

Buyer terms and conditions

Valid from July 1, 2024

Route 66 Auctions offers a carefully selected collection of special objects which you can bid on and buy. To keep our online sales platform safe and reliable for all users, we have established some important rules for bidding and purchasing. These rules form the Buyer's Terms and Conditions and are an integral part of our General Terms and Conditions.

IMPORTANT - This document has been translated to facilitate readability and understanding of our terms and conditions for all users. In case of any discrepancies, the Dutch version will prevail.

How bidding works

Article 1: Bidding on objects

Before you bid on an item, please consider the following points:

- **Determine value for yourself**
The objects on our platform are unique and have their own stories. It is important to determine for yourself what an object is worth to you when bidding.
- **Determine market value**
If the market value of an object is important to you, we recommend consulting an external appraiser. Buying items as an investment or for speculative purposes is at your own risk.
- **Estimates as a guideline**
We sometimes show estimates to help you make an informed offer. These estimates are not a guarantee of actual value or sales price and are indicative only.
- **Every bid is binding**
All bids or purchases via the 'buy it now' option are binding. You cannot withdraw or cancel your bid or purchase. Always check that the correct amount has been entered, especially for last-minute bids.
- **'Buy now' option**
For some items a 'buy it now' option is available, which allows you to purchase the item directly without participating in the auction. The item is not yours until payment has been completed and you have received a confirmation email.

- **Check import laws and costs**

You are responsible for checking import regulations, (registration) restrictions and any additional fees that may apply when importing an item into your country. We are not liable for these costs.

- **Minimum price not reached**

All items have a minimum price. If your offer is lower than this price, the item will not be sold.

- **Items are sold 'as is'**

Each item is described by the seller on the item page. All items are sold 'as is'. The condition of the objects can vary greatly due to age, previous damage, restoration, repair and normal wear and tear. They are rarely in perfect condition and the item is sold 'as is' in the condition it is in at the time of sale. The item description and/or images may not clearly reflect the condition. Colors and shades may appear different on screen than when physically inspected. Condition reports may be available to help you assess the condition of a property. If the seller does not explicitly state the condition, it does not mean that the item is new or in mint condition. It is your responsibility to ensure that you request, receive and thoroughly review a condition report.

Summary: Bids and purchases via the 'buy it now' option are binding. Read the item description carefully and determine the value for yourself. Estimates are guidelines only and are not a guarantee of value or sales price.

Buy your special object

Article 2: Contracts and costs

- **Sales contract with the seller**

If your offer is the highest or if you successfully use the 'buy it now' option, you enter into a sales contract with the seller. This contract is governed by our General Terms and Conditions.

- **Obligations under the sales contract**

You have certain obligations, such as paying for your item. Please refer to Article 8 of these Buyer Terms for further details of your obligations.

- **Additional Seller Terms**

Some sellers may have additional terms and conditions that apply. These will be available on the property page or via a link.

- **Other costs**

As a buyer, you are generally responsible for shipping or transportation costs, as well as any VAT, import duties, insurance fees, fees for specific payment methods, or fees for

additional services such as additional shipping options. Read more about any other costs here.

Summary: If your offer is the highest or you use the 'buy it now' option, you enter into a sales contract with the seller. You must pay the purchase price, as well as any other costs such as shipping and import costs.

Article 3: Paying for your item

- **Payment term**

Payment must be made within 7 days of the end of the auction. If you use the 'buy now' option, you will be required to pay immediately to confirm your purchase.

- **Secure payments**

Our trusted payment provider will hold your payment for 7 days after you receive the item, so you can be assured of a secure transaction.

- **Late payment**

If you are the highest bidder and do not pay within 3 days, we may temporarily suspend your ability to bid until you have made payment. Failure to pay on time may result in the seller or us on behalf of the seller canceling the sale.

Summary: If you are the highest bidder, please make sure you pay within 3 days of the end of the auction. When using the 'buy now' option, you must pay immediately. Our payment provider keeps your payment secure until you receive the item.

The journey from your object to you

Article 4: Shipping or collection

- **Contact the seller**

After you pay for the item, you can message the seller. This gives you the opportunity to ask questions about the item or shipping, or to arrange pickup.

- **Pick up within 5 working days**

If you choose to collect your item, you must arrange this within 5 working days of payment, unless otherwise agreed with the seller.

Summary: After payment, you must contact the seller to discuss the details of the sale. If you collect your item, please arrange this within 5 working days of payment.

Article 5: Receipt of your item

- **Inspect your item carefully**

Upon receipt of your item, you have the right to inspect it to determine its nature, characteristics and operation. You may inspect the item in the same way as in a physical store.

- **Damage and value**

If you wish to cancel your purchase and the item is damaged in any way that reduces its value, you will be responsible for paying damages to the seller. This does not apply to pre-existing damage or damage that occurred during shipping.

- **Legal compliance guarantee**

As a consumer within the EU or the United Kingdom, you can benefit from a legal warranty of at least 1 year when purchasing from a professional seller. You can find more information about this in our EU and UK Consumer Rights Policy.

Summary: Please inspect your item carefully upon receipt and handle it with care. As a consumer you have certain rights, such as a legal guarantee. Your feedback is valuable to us and the sellers.

Complaints and returns

Article 6: Complaints about your object

- **Contact within 3 days**

If you have any complaints or if the item is not as described on the item page, please contact us within 3 days of receiving your item. After this period, payment will be released to the seller and in most cases we will no longer be able to offer a refund. However, we will still try to resolve your issue.

- **Direct contact with the seller**

If you do not contact us within 3 days, we recommend that you contact the seller to find a solution or request a (partial) refund.

- **Investigation of claims**

If the item is not as described, it is important to provide us and the seller with detailed information to investigate your claim. More information about what to do if the item does not match the description can be found [here](#).

- **Solutions**

If the investigation shows that the item is not as described, you may be entitled to some remedies. These can range from repair, replacement, reduction of the purchase price to, as a last resort, cancellation of the sale.

- **Protection of consumer rights**

Some of these solutions only apply if you are a consumer buying from a professional seller.

Summary: Please contact us within 3 days of receipt if you have any complaints about your item. We help investigate and find a solution. Solutions can range from repair or replacement to cancellation of sale and refund.

Article 7: Returning an object

If you have complaints about your item and are not satisfied with the seller's or our resolution, you sometimes have the option to cancel the sale and return the item. You will then receive the purchase price back.

- **Right of withdrawal**

As an EU or UK resident, when purchasing from a professional seller, you may have the right to cancel your purchase within 14 days of receiving the item. You must notify both the seller and us within this period. Certain exclusions may apply. You are responsible for return shipping and associated costs.

- **No right of withdrawal for private sellers**

When purchasing from a private seller, the right of withdrawal does not apply. If you are not satisfied with the item but it is as described, you cannot cancel the sale unless the seller agrees.

- **Item not as described**

If the item is not as described and the seller does not provide a solution after you send a notice of default, in most cases you can cancel the sale and return the item.

- **Returns**

You are responsible for the cost of return shipping to the seller. You should also ensure that the item is adequately insured during the return shipment or cover the costs of loss or damage yourself if you choose not to insure it.

Summary: Although bids and purchases through the 'buy it now' option are binding, in some cases you may be able to return the item, such as if it is not as described. You are responsible for return shipping costs and any insurance costs.

Obligations of the buyer

Article 8: Your obligations

- **Pay for your item on time**

If you have placed the highest bid, you must pay for the item, including any additional costs, within 7 days. When using the 'buy now' option you must pay immediately.

- **Please adhere to our Terms**

It is important that you adhere to our Terms and Conditions and guidelines. In the event of a violation of this, we may take measures as stated in Article 9 of these Buyer Terms and Conditions.

Summary: Pay for your item and associated costs within 7 days or immediately when using the 'buy it now' option, and adhere to our Terms and Conditions and guidelines to avoid action.

Article 9: Failure to fulfill your obligations

If you fail to fulfill your obligations to us or our sellers, the trust and reliability of our online sales platform may be affected. It also has potential consequences for you, including account suspension and legal action.

- **Consequences of failure to fulfill your obligations**

If you fail to fulfill your obligations to us or a seller, we may suspend your ability to bid, suspend your account or your access to our services, cancel a sale, or take other action. In most cases you are automatically at fault. If not, we will send you a notice of default. You will usually be informed by email of the measure taken and the reason for it.

- **Right to payment and compensation**

Failure to fulfill your obligations may lead to financial damage for us. We are entitled to compensation for this loss. We can enforce payment of any debts, damages and fines extrajudicially through a collection agency, or through legal action (usually at the Breda court). In such cases we can claim statutory interest and (extra)judicial collection costs.

- **Report fraud**

We may report fraudulent acts to national or international law enforcement authorities.

- **Implications for obligations to sellers**

If you fail to meet your obligations to a seller, we may take action. The seller may also take its own actions, such as enforcing your payment obligation and claiming damages for any losses. For this purpose, sellers can use both extrajudicial solutions (such as a collection agency) and judicial solutions. The seller can recover statutory interest and (extra)judicial collection costs from you.

Summary: Failure to meet your obligations may result in account suspension, legal action, and damages. This applies to both your obligations towards us and towards the seller.