

General terms and conditions for auctions

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Article 1 - Definitions

General Terms and Conditions for Auctions: these General Terms and Conditions for Auctions;

Users: a natural person whose actions are not carried out for a purpose related to the exercise of a commercial, professional or business activity;

Product: one or more goods offered for sale on the Auction Website;

Auction Website: An online auction platform where Bidders purchase products from vidaXL;

Auction Participant: a user (excluding Business Customers) who registers or has registered to participate in an auction in the manner provided by vidaXL;

Bid: the amount offered by the Bidder in the auction for a Product, plus taxes and expenses;

Purchase Agreement: The purchase agreement concluded between the Seller and the Buyer upon the Assignment;

Buyer: The bidder who won the auction;

Personal data: the (personal) data that the User must provide to vidaXL in order to register and bid on an Auction, and which can be traced back to his/her identity;

Delivery: vidaXL's express statement to the Buyer that the Auction in which the Buyer has placed a Bid has been delivered to the Buyer. This statement may mean that an email confirmation has been sent;

Auction: the online auction through the Auction Website for the sale of one or more goods;

Seller: vidaXL is the seller in relation to the Buyer for all goods offered on the Auction Website;

Business client: the natural or legal person acting as a professional and/or as a company;

vidaXL: vidaXL Commerce Europe B.V.

Article 2 – Applicability

2.1. In addition to the GENERAL TERMS AND CONDITIONS, the GENERAL TERMS AND CONDITIONS FOR AUCTIONS also apply to the relationship between the Seller and the Bidder for each auction, when using the Auction Website, when the Bidder registers with vidaXL for participation in Auctions and when each Auction is held. Any (general) conditions of the Bidder will be rejected by vidaXL.

2.2. Business customers are expressly excluded from participating in auctions. Only consumers are entitled to register and place bids.

2.3. In the event of participation in an Auction, the Bidders undertake to each other and each Bidder undertakes to vidaXL to act in accordance with these General Terms and Conditions for Auctions. The Bidder undertakes to vidaXL to fully and unconditionally comply with the conditions declared by vidaXL to be applicable to the Auction and to refrain from any actions that could harm the interests of vidaXL.

Article 3 – Registration

3.1. In order to participate in an auction as a bidder, it is mandatory to register in the manner provided by vidaXL and to agree to the general terms and conditions that apply to vidaXL auctions. Business customers are not entitled to register or participate in an auction. Participation in an auction is not permitted under any circumstances if you are not authorized to perform legal acts or if you are legally incapacitated. vidaXL reserves the right at any time to deny bidders, for its own reasons, the right to register and participate in an auction and/or to unilaterally terminate this right.

3.2. The Bidder must identify himself correctly upon vidaXL's first invitation. Otherwise, the Bidder will not be entitled to participate in the auction.

3.3. When registering, you are obliged to provide all information requested by vidaXL in full, correctly and truthfully and to guarantee the accuracy and completeness of the information you provide. If this data changes at any time, you must immediately inform vidaXL of these changes. The right to assess the validity of the registration and the information provided in this context belongs exclusively to vidaXL.

3.4. If you are given the opportunity to use a username and password, the username and password you use in an Auction are strictly personal and must not be communicated by you to third parties. If you have reason to believe that another person knows your password, you must immediately inform vidaXL of this. You are responsible and bound by all actions that take place in an Auction and that result from the use of your password and/or username, also if they are used unlawfully, if you have not taken the necessary care of your username and password. vidaXL is entitled, whether acting on behalf of the Seller or not, to demand compliance with your payment obligations arising from Bids made with your username and password.

3.5. You will be able to use the Auction Website immediately after completing the registration procedure and creating a user account. The user account may be terminated with immediate effect at any time by vidaXL, without prejudice to any obligations you may have from the period prior to the termination of the user account, and without prejudice to the provisions of these General Terms and Conditions for Auctions, which remain in force even after the termination of the user account.

Article 4 – Privacy Policy

4.1. By registering on the Auction Website, you declare that you are familiar with the Privacy Policy and the Cookie Policy and agree to them.

vidaXL reserves the right to record data related to the Bidder's behavior when visiting the Website (including the IP address used) if there is a suspicion that the Bidder's account has been misused and/or the Website has been misused. For more information on how vidaXL uses the Bidder's personal data and on the use of cookies on the Website, reference is made to the vidaXL Privacy Policy, which can be found on the vidaXL Website.

Article 5 – Tender procedure

5.1. The preparation and conduct of the Auction shall be determined exclusively by vidaXL. This means, inter alia, that vidaXL determines the course of events before and during the Auction and has the right, without giving reasons, to admit or deny Bidders to the Auction, not to hold an Auction for one or more Products or to change (the composition of) the Products, not to recognize a Bid and declare it invalid, as well as to suspend, resume or cancel the Auction and/or take other measures it deems necessary.

5.2. The duration of an Auction is stated on the Auction Website. However, vidaXL has the right to cancel, terminate, suspend or extend an Auction (early) at any time. If an Auction is not open to all

Bidders due to technical problems, vidaXL will exercise the right to extend the Auction, but vidaXL is not obliged to do so.

5.3. Bidders are required to follow the instructions and directions given by vidaXL or on its behalf within the framework of the Auction.

5.4. The auction will be held in the order specified in the Auction catalog on the Auction Website. However, vidaXL has the right to deviate from the order.

5.5. The Bidder accepts the special conditions that may arise during an Internet Auction and the (technical) problems that may arise. These problems may include inability to access the Auction Website or a specific Auction, inability to place a Bid, malfunctions or defects in the Auction Website and/or the underlying hardware and/or network connections and/or software running on the Auction Website. Furthermore, maintenance of the Auction Website and/or the underlying system may mean that problems may arise that limit access to the Auction Website and/or the Auction and/or prevent Bidding from taking place.

Article 6 – Product descriptions

6.1. The Product descriptions and all information on the Auction Website are prepared on a "best knowledge" basis. Therefore, it may be that the description of a given Auction is incorrect or incomplete. The Bidder accepts the possibility that the description of a given Product may be incorrect or incomplete and therefore cannot make any claims or assert any rights based on the descriptions and other information.

Article 7 – Bidding

7.1. Bidding must be carried out in the manner specified by vidaXL on the Auction website. The Auction is conducted on the principle of "highest bid". vidaXL has the right to change the manner of conducting a particular Auction at any time during the Auction. vidaXL has the right not to recognize a Bid if, in vidaXL's opinion, there are valid reasons for doing so.

7.2. A bid made by a bidder is considered an offer to vidaXL. The bidder is bound by the Offer, which is binding, irrevocable and unconditional.

Article 8 – Conclusion of a purchase contract

8.1. Any Bid you make on vidaXL Auctions constitutes a legal offer to purchase the item. You are not entitled to withdraw a Bid except in limited circumstances permitted by applicable law, for example where the item does not correspond to the description provided in relation to the item on the website.

8.2. Business customers are not entitled to participate in an auction or to enter into a contract for the purchase of items sold at auction. All bids submitted by business customers are invalid.

8.3. Participation in an Auction does not mean that the goods will ultimately be sold to the Bidder. Even if it is indicated on the Auction Website that the contract in the Auction is concluded with the highest Bidder, this does not necessarily lead to the conclusion of a Purchase and Sale Agreement.

8.4. The Bidder is aware that the goods sold at the Auctions are the property of vidaXL. The purchase and sale contract is concluded between the Buyer and vidaXL.

8.5. In the event that the Provided Product(s) is/are not purchased by the (potential) Buyer within the specified period, the (potential) Buyer is in default by law and vidaXL is entitled to terminate the contract with the (potential) Buyer by written declaration and/or to sell the purchased goods to one or more third parties. The (potential) Buyer is obliged to compensate vidaXL for all damages caused by its breach. After the transfer of ownership of the Provided Product(s) to the (potential) Buyer, the (potential) Buyer can no longer claim termination of the Purchase Agreement.

8.6. If the purchase is not possible due to circumstances beyond the (potential) Buyer's control and which cannot be attributed to the (potential) Buyer (e.g. because third parties have appropriated it), vidaXL is entitled to terminate the contract by written notice to the (potential) Buyer. In this case, vidaXL is not obliged to do more to the (potential) Buyer than to refund the purchase price paid.

Article 9 – Right of withdrawal

9.1. The User may cancel the contract from the moment the order is placed and up to 14 days after receipt of the order, without giving any reason. vidaXL may ask the User for the reason for the cancellation, but shall not be obliged to provide the reason(s).

9.2. The cooling-off period referred to in paragraph 1 shall expire 14 days after the Consumer or a third party other than the carrier and indicated in advance by the Consumer has received the product, or:

- if the User has ordered several products in the same order: the day on which the User or a third party indicated by him received the last product. The Trader may, provided that he has clearly informed the User of this before the ordering process, refuse an order for several products with different delivery times;
- if the delivery of a product consists of several shipments or parts: the day on which the User or a third party indicated by him received the last shipment or the last part;
- in the case of agreements for regular delivery of products over a certain period: the day on which the User or a third party indicated by him received the first product.

Article 10 – Invoicing and payment

10.1. Unless otherwise agreed, the Buyer must pay the amount due within 3 days after the end of the Online Auction.

10.2 Voucher codes cannot be used for products purchased through an auction.

Article 11 – Applicable law

11.1. The law of the Republic of Bulgaria shall apply to these General Terms and Conditions for Auctions and any disputes that may arise from the Auctions.

Article 12 – Other provisions

12.1. vidaXL reserves the right to change the General Terms and Conditions for Auctions at any time. In the event of changes, the new terms and conditions shall apply from the next Auction onwards. The current terms and conditions at the beginning of the transaction shall apply until its completion. Continued use of the Services after changes to the General Terms and Conditions for Auctions shall be deemed to constitute binding acceptance of such changes.