

ЗАТВЕРДЖЕНО

Наказом директора ТОВ «Аукціонний дім

«Голденс» №07/23-Н від 21 листопада 2023 року

_____ /Михайло ВАСИЛЕНКО/

Terms and Conditions of Auctions

LLC AH GOLDENS

Last updated: 21/11/2023

We are Limited Liability Company AUCTION HOUSE GOLDENS ('Company', 'we', 'us', or 'our'). Our registration number is 35370648. Our VAT number is 353706426558.

We operate the website <https://gs-art.com> (the 'Site'), as well as the services of auctions and goods (including artworks) associated with such auctions, as well as consultation connected with questions about art works that refer or link to these legal terms (the 'Terms') (collectively, the 'Services').

You can contact us by phone at +380442409532, or by email at contact@gs-art.com.

These Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ('you'), and LLC AH GOLDENS, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Terms.

IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES, AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. In our sole discretion, we reserve the right to change or modify these Terms from time to time. We will alert you about any changes by updating the 'Last updated' date of these Terms, and you waive any right to receive specific notice of each such change. You are responsible for periodically reviewing these Terms to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted the changes in any revised Terms by your continued use of the Services after the date such revised Terms are posted.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services. We recommend that you print a copy of these Terms for your records.

The terms and procedure for the purchase and sale of works of fine art at auction are also governed by the Public Offer Agreement for the purchase and sale of works of fine art at auction, which is an integral part of these Terms and Conditions. In case of any discrepancies, these Terms and Conditions shall prevail.

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1. Our Services

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws if and to the extent local laws are applicable.

2. Privacy

Please get to know our Privacy Notice to understand what data about You is collected by us, how we gather, process and share it with third parties, and what privacy rights You have.

3. User Registration

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all your account and password use. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

In order to complete registration and use our services, you agree to provide us with your true and accurate identification information upon our request. We may require you to upload a copy of your government-issued identification document, such as your passport, driver's license, or national ID card. By uploading your ID, you authorize us to collect, store, and use your personal information solely for the purpose of verifying your identity. We reserve the right to suspend or terminate your account if we are unable to verify your identity to our satisfaction. By using our services, you agree to comply with any additional identity verification procedures that we may require from time to time.

4. Artworks

The artworks listed for auction on our platform are the proprietary property of their respective artists or licensors. They are protected by international intellectual property regulations.

Each artwork is presented with a detailed description, including but not limited to the artist's name, year of creation, medium, dimensions, provenance, and condition. We endeavor to provide accurate and comprehensive descriptions, but we do not guarantee the completeness or accuracy of such information. All artworks are sold "as is".

The images of the artworks on our platform are for illustrative purposes only. Although we have made every effort to display the colors accurately, we cannot guarantee that a device's display of the colors accurately reflects the color of the artworks. Your artwork may vary slightly from those images.

We reserve the right to withdraw any artwork from the platform at any time and shall have no liability whatsoever for such withdrawal.

5. Auctions, purchase and payment

We accept the following forms of payment:

- Visa;
- Mastercard;
- direct bank transfer (invoicing).

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the purchase price as we deem required. We may change prices at any time. Payment can be commenced in EUR, USD, GBP and UAH.

All art pieces available for auction on our platform are subject to a reserve price, set by the seller. The auction will start at the indicated price, and bids will be accepted in increments as stated on the auction page.

Bidders must register and provide valid payment information before participating in the auction. By placing a bid, you agree to purchase the art piece at the bid price if your bid is successful. We reserve the right to reject any bid at our sole discretion.

Upon the conclusion of the auction, the highest bid will be considered the winning bid, provided it meets or exceeds the reserve price. The winning bidder will be notified and must complete the payment within a specified period.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees. You authorise us to charge your chosen payment provider for any such

amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Services. In our sole discretion, we may limit or cancel quantities purchased per person, household, or order. These restrictions may include orders placed by or under the same customer account, payment method, and/or orders using the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgement, appear to be placed by dealers, resellers, or distributors.

6. Delivery and Returns policy.

We are proud to be able to deliver our products to any country in the world. Our company provides international shipping to meet the needs of our customers in every corner of the globe.

The cost of delivery is paid by the Buyer in accordance with the tariffs of the delivery service.

We understand that you want to receive your order as soon as possible. Usually, orders are delivered within 30 days from the date of purchase. However, please note that some factors beyond our direct control may affect the delivery times. Here are a few of them:

- Customs clearance process: There are local restrictions and customs office hours that may delay the customs clearance of your order.
- Delivery service: We rely on the services of reliable and established delivery services, but sometimes delays may occur due to unforeseen circumstances such as weather, transport problems or other unforeseen events.

When receiving the goods, You must check the integrity of the packaging and the products, as well as the certificates of conformity.

If you discover any defects or damage, you should contact our customer service for further action.

After inspection and confirmation of the authenticity of the product, it means that it meets your expectations and requirements, and no further claims regarding its condition can be accepted by us.

Returns.

If it is necessary to return a product, we also offer our clients a return procedure, with certain conditions and restrictions. Please read the following requirements and return procedure.

You have the right to return the product within 14 (calendar) days from the date of delivery. Return shipments must be shipped in their original packaging (including all accompanying certificates received with the order). Preservation of the original packaging is important to ensure the safety and integrity of the goods during transportation.

In some cases in order to return products, it is necessary to conduct an examination confirming their originality. The type of examination is determined by Us depending on the type of the Product. In this case, you are obliged to pay the costs of such an examination.

Exception. According to the legislation of Ukraine, antiques purchased by a buyer at an auction cannot be returned.

Customers are responsible for return shipping costs. It's recommended to use a reliable delivery method and ensure that the shipment is tracked.

The funds you paid for the order will be refunded after successful delivery of the product to the store and inspection of its condition. Refunds will be processed to your original payment method (exclude shipping costs and international customs fees) within 7-10 business days after receiving the goods or receiving the results of the examination.

Disclaimer: Returns will not be accepted for any artwork that has been stretched, cropped, or altered in any capacity after purchase

7. Intellectual Property and License

Unless otherwise indicated on the Site, the Site and all content and other materials on the Site, including, without limitation, the Company's logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Materials") are the proprietary property of Company or its licensors or users. They are protected by international intellectual property regulations. You are granted a limited, non-sublicensable license to access and use the Site and Materials subject to these Terms.

Except as expressly permitted on the Site, in these Terms or otherwise in writing by Company, such license does not include:

- (a) any resale or commercial use of the Site or the Materials;
- (b) the distribution, public performance or public display of any Materials;
- (c) modifying or otherwise making any derivative uses of the Site and the Materials, or any portion thereof;
- (d) use of any data mining, robots or similar data gathering or extraction methods;
- (e) downloading (other than the page caching) of any portion of the Site, the Materials or any information contained therein; or

(f) any use of the Site or the Materials other than for its intended purpose.

Any use of the Site or the Materials other than as specifically authorised herein, without the prior written permission of the Company is prohibited and will terminate the license granted herein.

Unauthorised usage may also be in violation of applicable laws, such as copyright and trademark laws, as well as communications rules and laws. Nothing in these Terms, whether by estoppel, implication or otherwise, shall be considered as giving any license to intellectual property rights unless expressly stated herein. This license can be terminated at any time.

All art pieces auctioned on our platform are the proprietary property of their respective artists or licensors. They are protected by international intellectual property regulations. By participating in the auction, you agree to respect the intellectual property rights of the artists and licensors.

8. Trademarks

Commercial names, the Company logos and any other Company product or service name, logo or slogans contained in the Site are trademarks or service marks of the Company (the "Marks") and may not be copied, imitated or used, in whole or in part, except as expressly permitted in these Terms or on the Site or with the prior written permission of Company.

Without our prior written permission, you may not use any metatags or any other "hidden text" utilising any Marks. In addition, the visual representation of the Site, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and trade dress of the Company and is part of the Marks and may not be copied, imitated or used, in whole or in part, without our prior written permission except as expressly permitted herein or on the Site.

All other trademarks, registered trademarks, product names and company names or logos mentioned on the Site are the property of their respective owners. Without the express consent of the appropriate trademark proprietor, they may not be reproduced, imitated, or used in whole or in part. Any reference to a product, service, process, or other pieces of information, whether by trade name, trademark, manufacturer, supplier, or otherwise, does not imply our approval, sponsorship, or recommendation.

9. Transfer of Ownership

Ownership of the art piece will be transferred to the winning bidder upon successful payment. The transfer of ownership signifies the conclusion of the auction, and no returns or refunds will be entertained after this point.

10. Authenticity of Artworks

All art pieces are sold 'as is'. We endeavour to provide accurate descriptions and images of the art pieces, but we do not guarantee the condition, authenticity, or value of the art pieces. It is the bidder's responsibility to assess the condition and authenticity of the art pieces before bidding.

11. Hyperlinks

You are granted a limited, non-exclusive right to create a text hyperlink to the Site as long as the link does not portray the Company or any of our Site in a false, misleading, or otherwise defamatory manner, and the linking Site does not contain any adult or illegal material, or any material that is offensive, harassing, or otherwise objectionable.

This limited right may be revoked at any time. Without Company's prior written permission, you may not use any Marks or other proprietary image to link to the Site. Furthermore, without Company's express written consent, you may not use, frame, or employ framing techniques to enclose any Company trademark, logo, or other proprietary information, including the images found on the Site, the content of any text, or the layout/design of any page or form contained on a page of the Site.

Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or another proprietary right of the Company or any third party.

12. Third-Party Content

Company and its users may provide third-party content on the Site and may provide links to web pages and content that are not owned or controlled by Company, including but not limited any third-party advertisements or promotions (collectively the "Third Party Content") as a service to those interested in this information.

Company has no control over, endorses, or adopts any Third Party Content and makes no representations or guarantees of any kind about it, including, without limitation, its accuracy or completeness.

You acknowledge and agree that Company is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third Party Content. Users use such Third Party Content contained therein at their own risk.

Any business transactions or communication you have with third parties and any terms, conditions, warranties, or representations connected with such deals or promotions are solely between you and such third parties.

Company is not liable for any loss or damage of any kind caused as a consequence of any such transactions or promotions or the inclusion of such Third Party Content on the Site.

13. Indemnification

You agree to defend, indemnify and hold harmless Company, its independent contractors, service providers and consultants, and their respective directors, employees and agents from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to:

- (a) your use of the Site;
- (b) any User Content or Feedback you provide;
- (c) your violation of these Terms;
- (d) your violation of any rights of another; or
- (e) your conduct in connection with the Site.

Because consumer indemnities are limited in some countries, some or all of the indemnity rules above may not apply to you.

If you are obligated to indemnify us, we shall have the right to control any action or process and decide whether or not we want to settle it and, if so, on what terms.

14. Warranties

Company provides no guarantee for the performance or the uninterrupted availability of the Site or the Company materials. The Site and Company Materials are provided on an "As is" and "As Available" basis without warranties of any kind, whether express or implied. As to the Site and the information, content, and material contained within, Company disclaims all warranties, explicit or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Company makes no representations or warranties about the accuracy, completeness, reliability, safety, or error-free nature of Company Materials or the Site.

While Company makes every effort to ensure that your access to and use of the Site is safe, Company cannot and does not guarantee that the Site or its servers are virus-free. As a result, to identify and remove viruses from any download, you need to utilise industry-recognised software.

Company maintains the right to make changes to the Site's content at any time and without prior notice. Any mention of a product, service, process, or other piece of information,

whether by trade name, trademark, manufacturer, supplier, or otherwise, does not indicate Company's endorsement, sponsorship, or recommendation, or any association with it. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this section may not apply to you.

15. Limitation of Liability

We will not be liable for any damages resulting from the use of or inability to use the services, including but not limited to reliance by a user on any information obtained from the services, or from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction, or any other cause. You understand and agree that this paragraph applies to all material, goods, and services made available through the services.

Company will not be liable for any indirect, incidental, special, or consequential damages resulting from the use of the services or the purchase of any real or virtual product from that location, even if Company has been informed of the possibility of such damages. Implied warranties, as well as the exclusion or restriction of certain damages, are not limited by certain state laws. If these laws apply to a user, some or all of the disclaimers, exclusions, or restrictions listed above may not apply, and the user may have additional rights.

16. Modifications to the Site

The Company maintains the right to alter or discontinue the Site or any features or sections thereof, temporarily or permanently, without notice. You acknowledge that Company will not be responsible if the Site or any part of it is modified, suspended, or discontinued.

17. Applicable Law

The laws of Ukraine shall govern and construe these Terms and your use of the Site, without regard to any conflict of law provisions.

You agree that any action at law or in equity arising out of or relating to these Terms that is not subject to arbitration (as defined below) will be filed only in the Ukrainian courts, and you irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action, or proceeding arising out of these Terms at this time.

18. Disputes resolution

You and Company agree to solve any dispute arising from these Terms or relating to the Site, through the negotiations. In case of failure, the dispute shall be submitted to the competent court of the Company's location.

19. Severability

These Terms are meant to be severable in essence. If any provision of these Terms is found to be invalid or unenforceable in whole or in part in any jurisdiction, that provision shall be ineffective in that jurisdiction to the extent of such invalidity or unenforceability without affecting the validity or enforceability of the remaining provisions of these Terms in that jurisdiction.

20. Contact us

In order to resolve a complaint regarding the Services or to receive further information regarding the use of the Services, please get in touch with us at:

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