



## Auction Sales Regulations – [www.vehicle.bid](http://www.vehicle.bid)

### INTRODUCTION

The Auction Sales Regulations of [www.vehicle.bid](http://www.vehicle.bid), hereinafter referred to as the Regulations, contain and describe the rights and obligations of bidders and buyers on the one hand, and the owner of the [www.vehicle.bid](http://www.vehicle.bid) platform, Ardor Auctions and consignors on the other. All potential buyers at the auction should carefully read the Auction Terms and Conditions – [www.vehicle.bid](http://www.vehicle.bid) before participating in the auction.

Each vehicle presented on the [www.vehicle.bid](http://www.vehicle.bid) platform is intended for sale under the terms and conditions set out in these Terms and Conditions. The terms and conditions may be changed by means of an appropriate annex or announcement made by the auctioneer before the start of the auction. By bidding in an online auction, bidders and buyers agree to the terms and conditions described in these Rules.

### 1. DEFINITIONS:

#### The Company or Ardor Auctions

Ardor Auctions sp. z o.o. with its registered office in Warsaw, address: ul. Piękna 1A, 00-477 Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS number: 0000532509, with tax identification number (NIP): 521-368-35-28, with share capital of PLN 600,000.00, being the organiser of the Auction.

#### Vehicle Auction

The sale of vehicles entrusted to the Company for a period of 21 days, unless the parties agree otherwise, for the highest possible prices, but not lower than the Minimum Prices specified by the Principal, conducted in accordance with the Vehicle Auction Regulations and applicable law, constituting a public auction within the meaning of Article 2(6) of the Act of 30 May 2014 on consumer rights (Journal of Laws, item 827).

#### Auctioneer

A person appointed by the Auction Organiser to conduct and coordinate the Vehicle Auction on the website [www.vehicle.bid](http://www.vehicle.bid).

#### Minimum Price

The price set by the Vehicle Owner, which must be reached during the auction to select the Vehicle Buyer and conclude the Sales Agreement; known prior to the Auction only to the Auction Organiser and the Auctioneer.



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### **Starting Price**

The price posted on the website [www.vehicle.bid](http://www.vehicle.bid) under the description of the Item, from which the bidding starts. Items are auctioned upwards, i.e. the bidding may end at an amount higher than or equal to the starting price. The starting price always begins at PLN 1,000 (one thousand zlotys), but depending on the item being auctioned, the Auctioneer may decide to change the starting price.

### **Estimated Price (Estimate)**

A range of values for the Vehicle, which is an approximate indicator of the potential Purchase Price of the Vehicle. The estimate does not include the auction fee or any additional fees.

### **Final Price**

The final amount bid for an item at auction. The final price does not include the auction fee, so it is not the actual price (purchase price).

### **Purchase Price**

This is the final price that the buyer is required to pay for the item. It consists of the Final Price, auction fee and any additional fees (indicated in the item description).

### **Documentation**

Documentation concerning the legal, technical and visual condition of the Vehicle, held by the vehicle owner, with copies of the documentation held by the Company, including the registration certificate, insurance policy, documents related to the history of the Vehicle and photographic documentation.

### **Customer**

A person participating in the auction with the intention of purchasing the Item.

### **Consignor**

The owner or representative of the owner to whom the Vehicle belongs, consigned to the auction based on an auction consignment agreement – [www.vehicle.bid](http://www.vehicle.bid) or a Vehicle consignment agreement.

### **Consignor**

A company organising, as part of its business activities, the sale of vehicles entrusted to the Company, in accordance with the Regulations and applicable law, constituting a public auction within the meaning of Article 2(6) of the Act of 30 May 2014 on consumer rights (Journal of Laws, item 827).

### **Vehicle Auction**

Offering a Vehicle for sale via the [www.vehicle.bid](http://www.vehicle.bid) portal during a 21-day Auction, unless the parties agree otherwise, and selling it for the highest price offered by the Bidder, not lower than the Minimum Price specified in the Auction Commission Agreement – [www.vehicle.bid](http://www.vehicle.bid)

### **Bidder**

An Auction participant who has registered in accordance with the requirements of the Regulations.



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### Vehicle Storage Location

The place where the Consignor is obliged to store the Vehicle during the term of the Agreement and, at the request of the Auction Organiser and by prior appointment, to present the vehicle to the Customer.

### Object (Vehicle)

The subject of a single bid conducted during the Auction, described in detail at [www.vehicle.bid](http://www.vehicle.bid) ; hereinafter also referred to as the Vehicle, owned by the Consignor, together with the originals or copies of registration documents, documents confirming ownership and the Consignor's statements regarding the technical and visual condition of the Vehicle, confirmed by photographic documentation, and the legal status of the Vehicle

### Technical Assessment of the Vehicle

Technical assessment carried out by a specialised entity on behalf of the Auction Organiser

### Auction Organiser

Ardor Auctions Limited Liability Company with its registered office in Warsaw, ul. Piękna 1a, KRS 0000532509, NIP 5213683528, REGON 360183852, and the Company's Proxy or persons authorised to act on its behalf based on powers of attorney obtained.

### Bid increment

The amount by which the bid for the auctioned Vehicle is increased. The basic bid increment for Vehicles is PLN 1,000.00 but depending on the auctioned item and the course of the auction, the Auctioneer may decide to change the bid increment.

### Auction Fee

A fee payable to the Auction Organiser, added to the auctioned amount and constituting a component of the Purchase Price. As a rule, it is specified as a percentage calculated based on the Final Price.

### Terms and Conditions

These Auction Sale Terms and Conditions – [www.vehicle.bid](http://www.vehicle.bid)

### Conditional Transaction

A binding offers to purchase the Item at the auction price if the minimum price has not been reached during the auction.

### Pre-auction exhibition

An exhibition or presentation of a vehicle organised by the Company or the Principal prior to the Auction for the purpose of promoting and making the Object available to potential Customers and Bidders. It may be physical or virtual.

### Agreement

Auction Consignment Agreement – [www.vehicle.bid](http://www.vehicle.bid)



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### 2. ARDOR AUCTIONS as a commercial intermediary

Ardor Auctions declares that it acts as an indirect agent acting on its own behalf but on behalf of the Principal authorised to dispose of the Vehicle, unless otherwise specified on the [www.vehicle.bid](http://www.vehicle.bid) website, its amendments or in announcements made public prior to the Auction.

Ardor Auctions declares that the descriptions of the technical condition of the Vehicle are for informational purposes only and may not present the full condition of the Vehicle, its defects and damage. The absence of such information does not mean that the Vehicle is free from defects and damage. The legal and technical condition of the Vehicle indicated in the Auction Catalogue is determined based on the documentation provided by the principal. Ardor Auctions declares that it makes every effort to provide a reliable and bona fide catalogue description of the Vehicle, but reserves that, despite the attention paid to each Vehicle in the process of preparing the description, documentation of the Vehicle's ownership history, renovation and history, the information provided may not be exhaustive, and in some cases certain facts relating to the Vehicle's history may remain undisclosed. In view of the above, Ardor Auctions is not responsible for the assessment of the technical condition of the Vehicle or the catalogue descriptions.

#### 2. ARDOR AUCTIONS as a commercial intermediary

2. 1. Ardor Auctions acts as an indirect representative acting on its own behalf but on behalf of the Principal entitled to dispose of the Object, unless otherwise specified on the [www.vehicle.bid](http://www.vehicle.bid) website or in announcements made at the auction.

2. 2. Conditions for admitting a vehicle to auction:

2. 2. 1. Providing accurate information about the location of the vehicle and the data necessary to prepare the documents for accepting the vehicle for auction (Appendices No. 1 and 2 to the Agreement)

2. 2. 2. Taking photos and describing the vehicle in accordance with the Instructions for preparing documentation (Appendix No. 3 to the Agreement) and sending them by e-mail to: [contact@vehicle.bid](mailto:contact@vehicle.bid).

2. 2. 3. Send the Auction Organiser copies of documents proving ownership of the vehicle: Registration Certificate, Vehicle Card (if available), and in the case of unregistered vehicles, original documents proving the origin of the vehicle, such as the Purchase Agreement, Title, Brief, proof of excise duty payment, etc.

2. 2. 4. Pay the invoice for the organisation of the Auction of the vehicle listed on the [www.vehicle.bid](http://www.vehicle.bid) platform.

### 3. BIDDING AT THE AUCTION

3.1. Participation in the auction is only possible online. To obtain Bidder status and participate in the auction, you must register in the auction system at [www.vehicle.bid](http://www.vehicle.bid). The auctioneer assigns an individual login to the bidder and then confirms their participation in the auction with this login by sending an email to their return address. From then on, the Bidder can participate in any auction using their individual login.

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3. 2. The Company may, in justified cases, refuse to allow persons to participate in the auction or non-auction sale. All bidders must register before the Auction by providing the required information during registration.

3. 3. During the auction, the bidder takes personal responsibility for the payment for the auctioned items, as described in more detail in paragraph 5.3 below.

### 4. AUCTION PROCEDURE

4. 1. The auction is conducted online and lasts for 21 days from the date the item is placed on the Auction on the [www.vehicle.bid](http://www.vehicle.bid) platform, unless the parties have agreed otherwise. The online system displays current bids, identifies bidders using their individual logins, publishes current prices of items, bid history and announces the end of the auction, indicating the winner. The auction of an item ends when the auction time expires. If a new bid is received from a bidder less than 1 minute before the end of the planned auction, the auction is automatically extended by another minute. The closing of the auction at the end of the specified time is tantamount to the conclusion of a sales contract between the Company and the bidder who offered the highest amount. The condition is that the Minimum Price is reached. In the event of a dispute during the auction, the auctioneer shall resolve the dispute or re-conduct the auction for the item in question. [www.vehicle.bid](http://www.vehicle.bid) reserves the right to record the course of the auction using recording devices and to auction only previously registered items.

4. 2. Descriptions contained on the [www.vehicle.bid](http://www.vehicle.bid) platform may be supplemented or changed by the Auctioneer or a person designated by him both before the start of the auction and during the auction, if information relevant to the course of the auction becomes available at that time. The auction is conducted in Polish, but at the special request of an auction participant, some of the bids may be conducted simultaneously in English and German. Such a request should be submitted no later than on the first day of the auction, together with information about which item it concerns. The auction of each item may be preceded by a prior presentation, e.g. photographic and/or film.

4. 3. Unless otherwise indicated by clearly marking such an option, each item is offered subject to a Minimum Price, which is the confidential lowest sale price agreed between the Company and the Consignor. This is the lowest amount for which the Auction Organiser is obliged to sell the item without the additional consent of the Consignor. However, individual items may not have a specified minimum price. If the minimum price is not reached through bidding, the end of the auction results in the conclusion of a Conditional Sale (point 4.8 below). This fact is announced by the Auctioneer after the end of the Auction.

4. 4. The Auctioneer may withdraw any item at any time and re-list it for Auction. This may occur in the event of the conclusion of an Auction that has not reached the minimum price or in the event of an error or dispute regarding the outcome of the auction. In the above case, the Auctioneer may take any action it deems appropriate and reasonable. If any dispute arises after the auction regarding the result of the bidding, the result of the auction sale shall be considered final.

4. 5. The auctioneer starts the bidding, and the auction system accepts bids from bidders in multiples of PLN 100 (one hundred zlotys).

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4. 6. Auction prices are quoted in Polish zlotys, and payment should be made in this currency, unless the item on the [www.vehicle.bid](http://www.vehicle.bid) platform is priced in another currency, e.g. Euros or US dollars. In this case, bidding is conducted in the currency of the price and converted at the average exchange rate of the National Bank of Poland on the previous day.

4. 7. The bidder who offered the highest amount accepted by the system is the winner of the auction. The end of the time for submitting bids in an online auction or the announcement of the end of the Auction means the acceptance of the highest bid and the conclusion of a sales contract between the Company and the buyer. The risk and responsibility for the Item passing into the ownership of the buyer are described in paragraph 6 below.

4. 8. If the Minimum Price is not reached during the auction, a Conditional Sale is made. It is treated as a binding offer to purchase the Item at the auction price. The Company undertakes to negotiate the price with the consignor within the next 48 hours but does not guarantee the possibility of purchase at the auction price. If, during the negotiations, the customer decides to raise the offer to the minimum price level or the auctioned amount is accepted, the sales contract is concluded. If the negotiations are not successful within 48 hours after the end of the official auction, the Item is considered unsold and may be put up for auction again at the last offered price. During this period, we reserve the right to accept post-auction offers equal to the minimum price for Items auctioned conditionally. If we receive such an offer from another bidder, we will inform the customer who bid conditionally on the Item. In this case, the customer has the right to raise their bid to the minimum price and then has the right of first refusal to purchase the Item. Otherwise, the conditional transaction will not take place, and the Item may be sold to another bidder.

4. 9. Any sale of Items offered at the Auction outside of the Auction is also subject to these Terms and Conditions.

### **5. PURCHASE PRICE AND AUCTION FEE**

5. 1. The Auction Organiser adds an Auction Fee to the auctioned amount. It constitutes part of the final price of the Item and amounts to 1% of the auctioned amount, but not less than PLN 2,000 (two thousand zlotys) in the case of vehicles. In the case of Items other than vehicles, with a value of up to PLN 5,000, the auction fee is PLN 100. The auction fee also applies to non-auction sales, if the Item has not been sold at auction.

5. 2. Withdrawal from the transaction for reasons attributable to the Customer who won the auction does not release them from the obligation to pay the Auction Fee.

5. 3. The Final Price, including the auction fee, includes VAT. The Auction Organiser issues VAT margin invoices for the purchased Items. It issues them at the express request of the customer, no later than seven days from the date of the auction of the Item. In the case of vehicles registered in countries other than Poland, the buyer is responsible for any excise duty and other legally required fees, unless the parties have agreed otherwise.

5. 4. Other taxes and fees may be added to the auctioned amount if this is indicated in the announcement with appropriate descriptions.

5. 5. Unless otherwise agreed, the buyer is obliged to pay the amount due within 5 working days from the date of the auction, regardless of whether an export licence or other permits have been obtained.



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Payments are to be made in Polish zlotys by bank transfer to the account of mBank SA 25 1140 2062 0000 3056 1400 1006. The title of the transfer should include the name of the auction, the date of the auction, the name and the auction number.

5. 6. All transactions are made in Polish zlotys. Upon special request and prior agreement, we accept payments in euros or US dollars. The value of a transaction paid in a different currency other than the Polish zloty will be increased by a handling fee of 1%. We make the conversion at the daily mBank currency purchase rate.

5. 7. Ownership of the purchased Item will not be transferred to the buyer until the Company receives the full purchase price for the Item, including the auction fee. The Company is not obliged to issue a permit for the transfer of the Item to the buyer by the principal until the ownership of the Item is transferred to the buyer. Any earlier transfer of the Item to the buyer shall not be tantamount to the transfer of ownership of the Item to the buyer or release from the obligation to pay the purchase price.

### **6. COLLECTION OF THE PURCHASED ITEM**

6. 1. The collection of auctioned vehicles is possible after payment of the full purchase price and settlement of other payments to the Company and its affiliated companies. As soon as the buyer has met all the requirements, they should contact the Company to arrange collection of the vehicle.

6. 2. Once the requirements specified in point 6.1. above have been met, the Company shall provide the buyer with the vehicle owner's details for the purpose of collection. The transport of the vehicle is the responsibility of the buyer. The Company may recommend companies that can assist in the transport of the vehicle, but it does not take responsibility for the quality or performance of this service.

6. 3. The buyer should collect the purchased Item within 7 days of the payment being credited. After 5 days from the date of the auction, the risk of loss and damage to the uncollected Item, as well as the costs associated with such Item, including the costs of its insurance, shall pass to the buyer.

6. 4. If the customer chooses a transport company themselves, they should inform the Company by phone or email before the planned collection of the vehicle, and their representative should contact the vehicle owner to arrange a collection date.

### **7. NON-PAYMENT**

If the buyer fails to pay the full purchase price for the Object within 7 days of the auction date, the Company, as the seller, without prejudice to other rights, may apply one or more of the following legal measures:

- a. Inform the vehicle owner of this fact and agree on further action. Such agreement must be confirmed by e-mail.
- b. Withdraw from the sale of the Item, retaining the fees paid to date to cover costs and damages.
- c. Reject the buyer's order in the future or execute such an order on condition that a deposit is paid.
- d. Charge statutory interest from the due date of payment until the full purchase price is paid.
- e. Resell the Object at auction or privately with estimates and a minimum price set by the Company. If the Object is sold at the second auction for less than the purchase price at which the buyer bid for





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the Object, the buyer in default shall be obliged to cover the difference together with the costs of conducting the additional auction.

f. Initiate legal proceedings against the buyer to recover the arrears.

g. Set off the buyer's receivables from the Company against the Company's receivables from that buyer arising from other transactions.

h. Take any other action appropriate to the circumstances.

### **8. CUSTOMER PERSONAL DATA**

In connection with the services provided and legal requirements related to conducting auctions, the Company may require customers to provide personal data or, in certain cases (e.g. to verify solvency, certify customer identity or prevent fraud), obtain customer data from third parties. The Company may also use the personal data provided by the customer for marketing purposes, providing materials about products, services or events organised by affiliated companies. By accepting the Vehicle Auction Terms and Conditions - [www.vehicle.bid](http://www.vehicle.bid) and providing personal data, customers agree that the Company and its affiliates may use this data for the above purposes. If the customer would like more information about the privacy policy, correct their data or opt out of further marketing correspondence, they are asked to contact us by phone or email.

### **9. LIMITATION OF LIABILITY**

9. 1. Ardor Auctions fully excludes all warranties permitted by law.

9. 2. Ardor Auctions' total liability shall be limited solely to the purchase price paid by the buyer.

9. 3. Ardor Auctions is not responsible for verbal or written errors in the information provided to customers and is not liable to any bidder for errors during the auction or committed in any other area related to the sale of the vehicle.

9. 4. Ardor Auctions shall not be liable to the buyer for damages exceeding the purchase price, regardless of whether such damage is characterised as direct, indirect, special, incidental or consequential. Ardor Auctions shall not be obliged to pay interest on the purchase price.

9. 5 No provision contained in these Terms and Conditions of Vehicle Auction Sales - [www.vehicle.bid](http://www.vehicle.bid) excludes or limits the Company's liability to the buyer arising from any fraud or deliberate misrepresentation, or from wilful misconduct.

### **10. COPYRIGHT**

The copyright to all photographs, videos, illustrations, descriptions and texts related to the Object, prepared by or for the Company, including the content of advertisements on the [www.vehicle.bid](http://www.vehicle.bid) website, is transferred to the Company.

### **11. GENERAL PROVISIONS**

11.1. These Auction Terms and Conditions – [www.vehicle.bid](http://www.vehicle.bid) of the Company, together with subsequent amendments and supplements referred to in paragraph 1 above, exhaust all rights and obligations between the parties in relation to the sale of the Property.



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11.2. All notifications should be sent in writing to the Company's address. Notifications to customers will be sent to the address provided in the last letter.

11. 3. If any provision of the Auction Terms and Conditions – [www.vehicle.bid](http://www.vehicle.bid) proves to be invalid, ineffective or unenforceable, the remaining provisions shall remain in force. Failure to act or delay in exercising the rights under the Auction Terms and Conditions – [www.vehicle.bid](http://www.vehicle.bid) does not constitute a waiver of rights or exemption from obligations, nor does it invalidate the validity of all or part of the provisions of the Auction Terms and Conditions – [www.vehicle.bid](http://www.vehicle.bid).

11. 4. All complaints shall be considered in accordance with the provisions of Polish law. If the purchaser of the Vehicle is a consumer, Ardor Auctions shall not be liable under the warranty for physical defects if it is discovered after one year from the date of delivery of the item to the buyer. Ardor Auctions shall not be liable to non-consumers for hidden physical defects and legal defects of the purchased Items.

### 12. APPLICABLE LAW

The rights and obligations of the parties arising from these Auction Terms and Conditions – [www.vehicle.bid](http://www.vehicle.bid), the course of the auction and any matters related to the above provisions are subject to Polish law. Ardor Auctions draws particular attention to the provisions of:

1) the Act of 23 July 2003 on the protection and care of monuments (Journal of Laws No. 162, item 1446, item 1568, as amended) – the export of certain Items outside the country requires the consent of the relevant authorities,

2) the Act of 21 November 1996 on museums (Journal of Laws of 1997, No. 5, item 24, as amended) – registered museums

have the right of first refusal to purchase monuments directly at auction for the auctioned amount plus the auction fee,

3) the Act of 16 November 2000 on counteracting the introduction into financial circulation of assets derived from illegal or undisclosed sources and on counteracting the financing of terrorism (Journal of Laws of 2000, No. 116, item 1216, as amended) – The Auction House is obliged to collect personal data of buyers making transactions more than EUR 15,000.

### 13. TECHNICAL CONDITION OF VEHICLES

Descriptions of the technical condition of the vehicle in the advertisements are for information purposes only and do not present the full condition of the vehicle, its defects and damage. The absence of such information does not mean that the Item is free from defects and damage. The legal and technical condition of the Vehicles indicated in the advertisement posted on the [www.vehicle.bid](http://www.vehicle.bid) platform is determined based on the Documentation provided by the Owners. We provide a reliable description of the Object entrusted to us for sale, prepared with the utmost care. It is prepared in good faith, using the experience and expertise of our employees and experts cooperating with us. Despite the attention paid to each of the Objects in the process of preparing the description, documentation of ownership history, renovation, and vehicle history, the information presented may not be exhaustive, and in some cases, certain facts relating to the ownership history of the vehicle may



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remain undisclosed. In view of the above, the Company is not responsible for assessing the technical condition of the vehicle, and it is sold without any guarantees issued by the Company.

E-mail addresses:

[contact@vehicle.bid](mailto:contact@vehicle.bid)

[www.vehicle.bid](http://www.vehicle.bid)

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REGON: 360183852

KRS: 0000532509

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