

GENERAL TERMS AND CONDITIONS OF BIDJES LIMITED

Article 1 Definitions

- 1.1 Bidjes: Bidjes Limited is the user of these General Terms and Conditions and shall hereinafter be referred to as: "Bidjes".
- 1.2 (Prospective) buyer: a (prospective) buyer is understood to mean any person whom we direct our offers to and who is also the other party with which Bidjes contracts.
- 1.3 Consumer: an other party who is a natural person and who does not act in the course of a profession or running a business;
- 1.4 Product: a "product" is understood to mean all products supplied to the buyer subject to these General Terms and Conditions, as well as all work and services carried out by Bidjes for the other party.
- 1.5 Auction: the public sale of the products.
- 1.6 Bid: a sum of money offered by a (prospective) buyer for a product.
- 1.7 Purchase Price: the highest bid.

Article 2 Applicability

- 2.1 These general terms and conditions apply to all of our offers and agreements and all agreements arising from this or related thereto, as well as all legal acts and deliveries by Bidjes and all legal relationships to be entered into with Bidjes in the future.
- 2.2 Deviations and additions to these General Terms and Conditions are binding upon Bidjes subject to written agreement.
- 2.3 If one or more provisions in these General Terms and Conditions are or become null and void, the other provisions of these General Terms and Conditions, or the agreement entered into between the (prospective) buyer and Bidjes which is subject to these terms and conditions, shall remain unimpaired.

Article 3 Personal details

- 3.1 Prior to participating in the auction, the (prospective) buyer must register via the website of Bidjes by creating an account. The (prospective) buyer shall ensure that personal details are registered correctly. In the event of incorrect registration of personal details, the (prospective) buyer ensures that the details are corrected via the "my account" link on the Bidjes website.
- 3.2 Bidjes shall ensure that the personal details are properly and carefully processed, in accordance with the applicable laws. The personal details are processed solely for the performance of the agreement entered or to be entered into between the (prospective) buyer and Bidjes, unless the (prospective) buyer has granted permission for use of the personal details for marketing purposes.
- 3.3 Bidjes shall take the appropriate technical and organisational measures to protect the personal details from being lost or stolen or any other form of unauthorised access.
- 3.4 If Bidjes receives information from a (prospective) buyer and/or third party with regard to which Bidjes knows or can reasonably suspect that these must be treated as private and confidential, Bidjes shall take adequate measures to ensure that this confidentiality is enforced. Insofar possible, Bidjes shall indicate whether sending and/or receiving of information involves any particular risks for maintaining confidentiality.

Article 4 Bids and Auction Conditions

- 4.1 The products to be auctioned are shown on the website of Bidjes with additional information and stating the original market price.
- 4.2 The (prospective) buyer purchases bid credits via the website of Bidjes. One bid credit for bidding via the website costs a maximum of £ 1.50. The (prospective) buyer surrenders one bid credit for every bid made and by doing so increases the total bid on the product by 1 penny.
- 4.3 (Prospective) buyers can bid in several ways. Bids can be made by means of clicking on the relevant buttons or via SMS. Once a bid is made, it is deducted from the purchased bid credit. Each bid is subject to a service charge of no more than £ 1.50.
- 4.4 A bid is validated once it is received by Bidjes and registered within the given closing time for the relevant auction.
- 4.5 (Prospective) buyers can bid at different live auctions, until they close. The time until when bids can be made is stated on the website of Bidjes per product. At each new bid, the remaining bid time of the auction is extended, which shall be indicated per individual auction. The auction ends when the remaining bid time has lapsed. The participant having made the final bid is given a purchase option for the product on which the (prospective) buyer has bid. The final bidder is determined by the data as processed by Bidjes. This decision is final and irrevocable.
- 4.6 Within 24 hours, the (prospective) buyer having made the final bid receives an e-mail with the purchase option, stating the purchase sum including VAT and possible delivery charges for the product and the manner in which he can use the purchase option within a term of 24 hours. If the (prospective) buyer wishes to exercise the option to purchase, he must go to "my account" and accept the purchase option by clicking the button "confirm". After confirmation, the purchase agreement between Bidjes and the buyer is concluded.
- 4.7 After conclusion of the purchase agreement, Bidjes shall ensure that the invoice is sent to the buyer.

Article 5 Payment

- 5.1 Payment by the ultimate buyer must be effected within 14 days of receipt of the invoice, unless agreed otherwise in writing. This term is a deadline, upon expiry of which the buyer shall be in default.

Article 6 Delivery

- 6.1 The products are delivered within 14 working days of receipt of the purchase sum. This delivery time or possible delivery times are never deadlines, unless otherwise agreed in writing.

Article 7 Changes

- 7.1 In the event of circumstances during the performance of the agreement that (threaten to) prevent a proper performance, necessary measures shall be taken in mutual consultation in order to ensure the procedure can progress undisturbed.

Article 8 Replacements

- 8.1 Bidjes is entitled to deliver alternative goods if forced to do so, provided they are not inferior to what was previously agreed.
- 8.2 The delivery of alternative yet at least equal goods does not entitle the other party to claim compensation and/or termination and/or to suspend its obligations towards Bidjes.

Article 9 Suspension and right of retention

- 9.1 Bidjes is entitled to suspend the performance if the buyer fails to fulfil one or more of its obligations and/or if Bidjes has received information regarding circumstances providing Bidjes with justified reasons to assume that the buyer shall not fulfil its obligations, except for deviating, mandatory legal provisions.
- 9.2 If the buyer – despite a written demand stating a payment term of 7 days – fails to fulfil its obligations or a part thereof, Bidjes can exercise its right to retention on goods and funds of Bidjes that are subject to the performance of the agreement.

Article 10 Force majeure

- 10.1 If force majeure delays or prevents the performance of the agreement, both Bidjes and the buyer are entitled to terminate the agreement in writing, without this giving the other party any right to compensation, except insofar Bidjes is to benefit from this termination, which Bidjes would not have derived in the event of a proper performance of the agreement.
- 10.2 Force majeure includes any circumstance that arises beyond the control of Bidjes, preventing the normal performance of the agreement. Circumstances giving cause to such force majeure do in any case include: loss, damage and/or delay during and due to transport, extreme sickness absence and wildcat strikes by staff, actions/measures by customs, (temporary) closure of certain geographical areas, fire and other serious disruptions in the operations of Bidjes or at its suppliers and national disasters.

Article 11 Liability

- 11.1 Bidjes cannot be held liable for correction or writing errors on products, the loss of user details or the deformation or non-arrival of products.
- 11.2 Bidjes can never be held liable for direct or indirect damage, unless in the event of intent or gross negligence by one or more managers who are Board members.
- 11.3 Bidjes can never be held liable for any breakdowns on the website of Bidjes. Bidjes reserves the right to move forward the end date and time of the auction due to an unexpected breakdown, including, but not limited to, breakdowns in the Internet connection to the server, hacking, service disruptions at the provider or force majeure. Bidjes can not be held liable for possible overload of the website and the consequences thereof. Bidjes can never be held liable for damage to or faults in computer equipment of third parties and/or programmes that affect participation in the auction of Bidjes. Bidjes can not be held liable for amendments in legislation that affect the auction and the execution thereof.
- 11.4 Bidjes can never be held liable for technical faults caused by third parties providing payment services or when the customer accepts an unsuccessful transaction. The (prospective) buyer is obliged to report transaction errors to Bidjes, so that Bidjes can provide a possible solution.

Article 12 Indemnification

- 12.1 The buyer indemnifies Bidjes against any damage or losses suffered by a third party as a result of using the goods delivered by Bidjes to the buyers.

Article 13 Complaints and Warranties

- 13.1 Upon receipt of the product, the buyer is obliged to inspect the product and assess whether it is in order.
- 13.2 The suppliers of Bidjes are responsible for the delivery of the products with warranties. Bidjes is not a reseller of the products that are auctioned and as such is not responsible for warranties and complaints. In the event of complaints and warranties, Bidjes refers the buyer to the reseller. Bidjes is responsible for setting up the dialogue between both parties.

Article 14 Termination

- 14.1 If despite demands stating a reasonable term the buyer fails to meet any payment obligations arising from an agreement entered into with Bidjes, or fails to meet these obligations in time or properly, or in the event of (applications for a) moratorium, bankruptcy, receivership or winding-up of the company of the buyer, Bidjes is entitled to terminate the agreement, or a part thereof, without judicial intervention and notice of default, by a single written statement.
- 14.2 As a result of the termination, any mutual claims become immediately due and payable. The buyer is liable for losses suffered by Bidjes as a result of interests, loss of profits and transport costs.

Article 15 Final provisions

- 15.1 The buyer is obliged to keep Bidjes informed of the correct address details of the buyer and to forthwith inform Bidjes in the event of any changes in aforesaid details. Written notifications to Bidjes must be sent to the address below:

Bidjes Ltd.
178 Church Road
Hove, East Sussex
BN3 2DJ
United Kingdom

- 15.2 All agreements that are partly or fully subject to these Terms and Conditions are governed by English law.
- 15.3 All disputes arising from offers and agreements, by whatever name, shall only be submitted to the competent court in England.
- 15.4 In the event that Bidjes uses a version of the General Terms and Conditions other than in English and this version contradicts the English version, solely the English version applies and shall be decisive in the interpretation of the provisions in these General Terms and Conditions.