



PART OF THE BONHAMS NETWORK

General Terms and Conditions for the Supply of Transport Services Bukowskis

AS OF 2017-02-15

1. Applicability

These general terms and conditions for the supply of transport services apply to transport of items which have been purchased, sold or offered for sale at an online auction organized by Bukowski Auktioner AB or Bukowskis Oy Ab ("Bukowskis") and where the transport of the item (the "Item") is ordered through Bukowskis to the customer (the "Customer"). Bukowskis does not carry out any transport services and does not act as a carrier. Bukowskis' role is an intermediate supplier of transport services and the actual transportation is carried out by another company selected by Bukowskis. Online auctions are referred to auctions via the internet. For the avoidance of doubt, these general terms and conditions shall not apply in respect of Items purchased, sold or offered at a live auction. The parties agree that these general terms and conditions shall apply to all transport services ordered by the Customer through Bukowskis. In addition to what is prescribed in mandatory legislation, these terms and conditions shall exhaustively govern the relationship between the parties, e.g. in relation to liability for defects, damages and delays.

2. The transport services

The Customer can order the following transport services through Bukowskis:

(i) Transit transport. The carrier ordered through Bukowskis transports the Item between Bukowskis' different collection/hand out sites within the Nordic countries. Addresses to Bukowskis' present sites can be [found here](#). Upon ordering a transit transport, Bukowskis orders the transport of the Item to the collection site requested by the Customer. The Customer can thereafter collect the Item at the requested site.

(ii) Home delivery of smaller Items. Items of a volume of maximum 0.25 m³ and a weight of maximum 20 kg can be sent by mail in a letter or package. Depending on the Customer's order, the letter/package is delivered directly to the address specified by the Customer or to a third party collection/delivery point.

(iii) Home delivery of larger Items. Items with a volume exceeding 0.25 m³ and/or a weight of 20 kg is delivered through the carrier directly to the address specified by the Customer.

3. Orders, prices and payment of transport services

The Customer orders all transport services through the Internet on My Bukowskis. The prices for the different transport services depend on the transport type, the size and weight of the Item, the collection address and destination. The prices applicable from time to time are stipulated on Bukowskis' web site and published in connection with the Customer's order of the actual transport service, which can be done when it has been established that the Customer's bid is the winning bid. All prices include VAT. Additional fees are charged if the Item shall be carried more than 50 meters or more than five floors, or if the transport entails any specific costs such as boat transport to addresses located on islands, costs for cranes, work related to assembling if Items etc. The Customer must always pay for the transport service in advance and no transport service is started before Bukowskis has received full



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payment for the transport service in question. As soon as full payment has been noted, the transport order is made active.

4. Carrier

Bukowskis will supply transport services by engaging external carriers. However, the Customer orders the transport service through Bukowskis, enters into agreements with Bukowskis and pays the compensation of the transport service directly to Bukowskis. The external carrier may contact the Customer in order to agree on a delivery date and collect information on the delivery conditions and may invoice the Customer for certain agreed fees that are not included in the normal service charges, e.g. the cost for any re-delivery and storage, if the Customer does not take delivery on the agreed time as provided in the last paragraph of section 6(iii) of these conditions. When stipulated in these terms, the Customer shall directly contact the carrier.

5. Delivery time etc

The delivery times for the transport services may vary and depend on a number of circumstances such as the size and weight of the Item, the collection address and destination. The normal delivery time is stated when the Customer order the transport service through Bukowskis. If the delivery time for a transport essentially exceeds such stipulated normal delivery time, Bukowskis or the carrier shall inform the Customer hereof. However, Bukowskis does not grant any warranties regarding delivery times and the Customer is not entitled to claim any sanctions towards Bukowskis should the actual delivery times exceed the normal delivery times.

6. Collection and receipt of Items

(i) Transit transport When the Item has arrived to the collection site, a confirmation of arrival is sent to the Customer's e-mail address. Bukowskis stores the Item at no additional cost for the Customer during a storage period of seven (7) calendar days, whereby the following days shall be included in such storage period. As from and including the day after the day when the auction ended until and including the day the Customer orders a transport through Bukowskis. Thereafter, as from and including the day the Customer receives a confirmation of arrival to the collection site until and including the day the Customer collects the Item. If the storage period exceeds seven (7) calendar days, Bukowskis has the right to charge the Customer for the storage period with SEK 50 per additional day for storage in Sweden and EUR 5 per additional day for storage in Finland. Opening hours, contact details and road description to Bukowskis' different collection sites can be found here. Before the Item has arrived to the collection site, it is not possible to trace the Item.

(ii) Home delivery of smaller Items The Customer shall collect the Item delivered by post within the time period indicated in the confirmation of arrival. If the Customer does not collect the Item within such time period, the Item will be sent back and Bukowskis is entitled to charge the Customer for storage with SEK 50 per day for storage in Sweden and EUR 5 per day for storage in Finland as well as for the costs for re-delivery. The Customer will be notified via SMS to the phone number that has been given in connection with the transport order. At pickup, the Customer shall present identification card and consignment number.



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Any representative of the Customer must present the consignment number and either the Customer's identification card or a written power of attorney together with its own identification card. Items will remain at the third party collection/delivery point for 14 days. Unclaimed Items will be returned to the sending Bukowskis Market office and the Customer will be charged with the full return cost.

(iii) Home delivery of larger Items In order to ensure an effective delivery, the Customer shall provide all necessary information regarding the delivery address such as accessibility,

measurements, number of stairs etc. Items are delivered to the delivery address and shall be placed in an area indicated by the Customer, provided that the following conditions are fulfilled. It must be possible for a truck of 10 meters/26 tons to park with a maximum carrying distance of 50 meters. The indicated area must be maximum five stairs up/down. If one or several of these conditions are not fulfilled, the Customer shall inform the carrier hereof. If the Customer wishes that the transport service shall be performed anyway, the Customer can ask the carrier if this is possible. If the carrier deems that the transport service can be carried out, the carrier is entitled to charge the Customer additional fees. If not otherwise has been agreed in writing with the carrier, the Customer shall be available at the agreed delivery time to receive the Item. If the Customer is not able to receive the Item at the time agreed with the carrier, the Customer shall inform the carrier at least 24 hours before the agreed delivery time. If the Customer is not available to receive the Item at the agreed time and has not informed the carrier hereof at least 24 hours before the agreed delivery time, the Customer will be charged for the cost for storage of the Item and for re-delivery of the Item in accordance with the external carrier's price list applicable from time to time.. These charges may be invoiced directly by the external carrier.

7. Withdrawal

Bukowskis handles the Customer's order of the transport service in immediate connection with the order. Thus, the completion of the service is initiated immediately which the Customer hereby agree to. The Customer also agrees that the right to withdraw a purchase is exempt from the provisions regarding the right to withdraw a purchase in the Swedish Act on Distance Contracts and Off-Premises Contracts (2005:59) when the transport service has been performed. The regulations regarding the right to withdraw in the Finnish Consumer Protection Act (38/1987) is not applicable to purchases of transport services through Bukowskis.

8. Liability

The risk for the Item passes to the Customer as soon as the Customer has collected the Item from the carrier or from Bukowskis or third party's collection site. If the Customer has agreed in writing with the external carrier that an Item shall be delivered at a delivery address without personal receipt, the risk for the Item passes when the Item has been delivered. Bukowskis is liable towards the Customer if the Item is damaged or lost during the transport to a maximum amount of SEK 100 000/EUR 10 000. If the Customer wishes to acquire insurance covering a greater amount Bukowskis may be able to administer such insurance. For additional information, please contact Bukowskis' customer service. Bukowskis is never liable for any damage, previous repair, loss or cost due to the Item's natural wear and tear or which have been caused by the Customer. Bukowskis is never liable for lost profit or other indirect or consequential damages or losses. Bukowskis is never liable for any damage, loss or cost which directly or indirectly has been caused by or is related to war, war related action, revolution, seizure, confiscation, other measure taken by civil or



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military authority, atomic nucleus process, terrorism/terror action, regardless if such other matter or action, occurring at the same time or at any other time, has contributed to the damage, loss or cost.

9. Complaints

The Customer shall, in immediate connection with the collection or the receipt of the Item, carefully inspect the Item in order to verify that the Item is not damaged. Upon collection of the Item from Bukowskis or a third party the Customer shall carefully inspect that the packaging/wrapping is intact and without any damages. Visible damages and defects shall

be notified immediately and be noted on the consignment note provided by the external carrier or collection/delivery point. Complaints regarding damages or losses of the Items that are not visible shall be made in writing to Bukowskis within one (1) working day after the delivery date/collection day. If the Customer fails to file a complaint in the manner and within the time specified above, the Customer loses its right make any claim in relation to the damage or loss. If the Customer files a complaint within the specified time period and Bukowskis is liable for such damage or loss, Bukowskis shall, in its own discretion, repair the Item (if the Item can be repaired in a way that is reasonably acceptable) or credit the Customer with an amount corresponding to the value of the damaged or lost Item. If the Customer is the purchaser of the damaged or lost Item, the value of the Item shall correspond to the price paid by the Customer for such Item. If the Customer is the seller of the Item and the Item has not been sold, then the Customer is entitled to the average value between the highest and lowest estimated value as determined by Bukowskis before the Item was put up for auction. Damages on certain Items do not entitle the Customer to file complaints against other Items and the granted compensation shall always be in proportion with the part of the Item which has been damaged or lost. In addition to what is stated above, or prescribed by mandatory law, the Customer cannot direct any other sanctions towards Bukowskis. The Customer cannot claim any other sanction against Bukowskis other than what is specified above or provided my mandatory law.

10. Right of retention

The carrier and Bukowskis are entitled to retain the Item if the Customer has unpaid debts towards the carrier or Bukowskis.

11. Force majeure

If Bukowskis or Bukowskis' sub-contractor is prevented from or delayed in fulfilling its obligations under these terms and conditions due to a Force Majeure event, Bukowskis cannot be held liable for any damages or other sanctions, provided that Bukowskis within reasonable time, informs the Customer hereof. As soon as the Force Majeure event has ceased the obligation shall be fulfilled as agreed. Force Majeure refers to an unforeseeable event that is beyond the control of Bukowskis, e.g. natural disaster, fire, flooding, war, new or amended legislation, acts of government or labor dispute. The Customer may cancel the agreement concerning the transport if Bukowskis is unable to supply the transport within three (3) months due to such a Force Majeure event provided in this section 11.

12. Packaging material

The carrier owns all material used to package Items during the transport. If the carrier wants to, the carrier has the right to unpack the Item and bring back the packaging material.



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13. Personal data

Bukowskis is subject to the provisions in the Swedish Personal Data Act (1998:204), the Finish Personal Data Act (523/1999) and the Finnish Code of Information Society (917/2014). Personal data collected by Bukowskis will be used by Bukowskis to administrate the parties' contractual relationship and to fulfill Bukowskis' obligations related to the supply of transport services and under applicable law. The personal data may also be processed for market and customer analyses and statistics and for marketing purposes such as customized marketing, administration notices, product offers and newsletters. Further, the personal data may be used for invoicing and to send important information to the Customer e.g. regarding changes of applicable fees, price list, these conditions or to contact the Customer and provide information customized after the interests of the Customer. Personal

data may be updated and supplemented by collecting data from private and public registers. For the above-stated purposes, personal data may be disclosed to other companies within the Bukowskis group and to companies with which the group cooperates. A person who (i) does not want his or her personal data to be used for direct marketing purposes or (ii) wants to receive information or request correction of the personal data being processed by Bukowskis; shall make a written request concerning this to Bukowskis.

14. Additional language versions

These general terms and conditions have been translated into other languages (at present Swedish, English and Finnish). In case of any inconsistencies between the different language versions, the Swedish version shall have precedence.

15. Export permit

The Swedish act (1988:950) on cultural environment, contains a permit requirement for export of certain, old Swedish and foreign cultural items. The Finnish act (1999:115) on restrictions on export of cultural items contains a permit requirement for export of cultural items from Finland to other member states within the EU. Cultural items that shall be exported outside the European Union also require a specific export permit in accordance with the Council Regulation (EEC) No 116/2009. The Purchaser is solely liable to apply for and acquire any such required permit and shall bear all costs in this regard and Bukowskis has no liability in this regard.

16. Disputes

These terms and conditions shall be governed by Swedish law. Any dispute arising out of or in connection with these terms between the Customer and Bukowskis shall be finally settled by general courts with the district court of Stockholm as first instance.