



# General Conditions Auctions vidaXL.com.au

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## Article 1 – Definitions

**Allocation** : the explicit declaration of vidaXL to Buyer that the auction on which the Buyer has placed a bid is allocated to the Buyer. This declaration can mean that a confirmation has been sent by email;

**Auction** : the online auction offered by vidaXL on the Auction Website;

**Auction Terms and Conditions** : these general auction conditions;

**Auction Website** : the website which operates under the URL vidaXL.com.au and any other website or dedicated by vidaXL.

**Bidder** : the consumer that registers for participations in Auctions or has registered to participate in an Auction;

**Buyer** : the Bidder to whom the allotment has occurred;

**Consumer** : the natural person not acting on behalf of a profession or business;

**Offer** : the amount offered by the Bidder on a product in an Auction including taxes;

**Personal data** : the (personal) data that has to be provided to vidaXL by the Consumer in order to register and bid on an Auction and that are traceable to his or her person;

**Purchase Agreement** : the purchase agreement between the person with the highest bid on an Auction and vidaXL on basis of the allotment;

**vidaXL** : HB Commerce Pty Ltd

## Article 2 – Applicability

- 2.1. In addition to the GENERAL TERMS AND CONDITIONS the GENERAL AUCTION TERMS AND CONDITIONS also apply in the relationship between vidaXL and the Bidder for every Auction of vidaXL, the use of the Auction Website, the registration of a Bidder with vidaXL to participate in Auctions and on every Auction that takes place. Any (general) conditions of a Bidder are rejected by vidaXL.
- 2.2. By participating in an Auction, Bidders declare themselves to each other and the Consumer declares to vidaXL that he or she is obliged to handle in confirmation with these General Auctions Terms and Conditions and is bound by the legal conclusions arising therefrom. A Bidder is obliged to unreservedly comply with all terms and conditions and to refrain from conduct that can harm the interest of vidaXL as an online auction house.

### **Article 3 – Registration**

- 3.1. In order to participate in an Auction, the Bidder must beforehand be registered on the Auction Website in the way prescribed by vidaXL. Moreover, the Bidder states by his/her participation in an Auction to be authorized to perform legal acts. The Bidder also declares (in case of Allocation) to be authorized to enter a Purchase Agreement for the relevant Auction. Furthermore, the Bidder must unreservedly agree to the GENERAL TERMS AND CONDITIONS and the GENERAL AUCTION TERMS AND CONDITIONS. vidaXL reserves the right to deny registration and participating in Auctions, for her own reasons, at any time and to terminate any agreement.
- 3.2. The Bidder shall identify himself/herself at the first request of vidaXL appropriately. If he or she fails, the Bidder is not allowed to participate in the Auction.
- 3.3. The Bidder is required to ensure that the registration information provided by the Bidder to vidaXL is filled in completely, truthfully and correctly. The Bidder furthermore guarantees the accuracy and completeness of the information provided by him/her. Should this information change at any time, the Bidder has the obligation to immediately inform vidaXL of those changes.
- 3.4. The username and password as used by Bidder at an Auction are strictly personal and may not be transferred by Bidder to third parties. If the Bidder fears that another knows his password, the Bidder immediately has to inform vidaXL. The Bidder shall be liable for and bound by all actions that takes place at an Auction and that arise from the use of his/her password and/or username, even in cases of abuse if the Bidder was careless with his/her username and password. vidaXL is also entitled to claim performance of the payment obligations of a Bidder due to bids that have taken place by using the password and user name of the Bidder.

### **Article 4 – Privacy Statement**

- 4.1. vidaXL will use the (personal) data from a Bidder in accordance with the Privacy Statement at its Auction Website. A bidder shall always consult the latest amendments to the Privacy Statement when visiting the Auction Website.

### **Article 5 – Security**

- 5.1. vidaXL uses reasonable efforts in order to protect her systems against loss of data and/or any unlawful use and will use appropriate technical and organizational measures in order to do so.
- 5.2. The bidder is obliged towards vidaXL to secure his/her computer – or any other device – against viruses or any other unlawful programs or files that are spread through the Internet when entering the Auction Website. Furthermore the Bidder has to take appropriate measures to be secure from the unauthorized use of his password and username by a third party.

### **Article 6 – The Auction Procedure**

- 6.1. The preparation and conduct of the Auction shall be determined solely by vidaXL. This means among other things that vidaXL determines the state of affairs prior to and during the Auction and has the power to determine, if in the opinion of vidaXL there are reasonable grounds, to omit people from further participation, to close one or multiple Auctions or to change (the compilation of) Auctions, to not recognize a bid and declare it invalid and to suspend, renew or cancel the Auction or to take other necessary actions.
- 6.2. The duration of an Auction is marked on the Auction Website. Nonetheless, vidaXL is entitled to cancel, terminate, suspend or extend an Auction (prematurely) at any time. If an Auction is not open to all Bidders due to technical problems, vidaXL will use the right to extend the Auction, but vidaXL is not obliged to do so.
- 6.3. A bidder is obliged by or on behalf of vidaXL to follow instructions and directions given to him or her in the case of an Auction.
- 6.4. The Auction will take place in the order listed in the Auction catalog on the Auction Website. However, the right remains to deviate from the sequence.
- 6.5. A Bidder accepts the special conditions that may arise during an Internet Auction and the (technical) issues that can occur. These issues may contain: the impossibility to access the Auction Website or a specific Auction, the impossibility to issue a Bid, faults or defects in the Auction Website and/or the underlying hardware and/or network connections and/or the software that runs on the Auction Website. Furthermore, maintenance on the Auction website and/or the underlying system can mean that there may arise problems that there can be limited access to the Auction Website and/or Auction and/or stand in the way of placing a Bid.

## **Article 7 – Descriptions of auctions**

- 7.1. Descriptions of a Lot and all information on the Auction Website are made on a “know best” basis. It can therefore occur that a description of an Auction is incorrect or incomplete.

## **Article 8 – The Bid**

- 8.1. The Bid must be made in the manner indicated by vidaXL on the Auction Website. The Auction is handled according to the “highest bidder” principle. vidaXL is entitled to change the way in which an Auction is conducted at any time during the Auction, there is always evidence of only (one) public invitation of vidaXL to make an Offer. vidaXL is entitled not to recognize a bid if there are reasonable grounds in the opinion of vidaXL.
- 8.2. A Bid made by a Bidder will be considered as a legally binding offer to vidaXL. The Bidder is bound by the Bid that is irrevocable and unconditional. Any Bidder who is bidding is deemed to bid (or mine) for himself and is personally bound towards vidaXL and for the obligations arising from his/her Bid towards vidaXL. This also applies if the Bidder states to act on behalf of a Third Party.
- 8.3. If several persons declare to jointly place a Bid (or have cast a Bid in the past) they are jointly and separately liable for the obligations arising therefrom towards vidaXL.
- 8.4. vidaXL is entitled to participate in the Auction and to bid on behalf of a third party on the Auctions.

## **Article 9 – Conclusion of Purchase Agreement**

- 9.1. Any Bid that you place on the vidaXL Auctions constitutes a legal offer to buy the item. You may not retract a bid except for limited circumstances allowed under applicable law, for example, where the item does not comply with the description provided in relation to it on the Auction Website.
- 9.2. Participation in an Auction does not mean that the items will eventually be sold to the Bidder. Even if the Auction Website indicated that an auction takes place under contract of the highest bid, does not necessarily lead to a Purchase Agreement.
- 9.3. The Bidder is aware that the items that are sold in the Auctions are the property of vidaXL. The Purchase Agreement is established between the Buyer and vidaXL.

## **Article 10 – Billing and Payment**

- 10.1. Unless otherwise agreed, the amounts by the consumer have to be paid within 14 days after the start of the withdrawal period which starts on the day the consumer receives the item(s). In case of a contract to provide a service, the 14 days withdrawal period starts after the consumer has received confirmation of the agreement.
- 10.2. When selling products to consumers, a prepayment of more than 50% is never allowed. If prepayment is stipulated, a consumer can only execute rights after the stipulated prepayment has been fulfilled.
- 10.3. The consumer has the duty to report inaccuracies in data or payment details immediately to the operator.
- 10.4. In case of default by the user the operator, subject to legal restrictions, has the right to charge to the consumer reasonable costs.
- 10.5. It is not allowed to use coupon codes when paying for an item won at an Auction.

## **Article 11 – Applicable Law**

- 11.1. On these General Terms and Conditions Auctions and disputes that may arise out of Auctions, Australian law is applicable.

## **Article 12 – Other Stipulations**

- 12.1. vidaXL reserves the right to modify the General Auction Terms and Conditions at any time. In case of changes, the new conditions apply from the next Auction onwards. The Terms and Conditions current at the start of a transaction will apply until that transaction is completed. Your continued use of the Services after any amendments to the Terms and Conditions shall be deemed to constitute your binding acceptance of such amendments.