the auction and/or placing a bid during a sale, the bidder agrees to be bound by these GTCS. They are therefore advised to read them carefully.

The GTCS may be modified from time to time at the discretion of AGUTTES. The Special Terms and Conditions of Sale relating to a particular sale and contained in the sales catalogue may also be modified in writing and/or orally by AGUTTES prior to the sale. These modifications will be recorded in the official sale report. As a voluntary sales operator, AGUTTES is subject to the obligations listed in articles L.561-2 14° et seq. of the French Monetary and Financial Code relating to the fight against money laundering and the financing of terrorism, which it is obliged to enforce.

### **I- THE PROPERTY FOR SALE**

**Specific information in the catalogue: The special notes in the catalogue have the following meanings:**

+ Lots forming part of a judicial sale following an order from the Court of First Instance, subject to a buyer's fees of 14.40% incl. taxes;

° Lots in which AGUTTES or one of its partners has a financial interest;

\* Lots under temporary import: subject to a fee of 5.5% incl. taxes of the hammer price for artworks, collectibles, and antiques (20% for wines and spirits, jewellery, and multiples), payable by the buyer in addition to the buyer's premium and the hammer price. These fees may be waived upon presentation of customs documents proving that the lot has been re-exported outside the European Union within the legal time limits and in accordance with the new VAT regulations that came into effect on 1 January 2025;

¤ Goods sold under the standard VAT regime (on the full amount);

# Lots visible by appointment only;

~ Lots manufactured from materials derived from animal species. Import restrictions are to be considered;

= Lots duly identified and subject to a security deposit.

**Description of the lots:** The information provided in the catalogue by AGUTTES and its expert is based on the details supplied and the knowledge available on the date the catalogue was prepared. Only information in French is binding on AGUTTES. It may be amended or corrected up to the time of sale, in writing or orally. These changes will be recorded in the sale report, which will have evidential value. The translations are free.

No other warranty is provided by AGUTTES, it being stated that only the seller will be liable for hidden defects and any potential legal warranty of conformity (excluded for second-hand goods). A certificate of authenticity for the lot will only be available if mentioned in the lot description.

The dimensions, weights and other information of the lots are given as an indication with a reasonable margin of error. Conversions to imperial units (inches) are provided for information only and are free.

Restorations carried out as a precautionary measure, which do not alter the original character of the lot, particularly with regard to age and style, and which do not modify the character of the lot in any way, will not be mentioned in the description.

The absence of any indication of restoration, accident, shortage or incident in the catalogue or condition reports in no way implies that the lot is free of any present, past or repaired defect. Conversely, the mention of any defect does not imply the absence of all other defects. Only the provisions of the catalogue may constitute a valid basis for engaging the liability of AGUTTES. Statements or promises made orally by a representative of AGUTTES but not included in the catalogue shall under no circumstances constitute a valid basis for engaging the liability of AGUTTES.

**Condition of the lots:** Lots are sold in the condition they are in at the time of sale, with all imperfections and defects. As the lots are second-hand goods, no guarantee can be offered by AGUTTES concerning their condition. It is up to potential buyers to check the condition of the item themselves.

References to the condition of a lot in a catalogue, image, description, or condition report (provided for informational purposes) should not be considered an exhaustive description of the condition of the lot. Descriptions, condition reports and photographs of the condition of the lots are provided for information purposes only and may under no circumstances replace the personal examination of the lot by the bidder prior to the sale in accordance with the conditions set out below. Condition reports and photos will be sent on request and for information only.

**Presentation of the lots:** Potential bidders are expressly invited to personally examine the lots and the documentation available prior to the sale during a private appointment or the public viewing prior to the sale in order to verify the condition of the lots. It is

advisable to enlist the help of an expert in the sector concerned to assess the condition of the property in detail.

**Reproduction of the lots:** All the defects and imperfections of the lots are not visible on the photographs of the lots reproduced in the catalogues, online or on any communication medium. Photographs may not give an entirely faithful image of the actual condition of a lot and may differ from what would be perceived by a direct observer (size, colour, etc.).

**Estimates:** Estimates are based on the state of technical knowledge, the quality of the lot, its origin, its condition and the market price on the day of the estimate. They are provided for information purposes only and cannot be considered as a guarantee that the lot will be sold at the estimated price. Bidders are informed that estimates may fluctuate according to market trends and the particular characteristics of the lot.

**Condition reports:** Condition reports, additional photographs and documents relating to the lots are available on request up to 24 hours before the sale. They must be consulted before bidding.

## II- THE SALE

**Registration for the sale:** Important: the standard and preferred method of bidding is to be present in the auction room.

As an additional service, AGUTTES offers prospective buyers alternative ways to bid, subject to prior registration no later than 6 pm on the last working day before the sale:

- **By telephone:** Anyone may register at [bid@aguttes.com](mailto:bid@aguttes.com) to place live verbal bids by telephone during the sale. The order must be communicated in writing, using the duly completed form, bank details, a copy of the bidder's identity document and the bidder's company registration certificate. AGUTTES accepts telephone bids free of charge. The potential bidder must have received a prior confirmation email from AGUTTES in order to be called.

- **On a buy order:** Any person will be able to send purchase orders to AGUTTES. The order must be communicated in writing, using the duly completed form, together with bank details and a copy of their identity document. AGUTTES graciously agrees to handle these orders. If you would like to send a request by e-mail to [bid@aguttes.com](mailto:bid@aguttes.com), the bidder must have received a confirmation email from AGUTTES. No unlimited orders will be accepted. If AGUTTES receives several purchase orders for identical bid amounts on the same lot, the oldest order will be preferred.

- **Online via the Live platforms:** Anyone may register on various Live platforms to participate remotely in the auctions via electronic means. Live bidders are hereby

informed that the costs invoiced by these platforms shall be borne exclusively by them and shall be added to the purchase commission. Platform fees are usually as follows\*:

- o 1.80% incl. taxes for Drouot Digital,
- o 3% incl. taxes for Invaluable,
- o 3% incl. taxes for 51Bidlive,
- o 1.80% incl. taxes for Interenchères on all lots (with the exception of cars, which are charged €72 incl. taxes per vehicle).

\*(these % may change, so it is up to the platform user to check them before bidding)

**Procedure for identifying bidders:** In view of its obligations regarding anti-money laundering and counter-terrorism financing (AML-CTF), prospective buyers are requested to identify themselves to AGUTTES in order to allow the registration of their personal data. AGUTTES reserves the right, at its sole discretion, to ask any potential bidder:

- in case of natural persons, to provide proof of their identity and legal entities, to provide a company registration certificate less than 3 months old (it being specified that only the legal representative of the company or any duly authorised person may bid),
- and, in any case, to make a deposit and provide banking references as well as the origin of the funds received, in light of obligations relating to anti-money laundering and counter-terrorism financing (AML-CTF).

All lots sold will be invoiced in the name and address of the purchaser and no subsequent changes may be made after the auction. The bidder is deemed to be acting in their own name and undertakes to pay for the lot personally and immediately. They will be solely responsible for the bid placed, unless they have previously informed AGUTTES of their status as an authorised representative under the conditions set out below. Any false indication will engage the liability of the successful bidder. In the event of non-compliance with identification procedures and AML-CTF obligations, AGUTTES reserves the right to prohibit the bidder from placing bids, or to cancel or terminate the sale of the lot.

**Security deposit:** For certain sales or duly identified lots, AGUTTES reserves the right to require prospective bidders to pay a security deposit of a specified amount before the sale, as well as any other guarantees and/or banking references deemed necessary. Bidders are asked to contact AGUTTES at least three working days before the sale in order to verify the guarantees given. Security deposits must be paid in euros by bank transfer or credit/debit card to: <https://www.aguttes.com/depot-caution>.

If the bidder is not successful at the sale, AGUTTES will reimburse the security deposit received within 5 working days after the sale, without interest and without prejudice to

any right of set-off. The bidder acknowledges and accepts that any losses caused by variations in exchange rates or bank charges relating to this transfer will be borne exclusively by the bidder.

**Mandate by a third party:** All bidders are deemed to be bidding on their own behalf and are held solely responsible for their bid. A bidder with a power of attorney must inform AGUTTES of its existence during the identification and registration procedure and produce a copy of the power of attorney and any other documents requested by AGUTTES. In such a case, the bidder and the principal shall be jointly and severally liable.

**Management of the sale:** The auctioneer conducts the sale, ensuring the freedom and equality of bidders, while adhering to the established practices of the profession. The auctioneer maintains order during the sale and reserves the right to deny access to the auction room to any prospective bidder for just cause. The auctioneer reserves the right to refuse any bid, to organise the auction in the most appropriate way, to move, withdraw, combine or separate any lot from the sale.

**Auction sale:** The highest and final bidder will be the successful bidder, regardless of the method used (order, internet, phone, in person, etc.). The auction sale is confirmed by the pronouncement of the word "Auctioned", which forms the sales contract between the seller and the successful bidder.

Each lot is identified with a number corresponding to the number allocated to it in the sale catalogue.

Sellers are prohibited from bidding directly on lots belonging to them.

In the event of a simultaneous "double-bid" recognised by the auctioneer, the lot will be reoffered for sale, with all bidders present being able to bid for this second auction.

**Withdrawal:** Each bid placed and each auction sale are final. All bids are binding on the bidder, who may not withdraw their bid whether in the auction room, on the telephone, online or upon execution of their purchase order.

**Transfer of risk and ownership:** The transfer of ownership and risks between the seller and the successful bidder takes place when the auctioneer pronounces the word "auctioned". AGUTTES declines all responsibility for any loss or damage that may occur to the lots from the time of the auction. The successful bidder must insure the lots purchased from the time of the auction.

### III- PERFORMANCE OF THE SALE

**Purchase commission:** In addition to the hammer price, the successful bidder must pay the buyer's fees applicable to each lot. The method for calculating the buyer's fees

for the different categories of lots is specified below (see article VI- SPECIAL TERMS AND CONDITIONS).

In addition to the hammer price and the buyer's fees, the successful bidder must pay all taxes, including VAT, as well as any administration, handling and storage fees, and any other sums that may be due in the event of late payment, as mentioned below.

Buyers via the Live platforms will pay, in addition to the bids and buyer's fees, an additional commission which will be paid in full to the platforms (see article II- THE SALE: Registration for the sale).

**Payment terms:** Payment of the sums due must be made "immediately" by the successful bidder as soon as the sale is completed. The payment is made in euros. Any bank charges are payable by the successful bidder and are not deducted from the sums due. If the successful bidder is not physically present at the sale, they will receive their invoice by email.

**Late payment and penalties:** The buyer will not be granted any payment extension unless expressly agreed by the seller. Any payment delay granted by the seller will result in the application of the following penalties, which will be due to AGUTTES and added to the amounts specified below for the defaulting successful bidder, namely:

- If the payment delay is 3 months or less from the sale: 3% excl. taxes, i.e., 3.6% incl. taxes of the total buyer's invoice amount
- If the payment delay is more than 3 months from the sale: 5% excl. taxes, i.e., 6% incl. taxes of the total buyer's invoice amount.

**VAT:** The VAT rate is 20% (or 5.5% for books). As a matter of principle, unmarked lots will be sold subject to VAT on the margin. The purchase commission and ancillary costs will be supplemented by an amount representing VAT, which will not be separately listed in our invoices.

By way of exception, and at the seller's request, the general VAT system may be applied to goods offered for sale by an EU professional. These goods will be marked with the sign  $\alpha$ .

**Possible cases for VAT refunds to the buyer:**

- The professional from the European Union, (i) upon providing their intra-community VAT number and (ii) supplying proof of export of the lot from France to another Member State;
- The non-EU resident, upon providing (i) the customs export document outside the European Union showing AGUTTES as the sender and (ii) within 3 months following the auction date or the date of obtaining the export license.

**Payment terms:** Legal means of payment accepted (payment by credit/debit card or bank transfer is strongly recommended):

- **Bank transfer:** from the buyer's account, quoting the invoice number:

**IBAN FR76 3006 6109 1300 0203 7410 222 - BIC CMCIFRPP - Account holder AGUTTES**

**Direct debit CIC PARIS ETOILE ENTREPRISES -178 RUE DE COURCELLES - 75017 PARIS**

- **Cash:** pursuant to Articles L.112-6 and D.112-3 of the French Monetary and Financial Code: (i) up to €1,000 for French tax residents or individuals acting for professional purposes; (ii) up to €15,000 for individuals whose tax residence is outside France (upon presentation of passport and proof of address);

- **Credit/debit card** at the terminal or remotely (at <https://www.aguttes.com/paiement-en-ligne>). The bank fees, which typically range between 1% and 2.5%, are not the responsibility of the auction house. Partial payments in multiple installments for the same lot with the same card are not permitted;

- **Cheque** (as a last resort): On presentation of two identity documents. No payment processing time is accepted in the case of payment by cheque. Delivery will only be possible twenty days after payment. Foreign cheques are not accepted.

In accordance with its obligations to combat money laundering and the financing of terrorism under Article L.561-2 of the French Monetary and Financial Code, AGUTTES reserves the right to request proof of the funds. In any event, in the event of payment by a third party, proof of the link with the third party payer must be provided by the successful bidder. AGUTTES reserves the right to refuse payment in cash by a third party.

**Defaulting bidder:** In the event of non-payment by the successful bidder, the item may be re-auctioned at the seller's request in accordance with the procedure set out in Article L.321-14 of the French Commercial Code. If the seller does not make this request within three months of the auction sale, the sale will be cancelled by operation of law. In any event, the successful bidder may not invoke the termination of the contract to avoid its obligations.

**Liability of the defaulting bidder:** In all cases, the defaulting buyer will be obliged to pay AGUTTES:

- In the event of resale through the procedure of re-auction, (i) the loss incurred by the seller due to the second sale, (ii) the loss of fees suffered by AGUTTES, (iii) the costs incurred for this second sale;
- All fees and costs incurred by AGUTTES related to the recovery of unpaid invoices (including legal fees, administrative fees, and any other recovery-related expenses), as well as damages to compensate for the harm suffered by AGUTTES;

- Late payment penalties calculated by applying interest rates based on the European Central Bank (ECB) semi-annual refinancing rate (Refi), plus five percentage points on the total amount due;

- Damages to compensate for the loss suffered by AGUTTES (fees, charges, and purchase commissions, VAT, storage, etc.).

AGUTTES reserves the right to:

- Communicate the name and contact details of the defaulting buyer to the seller so that the latter can assert its rights;

- Retain as damages all sums paid by the successful bidder prior to the cancellation of the sale;

- Collect the security deposit paid by the successful bidder, by way of set-off against all sums owed by the successful bidder and/or by way of damages;

- Exercise or have exercised all rights and remedies, notably the right of retention, over any property of the defaulting buyer held by AGUTTES until full payment is made by said buyer, and to bring legal proceedings before the competent courts to recover the amounts due;

- Offset any amount owed to the buyer against any unpaid amount relating to a lot or any damage suffered by AGUTTES as a result of a breach of these GTCS by the buyer;

- Prohibit the defaulting buyer from bidding in future sales organised by AGUTTES or make bidding subject to the payment of a prior deposit;

- Register the defaulting buyer in a shared defaulters list used by various affiliated auction houses. AGUTTES is a member of the Central Register for the Prevention of Non-Payments maintained by Auctioneers, where payment incidents may be recorded.

Rights of access, rectification and opposition on legitimate grounds may be exercised by the debtor concerned at Symev 15, rue Freycinet 75016 Paris. AGUTTES is also a member of the Témis service, which enables both the consultation and contribution to the database of restrictions on access to public auctions. Aguttes reserves the right to register the defaulting bidder or their representative in the Témis database, which may result in restricting the bidder's ability to participate in auctions held by member Voluntary Sales Operators and in prohibiting them from using the Interenchères platform. In addition, AGUTTES reserves the right to block the access of the defaulting bidder to the Drouot platform and other partner online sales platforms.

**Collection and storage of lots:** An auctioned lot will only be released to the buyer after full payment of the purchase invoice and any amounts/penalties owed by the successful bidder have been received in AGUTTES' bank account.

Consequently, if the purchase invoice includes several lots and only partial payment of the invoice and/or full or partial non-payment of other amounts/penalties owed by the successful bidder are received, none of the lots listed on the purchase invoice will be released by AGUTTES to the successful bidder. All lots will be delivered to the successful bidder on the day of full payment of the buyer's invoice and the sums/penalties due by the successful bidder.

The lots will be delivered to the buyer in person upon presentation of any document proving their identity or to a third party designated by them and entrusted with an original power of attorney and a copy of their identity document. The lots are collected at the sole expense and risk of the successful bidder.

Lots that have not been collected by the end of the sale on the same day will be collected by appointment by the buyer from the person mentioned for this purpose on the contact page at the beginning of the catalogue. The place of delivery will be indicated in the e-mail sent with the invoice.

The applicable storage charges are set out below (see Article VI-SPECIAL TERMS AND CONDITIONS).

**Resale of lots paid for but not collected:** In the event that one or more lots awarded and paid for in the course of an auction sale have still not been collected by the buyer within the deadlines agreed in the "special terms and conditions" below and that the applicable storage, custody and preservation costs exceed the auction value of the lot(s), AGUTTES reserves the right to sell them in order to be reimbursed for all costs due.

#### **IV- RIGHT OF PRE-EMPTION**

The French State may exercise a right of pre-emption on any public or private sale of cultural property. The State has 15 days from the date of the public sale to confirm that it has exercised its right of pre-emption and to substitute itself for the buyer. In the absence of written confirmation from the State of its intention to exercise this right within the time limit set, the sale will be considered final and irrevocable.

#### **V- EXPORT**

In the case of a buyer's invoice addressed to a foreign address, it is specified that certain lots are subject to export formalities (requests for certificates for cultural property, export license). These lots may only be delivered to a duly authorised forwarding agent. The formalities are the responsibility of the buyer and may take up to 4 months. AGUTTES is at the disposal of its buyers to guide them through these procedures or to

forward requests to the relevant authority. However, AGUTTES cannot be held liable for delays, refusals or other unfavourable administrative decisions, nor for any failure to comply with export regulations. Under no circumstances may export delays or administrative refusals justify a failure or delay in payment by the buyer, nor lead to a cancellation or modification of the sale. The buyer is solely responsible for all applicable administrative formalities and deadlines, which they undertake to comply with.

## **VI- SPECIAL TERMS AND CONDITIONS**

### **1- Calculation of the buyers' fees**

In addition to the hammer price, the successful bidder must pay the following buyers' fees per lot:

- **For sales in the following departments: Jewellery (non-catalogued, so-called listed or online), Watches, Impressionist and Modern Paintings, Old Paintings and Drawings, Design, Furniture and Decorative Arts, Early Period, Collections, Collectible Maps, Sports, Luggage** (tiered fees):

o 25% excl. taxes + VAT at the current rate, i.e. 30% incl. taxes on the first €900,000;

o 23% excl. taxes + VAT at the current rate, i.e. 27.6% incl. taxes above €900,001;

- **For sales in the following departments: Jewellery (catalogued), Contemporary Art, Painters & Arts of Asia, Automobilia** (tiered fees):

o 26% excl. taxes + VAT at the current rate, i.e. 31.2% incl. taxes on the first €900,000;

o 23% excl. taxes + VAT at the current rate, i.e. 27.6% incl. taxes above €900,001;

- **For sales in the following departments: Violins & Bows, Wines & Spirits:**

o 21% excl. taxes + VAT at the current rate, i.e. 25.2% incl. taxes;

- **For sales of books and manuscripts** benefiting from a reduced VAT rate:

o 25% excl. taxes, i.e. 26.37% incl. taxes;

- **For sales of numismatic:**

o 12% excluding VAT, i.e. 14.4% including VAT.

- **For sales in the department of Collectible Cars** (tiered fees):

o 16% excl. taxes + VAT at the current rate, i.e. 19.2% incl. taxes on the first €900,000;

o 12% excl. taxes + VAT at the current rate, i.e. 14.4% incl. taxes above €900,001.

## **2- Storage costs**

The storage of items sold at auction or through private sale that have not been collected by the buyer within 15 days following the sale (the day of the sale included) will be charged as follows: (each day or week started will be due):

- Jewellery and/or watches: €30 excl. taxes per day of storage;
- Wine: €1 excl. taxes per bottle per day, without prejudice to any fees that may be applied by iCave;
- Vehicles: flat storage and transport fees of €350 excl. taxes, plus an additional €40 excl. taxes per day starting from the Wednesday following the sale, including that day;
- Other lots: €3 excl. taxes per day for lots smaller than 1 m<sup>3</sup> and €5 excl. taxes per day for lots larger than 1 m<sup>3</sup>.

## **3- Mechanical and electrical items**

The mechanical or electrical items offered for sale by AGUTTES are exclusively for decorative purposes. As second-hand goods, AGUTTES in no way certifies their working order and offers no guarantee as to their performance. We recommend that buyers attend the public exhibitions with an expert in the field and have the electrical or mechanical mechanism checked by a professional before any operation.

## **4- Watches and clocks**

The timepieces we sell are all second-hand items, most of which have undergone repairs resulting in the replacement of certain parts, which may therefore not be original. AGUTTES gives no guarantee as to the authenticity, condition or original character of the components of a timepiece.

Clocks may be sold without pendulums, weights, or keys, and unless expressly stated otherwise, their presence is not guaranteed. Watch straps may not be original and may not be genuine.

Collector's watches require general and regular maintenance: repairs or overhauls may be necessary. All these repairs and overhauls and all checks on the state of operation are the sole responsibility of the buyer, as AGUTTES offers no guarantee as to their proper working order. AGUTTES recommends that purchasers have their watches checked by a qualified watchmaker before use.

## **5- Jewellery / Stones, Gold, and Precious Metals**

Some lots containing gold, platinum, or silver may be subject to control by the territorially competent assay office in order to undergo alloy tests and be stamped prior to the sale. AGUTTES accepts no responsibility for the conclusions of the assay office.

Coloured gemstones (such as rubies, sapphires, and emeralds) may have been treated to enhance their appearance, through methods such as heating or oiling. These methods are accepted by the jewellery industry worldwide, but can make precious stones fragile and/or require special attention over time.

AGUTTES cannot know whether a diamond has been formed naturally or synthetically unless it has been tested by a gemmology laboratory. If the diamond has been tested, a gemmology report will be available. All types of gemstone may have been treated to improve their quality. The buyer may request the preparation of a gemmology report for any lot, provided the request is made to AGUTTES at least two weeks before the sale date, and the buyer covers the associated costs.

AGUTTES does not draw up a gemmology report for each precious stone offered at its auctions. The absence of a certificate does not guarantee that the stones have not been treated. When AGUTTES arranges for such reports to be drawn up by internationally recognised gemmology laboratories, these reports are mentioned and described in the catalogue. Due to differences in approach and technology, laboratories may not agree on whether or not a particular gemstone should be treated, the extent of the treatment or whether it should be permanent. Gemmology laboratories only report improvements or treatments of which they are aware on the date of the report, which reflects their opinion. AGUTTES does not guarantee and is in no way responsible for any reports or certificates drawn up by a gemmology laboratory which may accompany a lot.

## **6- Furniture**

Unless expressly stated in the lot description, the presence of keys is not guaranteed. The buyer acknowledges that the absence of a key can under no circumstances justify a refusal of payment or a complaint.

## **7- Protected plant and animal species**

Items partially or entirely made from materials derived from endangered and/or protected species of flora and fauna are marked with the symbol ~ in the catalogue. The legislator imposes strict rules on the commercial use of these materials, particularly with regard to trading ivory.

Buyers are informed that the import of any item made using these materials is prohibited by many countries, or requires a permit or certificate issued by the relevant authorities of the exporting and importing countries. Buyers are entirely responsible for ensuring compliance with the regulatory and legislative standards applicable to the export or import of goods made up in whole or in part of materials from endangered and/or protected species. AGUTTES will in no case be responsible for the impossibility of exporting or importing such an item, and this cannot be used as grounds for requesting the cancellation or termination of the sale. The buyer is solely responsible for obtaining all necessary authorisations for the acquisition or transport of these items.

## 8- Wine

Old bottles can naturally become fragile over time and during transport. AGUTTES cannot be held responsible for the condition of the cork.

The wine sales are sales by designation , meaning they are sales of items identified at the time of the sale, but not on display. The wines sales are sales on. Lots may therefore not be collected directly after the sale. The collection of the items is only possible by appointment: the buyer must send an email along with their paid invoice to the following email address: [retraits.agutttes@icave.eu](mailto:retraits.agutttes@icave.eu). The lots will be available at iCave's offices at: 5 Chemin des Montquartiers – 92130 ISSY-LES-MOULINEAUX – FRANCE.

## 9- Cars

**Description of the lots:** For administrative reasons, and unless otherwise indicated, vehicle designations (model, type, year, etc.) are based on the information given on the vehicle registration documents.

**Condition of the lots:** It is specified that:

- The condition of a car may vary between the time it is described in the catalogue, the time it is presented at the sale and the time the buyer takes possession of the lot.
- Vehicles may be sold without a roadworthiness test because of their age, their non-running condition or their competitive status.
- Vehicles from abroad are presented without French roadworthiness tests.

The vehicles on offer are from an era when safety conditions and performance were inferior to those of today. Buyers are strongly advised to exercise great caution when handling the item for the first time. It is advisable, before any use, to restart the vehicle and perform all necessary checks to ensure the proper functioning of the vehicle (oil level, tyre pressure, etc.).

**Additional obligations of the successful bidder:**

- The successful bidder must complete, under its own responsibility and at its own expense, all the necessary formalities within the legal deadlines for changing the registration number of the vehicle purchased.
- The successful bidder must organise the transport of the lot purchased, which will be at its own risk and expense.

**Collection and storage of lots:** The vehicles are stored the day after the sale in closed, secure premises very close to Paris. They may be collected by appointment, from the Tuesday following the sale date and after full payment of the hammer price and costs, from Monday to Friday until 4:30 pm at the latest. It should be noted that the transfer of

risks takes place as soon as the goods are auctioned. AGUTTES declines all responsibility for any damage to the vehicle after the auction sale .

## **VII- PERSONAL DATA**

Bidders are informed that AGUTTES may collect and process their data in accordance with the General Data Protection Regulation (EU) 2016/679 of 27 April 2016 (GDPR) and the French Data Protection law No. 78-17 of 6 January 1978, as amended by law No. 2018-493 of 20 June 2018 regarding the protection of personal data.

Data is collected for the purposes of managing their contractual or pre-contractual relations (sales registration, invoicing, accounting, settlements, communication, etc.). This data includes information such as surnames, first names, postal address, email address, telephone number and bank details.

Bidders are informed that they have a right of access, rectification, erasure, portability, opposition and limitation with regard to this data which they may exercise by contacting AGUTTES. Requests should be made in writing to: [communication@aguttes.com](mailto:communication@aguttes.com). Any complaints concerning applicable data protection legislation may be made to the CNIL (French National Data Protection Authority): [www.cnil.fr](http://www.cnil.fr).

## **VIII- INTELLECTUAL PROPERTY**

AGUTTES owns all rights to reproduce the goods sold before and after the sale. Any reproduction is prohibited and constitutes an infringement. The sale of a lot in no way implies the transfer of any applicable intellectual property rights (representation and/or reproduction) on the work.

## **IX- APPLICABLE LAW AND JURISDICTION**

These GTCS and the rights and obligations arising therefrom shall be governed by French law.

Any legal action relating to the sales activities of AGUTTES will be decided by the competent Court of First Instance in France, in accordance with article L.321-37 of the French Commercial Code. In particular, any legal actions involving bidders and/or buyers who are commercial entities will be settled by the Court of First Instance of Nanterre.

Bidders, successful bidders and their representatives acknowledge that Neuilly-sur-Seine is the exclusive place for AGUTTES to perform its services.

Civil liability claims arising from auctions and voluntary and judicial sales of furniture by public auction are subject to a limitation period of five years from the date of the auction.

In case of any difficulty, the Government Commissioner attached to the Council of Auction Houses can be contacted free of charge in order to reach an amicable solution. Complaints can be made by post to 19 avenue de l'Opéra, 75001 Paris or online at the following link: <https://conseilmaisonsdevente.fr/fr/reclamation>. It is also possible to submit a request for amicable settlement on a European platform for settling online disputes between consumers and professionals, accessible at the following link: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=FR>.

## **X- CUSTOMER SATISFACTION**

If a customer feels that they have not received a satisfactory response, they are advised to contact the head of the relevant department at AGUTTES directly, as a matter of priority. If no response is received within the specified time, the customer may contact the customer service department at [serviceclients@agutttes.com](mailto:serviceclients@agutttes.com). This department is part of the AGUTTES Quality Department.