

## IMPORTANT:

These terms and conditions apply to all online bidding at auction sales conducted by Pro Auction or in conjunction with Bidspotter ("Online Bidding"). By registering to participate in a Pro Auction auction sale (a "Sale") via Online Bidding, you expressly agree to these terms and conditions.

These Online Bidding Terms and Conditions are supplemental, meaning that they shall apply in addition to the general Conditions of Sale and other terms and conditions applicable to bidders and buyers participating in the subject Sale (collectively, the "Bid Conditions") and shall be deemed incorporated by reference and made a part of the Bid Conditions for such Sale. The general Bid Conditions are published in the catalogue for the Sale (the "Catalogue") and/or on our web site [www.proauction.com], among other places. Additional information applicable to the Sale may also be set out in the Catalogue, on our web site, and/or in a notice displayed at the Sale venue, and it is your responsibility to review that information. Please be aware that announcements affecting the Sale may also be made orally before and during the Sale without prior notice. In registering to bid at any Sale, you agree to the applicable Bid Conditions.

In addition, use of the Pro Auction Online Bidding service is at all times subject to the Terms & Conditions of Web Site Use [www.proauction.com].

References in this document to "Pro Auction", "we" or "us" mean Pro Auction Limited, or (if different) another Pro Auction Group company that is conducting the relevant Sale and any successors and assigns thereto. References herein to "you" and "your" mean the person or entity registering to bid or bidding in a Sale via the Online Bidding service.

## 1 Registration

- 1.1 Before you can bid via Online Bidding, you must register to bid online. The registration page can be accessed by clicking on the relevant Sale particulars or via the Bidspotter website. Please note that you must be registered at least 12 hours prior to the start of any Sale or you may not be able to bid online in that Sale.
- 1.2 Once you have registered you should keep your account details strictly confidential and you must not permit any third party to use or access your account on your behalf or otherwise. You will be liable for any and all bids made via your account.
- 1.3 You will need to register for each Sale that you wish to bid on. This can be done on the relevant Sale details screen.

## 2 Online Bidding Process

- 2.1 Once you have successfully registered for Online Bidding in a Sale, you will be eligible to bid online at that Sale.
- 2.2 During a Sale, you can bid for a lot by clicking the Bid button. Each bid shall be final and binding as soon as you click the Bid button.
- 2.3 The current bid will be displayed on your screen during the Sale. In the event of a tie between a bid placed by you online and any other identical bid(s) (including bids made in person at the Sale, telephone bids, absentee bids, and other online bids), it will be at the auctioneer's discretion as to which bid shall be accepted.
- 2.4 You can either bid on a lot in accordance with the bidding increments displayed on your screen during the Sale, or you can enter a proxy bid for the lot in excess of the next bidding increment and the auction clerk will bid on your behalf at the lowest level possible, subject to any reserve and other bids made for the lot.
- 2.5 You acknowledge and agree that each bid submitted as provided in these terms and conditions is irrevocable and cannot be amended or corrected, even if submitted in

error and notified to us. You accept full liability for all bids submitted via your Online Bidding account (including the liability to pay in full and on time in accordance with the Bid Conditions for any lot that is the subject of a successful bid submitted from your account).

- 2.6 Please note that Pro Auction reserves the right to reject a registration to bid online, withdraw its permission for you to use Online Bidding, or terminate an Online Bidding account, for any reason at any time prior to, during or after a Sale.

## 3 After The Sale

- 3.1 To find out if you have been successful in your bidding, you may check the results that are published by contacting Pro Auction directly or by inspecting your Bidspotter account for successful bids.
- 3.2 You agree to pay for and collect any lot that is the subject of a successful bid submitted by you or from your Online Bidding account, in accordance with the Bid Conditions

## 4 Use Of The Online Bidding Service And Limitations Of Pro Auction Limited Liability

- 4.1 Lots are available for inspection prior to any Sale, and it is for you to satisfy yourself as to each and every aspect of a lot. You are strongly advised to examine in person any lot on which you may bid or have it examined on your behalf before any Sale.
- 4.2 If you choose to use the Online Bidding service, you do so entirely at your own risk. Access to and use of Online Bidding is dependent upon, among other things, the availability of the internet and the speed and quality of internet connections, and we therefore encourage bidders to attend Sales in person whenever possible.
- 4.3 In certain sales a currency conversion tool is provided on the Online Bidding screen to enable estimates for lots and the final purchase price to be displayed in certain currencies. The currency conversion tool is provided for your convenience only and is an approximate guide to the equivalent amount in the specified currencies. You are therefore advised to conduct your own research into the applicable exchange rates prior to placing a bid. Please note that the Sale is conducted, and all bids must be made, in the currency of the country in which the Sale is held. All bidding increments will be in that currency only. Payment for any lot that is the subject of a successful bid must also be made in the currency of the Sale and not in any other currency (even if that currency is displayed on the currency conversion tool). We do not accept any responsibility for any errors that may occur as a consequence of reliance upon the currency conversion tool.
- 4.4 The content displayed via the Online Bidding service may contain inaccuracies and typographical errors and we do not warrant the accuracy or completeness of the content or that any defects will be corrected. Any reliance on any such content, advice, statement, or other information shall be at your sole risk. We reserve the right, in our sole discretion, to correct any errors or omissions in any portion of the Online Bidding service and to make any changes to the features, functionality or content of the Online Bidding service at any time.
- 4.5 Access to the Online Bidding service is made available as a convenience and on a temporary basis, and we reserve the right to suspend or terminate any aspect or feature of the Online Bidding service (including the Online Bidding service in its entirety) at any time, with or without notice. Without limiting the foregoing, we may suspend access to Online Bidding to carry out scheduled or unscheduled maintenance or for any other reason at any time.

- 4.6 We accept no liability for any failure or delay in executing bids or any errors contained in bids placed via the online bidding service.
- 4.7 Pro Auction and its suppliers provide the online bidding service and the Pro Auction web site "as is" and without any warranty or condition, express, implied or statutory. without limiting the foregoing, we accept no liability for any failures, delays or errors caused by interruptions in the availability of the online bidding service or our web site or any errors or defects in their content or functionality, any software and/or hardware defects (whether yours or ours) and/or any internet connection problems (whether yours or ours), and we do not represent or warrant that the online bidding service or the web site will be error-free, free of viruses or other harmful components, or that any defects will be corrected.

## **5 Changes To These Terms And Conditions**

We may from time to time make changes to these terms and conditions. Any changes will be posted on our website at [www.proauction.com](http://www.proauction.com) and we will endeavour to notify you of the same by means of a notice and link to the revised terms on our web site. Please review these terms and conditions regularly to ensure you are aware of any changes made by us. If you use Online Bidding after changes have been made and posted, you shall be deemed to have agreed to such changes. If you do not agree to such changes, you should not make any subsequent use of the online bidding service

## **6 Governing Law, Etc.**

These Online Bidding Terms and Conditions shall be governed by, and construed in accordance with, the laws that govern the general Bid Conditions in respect of the applicable Sale as specified therein, and by the other terms and conditions as are set forth in such Bid Conditions.