

Terms and conditions

Eterne B.V. is established at Boothstraat 5, 3512 BT, Utrecht, the Netherlands.

Eterne B.V. is listed in the Trade Register of the Amsterdam Chamber of Commerce under number 69244103.

The website www.eterne.co and its related sites, services, applications, and tools (each and collectively, the "Site") are owned and operated by Eterne B.V. ("Eterne," "Us" or "We"). These terms and conditions ("Terms") govern your ("Buyer") use of the Site and your conduct on the Site.

- **Acceptance of Terms and Privacy Policy; Modification**

Eterne provides you with access to and use of the Site subject to your compliance with these Terms and the Site's privacy policy, available [here](#). Your use of the Site constitutes your express agreement to these Terms and our privacy policy. If you do not agree to these Terms or our privacy policy, you may not access or use the Site.

We may modify these Terms from time to time without notice to you. We encourage you to check the Site frequently to see the current Terms in effect and any changes that may have been made. By using the Site following any modifications to the Terms you agree to be bound by the modifications.

Any inquiries concerning these Terms should be directed to us at the address below.

- **Consent to Processing; International Use**

By providing any personal information to the Site, all users fully understand and unambiguously consent to the collection and processing of such information. For further information, please see our privacy policy.

Buyers agree to comply with all applicable laws, rules and regulations in connection with their use of the Site. The Site may be used only for lawful purposes and in a lawful manner.

- **Operation of the Site and the Role of Eterne**

The Site provides an online platform for appropriately qualified sellers ("Dealers") to offer to sell goods ("Items") to Buyers. The sale is directly between the Buyer and the Dealer.

Eterne protects buyers in the cases that purchases never arrive, arrive broken, or significantly different than described in the platform. If there is a situation that any of the previously cases occurs, Eterne will contact the dealer to arrange a replacement, repair or refund for the buyer if Eterne is contacted by the buyer within 14 days of receiving the item.

Eterne is an intermediary and not an agent or fiduciary for either the Buyer or the Dealer for any purpose. Eterne is not responsible for the actual sale of Items and does not control the information provided by Dealers or Buyers nor their acts or omissions. Eterne is independent

from the Buyer and Dealer and no partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the operation of this Site by Eterne.

By using the Site, Buyers select and purchase goods marketed by Dealers, solely of their own initiative, placing orders via the Site. You acknowledge that Eterne has no control over any sales terms ultimately entered into between you and a Dealer.

We are not responsible for the delivery of or transfer of legal ownership of Items from a Dealer to you. We are not responsible for the delivery of payment from you to the Dealer unless we explicitly agree to be. We have sole control over the look, feel, content, operations and evolution of the Site, and may modify the Site and any content in our sole discretion.

Eterne may, but is not obligated to, provide intermediary services between the Buyer and Dealer in connection with customer service or dispute resolution matters. In the event Eterne elects in its sole discretion to provide intermediary services, then the decision of Eterne is final and binding on all parties and cannot be appealed, challenged or reversed.

- **Relationship of the Parties**

The Dealer is responsible for accurately describing the Items it is offering to sell and for delivering the Items to the Buyer in accordance with the arrangements made between Buyer and Dealer, including transfer of title and payment of sales tax or VAT or import/export duty to the appropriate authority.

The Buyer is responsible for determining the value, condition and authenticity of the Items being purchased and to pay the purchase price to the Dealer including the shipping of the Items purchased.

The agreements between the Buyer and the Dealer shall not be governed by the U. N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

- **Eligibility to Use the Site**

You must be 18 years of age or older to use this Site. The Site is designed for persons with experience with, and who are accustomed to, buying Items based on photographs and the Buyer represents having such experience.

- **Site Use Termination**

Eterne expressly reserves the right to terminate the use of, or to refuse to permit the use of, the Site by any person or entity, at the sole discretion of Eterne, for any reason or no reason at all, and without prior notice.

- **Registration and Account Access**

Registration may be required in order to use the Site.

Registrants are required to provide certain information and to select a password to be used to create and access their accounts. This password and other registration details should be kept safe and not shared with anyone. Registrants may voluntarily provide additional information in the registration process to personalize their accounts. Registrants may access their accounts to view their profile information as well as transaction information by clicking the icon on the home page of the Site after logging in.

Buyers may cancel their registration and account at any time. For your security, requests to terminate accounts MUST originate from the registered email account at Eterne addressed to info@eterne.co. Under no circumstances will a cancellation request received via the phone or otherwise be accepted.

- **Item description, pricing and availability; Site unavailability**

Dealers are responsible for the accuracy in describing the Items on the Site. Eterne relies on the Dealers for such information and is not responsible in any way for the description of Items on the Site provided by the Dealer.

However, due to the nature of the internet, occasional glitches, service interruptions or mistakes may cause unintended inaccuracies to appear on the Site. Eterne has the right to correct inaccuracies or mistakes that come to its attention and to void any purchases of Items that display an inaccurate price or description.

You acknowledge that temporary interruptions in the availability of the Site may occur from time to time as normal events.

Also, we may decide to cease making available the Site or any portion of the Site at any time and for any reason. Under no circumstances will Eterne or the Dealers be held liable for any damages due to such interruptions or lack of availability.

Because most of the Items displayed on the Site are unique and are offered by Dealers that usually have retail opportunities for the sale of the Item independent from Eterne, all Items displayed on the Site are offered for sale strictly subject to availability.

The Buyer is aware that unless otherwise stated, the Items are not new nor in perfect condition and may require touch-up or repairs prior to use and that the available information about these Items may be limited. The Site is designed to provide the Buyer access to Items as the Dealers present them. Accordingly, Eterne does not verify any information provided by the Dealer (or its representative selling an Item) and Eterne makes no representations or warranties with respect to the Dealer, the Item or the information related to the Item.

- **The Sale Process**

When a Buyer identifies an Item for purchase, the Buyer may make an offer to purchase the Item directly through the Site's checkout page or by contacting Eterne through any method listed on the Site. At that time the Buyer shall submit valid payment information to Eterne for payment of the Total Purchase Price. The "Total Purchase Price" is the price agreed to on the Site between Buyer and Dealer and includes (i) the agreed price of the Item (the "Purchase Price"); (ii) if applicable, shipping fees and (iii) any taxes or levies that the Dealer is required to collect from the Buyer under applicable law at the time of sale. By making an offer to purchase, the Buyer irrevocably agrees to pay the Total Purchase Price and the Dealer agrees to sell the Item for the Total Purchase Price once a Sale Confirmation is issued to the Buyer. Once made, an offer may not be cancelled or revoked by the Buyer unless the offer was made at a time when the Total Purchase Price was yet to be confirmed e.g. because the shipping fees were unknown at the time of placing an offer (and subject to any statutory rights a Buyer may have).

An offer is deemed "accepted" by the Dealer and the sale is confirmed between the Buyer and the Dealer when a confirmation ("Sale Confirmation") is posted to the Buyer's account in the "offer status section" that (a) the Buyer's offer or subsequent counteroffer to purchase the Item has been accepted and confirmed by the Dealer, or (b) the Buyer's acceptance of the Dealer's counteroffer has been acknowledged, accepted and confirmed by the Buyer. Notwithstanding anything to the contrary contained herein, in the event(s) of an error by Dealer as to availability of the Item or an error by the Dealer or Eterne as to acceptance of the Buyer's offer or counter-offer, or any other error on Dealer's or Eterne's part with respect to a Sale Confirmation or the operation of the Site, the Dealer and/or Eterne reserve the right in their sole and absolute discretion to rescind that Sale Confirmation without penalty to any party.

Once a Dealer and Buyer agree on the terms of the sale of an Item, a binding contract between the Buyer and the Dealer with respect to the sale and purchase of that Item is created.

- **Payment for Products Purchased**

The Buyer hereby irrevocably authorizes Eterne upon Sale Confirmation to charge the Buyer's credit card or other payment methods for an amount equal to the Total Purchase Price.

If for any reason after receipt of the Sale Confirmation, Buyer cancels a payment made by credit card or any other means or the Buyer otherwise fails to make any payment(s) with respect to the Total Purchase Price, Buyer shall remain liable to the Dealer for the full Total Purchase Price and any costs related to the sale of the Item including but not limited to taxes, storage and handling fees if applicable and any costs incurred by Eterne associated with collecting any amount due to the Dealer including but not limited to legal fees and costs related to currency fluctuations.

Without limitation to the preceding sentence and in addition to any other remedies at law or equity, in the event of Buyer default, Eterne reserves the right, at its election, to retain any and all payments paid by Buyer prior to Buyer default with respect to the Item and to cancel the sale of the Item without any further obligation to Buyer. The Buyer acknowledges and agrees that damages to Eterne and/or the Dealer in the event of Buyer Default will be difficult or impossible

to prove and that the paid amount is reasonable compensation to Eterne and/or the Dealer for damages suffered and constitutes liquidated damages and not a penalty.

- **Right of Cancellation**

Where the EU Consumer Rights Directive (2011/83/EU) as implemented into national law in the various EU jurisdictions applies to a Buyer, unless one of the exceptions below applies, such a Buyer has the right to cancel its order without giving reason within 14 days from the day on which that Buyer or a third party indicated by the Buyer receives an Item. The Buyer must inform the Dealer of its decision to cancel the order in writing within this period. The Dealer must reimburse all payments received from this Buyer/Eterne for the Items purchased and the Buyer will incur no fee as a result of such reimbursement. However, reimbursement may be withheld until the Dealer has received the Items back from the Buyer. The Buyer must send back the Items following the instructions of the Dealer. The Buyer will bear the cost of returning the Items to the Dealer. The Buyer may lose this right if the value of the Items returned diminishes due to the handling of the Items.

The right of cancellation does not apply to: (a) the supply of Items made to the Buyer's specifications; (b) the supply of Items which may deteriorate or expire rapidly; (c) the delivery of Items which are not suitable for return due to health protection or hygienic reasons if unsealed by the Buyer after delivery, or which are, after delivery, mixed with other items; (d) the delivery of sealed video or audio recordings or of sealed software if unsealed by the Buyer after delivery; and (e) the supply of digital content if the Buyer accepted when it placed the order that delivery could be started and that the Buyer could not cancel once delivery had started.

- **Sales are "As-Is"**

All Items displayed on the Site are sold "AS IS". Neither the Dealer nor Eterne makes any guarantee, warranty or representation, expressed or implied, to any Buyer with respect to any Item, including without limitation, its condition, merchantability, fitness for a particular purpose, quality, rarity, importance, provenance, designer or creator, exhibitions, literature, historical relevance or otherwise. No statement anywhere, whether oral or written, shall be deemed any such guarantee, warranty or representation. Eterne makes no representation or warranty as to whether the Buyer acquires any reproduction rights or other intellectual property rights in any Item.

- **Taxes and Import/Export Duties**

The Buyer is entirely responsible for paying all sales and use taxes, VAT, export and/or import taxes and duties and all transactional taxes or levies related to the purchase of each Item purchased (collectively, "Taxes"). It is the Buyer's responsibility to establish and/or document any applicable exemption from Taxes. The Buyer must determine, pay, collect, remit and report to the appropriate taxing authority the correct amount of all export and/or import taxes or duties payable upon export of the Item from its country of origin and import into the Buyer's country of residence or any other country.

- **Import/Export Restrictions**

Some of the Items sold on the Site may require cultural, customs and endangered species permits for export from the country where they are located and import into the Buyer's country. Items may also be subject to a right of the country from which they are exported to purchase the Items from the Buyer, sometimes called a "right of preemption". Neither the Dealer nor Eterne makes any representation, gives any warranty or shall have any liability to the Buyer in respect of the requirement for, or the availability, or issuance of valid export or import permits or the existence or exercise of preemption rights to purchase by governmental or regulatory authorities anywhere.

If the listing of any Item on the Site discloses that the Item requires a cultural export permit or the Dealer, or Eterne discloses such requirement after confirmation of the sale but before the shipper picks up the Item, or the Buyer first learns that an export permit is required after the Item has been picked up by the shipper, and the Dealer is unable to obtain the export permit within thirty (30) days after the later of confirmation of the sale or disclosure of the requirement for the export permit, the Buyer may rescind the sale of such Item by giving written notice to Eterne and the Dealer within seven (7) business days after expiration of the applicable thirty (30) day period. In no event shall the Buyer be entitled to rescind a sale more than ninety (90) days after the date of the sale to the Buyer.

If the sale is rescinded, the Buyer shall cause the affected Item to be returned to the Dealer at the Buyer's cost unless otherwise agreed. Upon such return, Eterne and/or the Dealer shall return to the Buyer the Total Purchase Price. The benefit of this right of rescission is not assignable and belongs solely to the Buyer.

- **Transfer of Title/Risk of Loss**

The Dealer will convey the Item free and clear of encumbrances upon receipt of the Sales Confirmation by the Buyer and receipt by Eterne of the Total Purchase Price.

In the case of Buyer-arranged shipping, risk of loss and title for such Items pass to Buyer upon Dealer's delivery of the Item to the carrier selected by the Buyer for shipment or when the Buyer picks up the Item from the Dealer. In the case of Dealer arranging shipping, risk of loss and title for such Items pass to Buyer upon Buyer's receipt of the Item. The Dealer represents that the Dealer is the sole owner of each Item the Dealer is offering for sale on the Site or that the Dealer is duly authorized by the owner of the Item to sell the Item and that the Dealer will transfer ownership of the Item to the Buyer free from any claims by third parties.

- **Shipping**

The Dealer arranges crating, packaging, shipping and freight insurance. Upon Buyer's request Dealer shall provide shipping information including the name of the freight carrier, the complete cost of shipment from Dealer to Buyer's designated receiving address, the cost of any duty or other charges to be paid by Buyer, the cost of freight insurance and the name of such insurance provider, as well as any costs or fees to be charged by Dealer for crating or packaging the Items

for shipment. Buyer and Dealer shall mutually agree on shipment terms and Buyer shall prepay all shipment costs for Dealer-arranged shipping.

- **Buyer Business Practices and Obligations**

We expect and require Buyers to comply with the following business practices:

- Buyers shall treat all Dealers and Eterne with respect and without discrimination;
- Buyers must obtain appropriate insurance for all shipments at Buyer's sole cost for buyer-arranged shipping;
- Buyers shall provide accurate account information and keep contact information up to date; and
- Buyers shall make payment immediately, via major credit card with sufficient available balance or other means to pay the Total Purchase Price when it becomes due.

- **Refusal of Transaction**

Eterne reserves the right to withdraw any Item from the Site or to amend any content on the Site at any time in its sole discretion. Eterne may refuse service to anyone at any time in its sole discretion. Eterne will not be liable to any Buyer or any other third party because it has withdrawn any Item from the Site, amended any of the content or denied access to the Site.

- **Copyright Infringement.**

If you believe that your work has been copied in a way that constitutes copyright infringement or if you become aware that material appears on this Site in violation of a copyright or other intellectual property rights, please notify us by email at info@eterne.co.

- **Modification to Site; Monitoring**

We reserve the right, for any reason, in our sole discretion and without notice to you, to terminate, change, suspend or discontinue any aspect of the Site, including, but not limited to, information, products, data, text, music, sound, photographs, graphics, video, messages or other materials ("Content"), features and/or hours of availability, and we will not be liable to you or to any third party for doing so. We may also impose rules for and limits on use of the Site or restrict your access to part, or all, of the Site without notice or penalty. We have the right to change these rules and/or limitations at any time, in our sole discretion.

Eterne reserves the right, but accepts no obligation, to monitor any activity and content on the Site. Eterne may investigate any reported violations of applicable law, rule or regulation applicable to Buyers or transactions on the Site and take action that it deems appropriate, including but not limited to issuing warnings, suspending or terminating service, denying access or removing any content from the Site.

- **Prohibited Site Use; Security Rules and User Submitted Content**

The Site may be used only for lawful purposes by individuals using authorized services of Eterne. You are responsible for your own communications, including the upload, transmission and posting of information, and are responsible for the consequences of their posting on or

through the Site. Eterne specifically prohibits any use of the Site, and requires all users to agree not to use the Site, for any of the following:

- Posting any information or using a payment mechanism which is incomplete, false, inaccurate or not your own;
- Impersonating another person;
- Constituting or encouraging conduct that would constitute a criminal offense, giving rise to civil liability or otherwise violate any city, state, national or international law or regulation or which fails to comply with accepted Internet protocol;
- Posting material that is copyrighted or otherwise owned by a third party unless you are the copyright owner or have the permission of the owner to post it;
- Posting material that reveals trade secrets, unless you own them or have the permission of the owner;
- Posting material that infringes on any other intellectual property, privacy or publicity right of another; or
- Attempting to interfere in any way with the Site's or Eterne's networks or network security, or attempting to use the Site's service to gain unauthorized access to any other computer system.

If we allow you to upload User Content, you may not:

- provide User Content that you do not have the right to submit, unless you have the owner's permission; this includes material covered by someone else's copyright, patent, trade secret, privacy, publicity, or any other proprietary right;
- forge headers or manipulate other identifiers in order to disguise the origin of any User Content you provide;
- provide any User Content that contains lies, falsehoods or misrepresentations that could damage us or anyone else;
- provide User Content that is illegal, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourage conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
- impersonate anyone else or lie about your affiliation with another person or entity in your User Content;
- use meta tags or any other "hidden text" utilizing any of our or our suppliers' product names or trademarks in your User Content; or
- provide User Content which disparage us or our vendors, partners, Dealers, representatives and affiliates.

- **Proprietary Rights**

As between you and Eterne, (or other company whose marks appear on the Site), Eterne (or the respective company) is the owner and/or authorized user of any trademark, registered trademark and/or service mark appearing on the Site, and is the copyright owner or licensee of the Content and/or information on the Site, unless otherwise indicated.

Except as otherwise provided herein, use of the Site does not grant you a license to any Content, features or materials you may access on the Site and you may not modify, rent, lease, loan, sell, distribute or create derivative works of such Content, features or materials, in whole or in part.

Any commercial use of the Site is strictly prohibited, except as allowed herein or otherwise approved by us. You may not download or save a copy of any of the Content or screens for any purpose except as otherwise provided by Eterne. We do not grant any license or other authorization to any user of our trademarks, registered trademarks, service marks, other copyrightable material or any other intellectual property by including them on the Site.

The information on the Site including, without limitation, all site design, text, graphics, interfaces, and the selection and arrangements is protected by law including copyright law.

Product names, logos, designs, titles, graphics, words or phrases may be protected under law as the trademarks, service marks or trade names of Eterne B.V. or other entities. Such trademarks, service marks and trade names may be registered in the United States and internationally.

Without our prior written permission, you agree not to display or use our trademarks, service marks, trade names, other copyrightable material or any other intellectual property in any manner.

Images created or produced or modified by Eterne. All images created or produced or modified by Eterne are the sole property of Eterne. Eterne may use any such image to promote the Site or for any other purpose at any time without restriction.

- **Links to Third Party Sites**

You may be able to link to third party websites ("Linked Sites") from the Site. Linked Sites are not, however, reviewed, controlled or examined by us in any way and we are not responsible for the content, availability, advertising, products, information or use of user information or other materials of any such Linked Sites, or any additional links contained therein. These links do not imply our endorsement of or association with the Linked Sites. It is your sole responsibility to comply with the appropriate terms of service of the Linked Sites as well as with any other obligation under copyright, secrecy, defamation, decency, privacy, security and export laws related to the use of such Linked Sites and any content contained thereon. In no event shall we be liable, directly or indirectly, to anyone for any loss or damage arising from or occasioned by the creation or use of the Linked Sites or the information or material accessed through these Linked Sites. We reserve the exclusive right, at its sole discretion, to add, change, decline or remove, without notice, any feature or link to any of the Linked Sites from the Site and/or introduce different features or links to different users.

Permission must be granted by us for any type of link to the Site. To seek our permission, you may write to us at the address below. We reserve the right, however, to deny any request or

rescind any permission granted by us to link through such other type of link, and to require termination of any such link to the Site, at our discretion at any time.

- **Indemnity**

All Site users agree to defend, indemnify and hold Eterne, its directors, officers, employees, agents, vendors, partners, contractors, representatives and affiliates harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, in any way arising from, related to or in connection with their use of the Site, their purchase or sale of Items, the nature or quality of items, their disputes with any Dealer in connection with use of the Site, their violation of any law, their violation of these Terms or their posting or transmission of any User Content or materials on or through the Site, including, but not limited to, any third party claim that any information or materials such Site user provides infringes any third party proprietary right. All Site users agree to cooperate as fully as reasonably required in the defense of any claim.

- **Disclaimer of Warranties**

You understand and agree that:

The site is provided on an "as-is" and "as available" basis. Eterne makes no representation or warranty of any kind, express or implied, with respect to the site, any items offered for sale or sold on or through the site or any dealer, including without limitation:

- any representation or warranty that the Site meets the Buyer's requirements, will always be accessible, uninterrupted, timely, secure or operate without error or that defects will be corrected;
- any representation or warranty with respect to title to or delivery of any Item;
- any representation or warranty with respect to intellectual property rights in any Item;
- any representation or warranty that any Item conforms to its description or the colours, texture and detail shown on the Buyer's computer monitor;
- any representation or warranty regarding the character, reputation or business practices of the Dealer;
- any representation or warranty concerning the availability, accuracy, completeness, usefulness, or content of information; or
- any representation or warranty of title, non-infringement, merchantability or fitness for a particular purpose.

The Buyer must direct all claims regarding any Item to the Dealer and must resolve any dispute regarding any Item directly with the Dealer.

No advice, results or information, or materials whether oral or written, obtained by you through the Site shall create any warranty by Eterne not expressly made herein. If you are dissatisfied with the Site, your sole remedy is to discontinue using the Site.

Any material downloaded or otherwise obtained through the use of the site is done at your own discretion and risk and you will be solely responsible for any damage that results from the download of any such material.

Eterne does not endorse, warrant or guarantee any products or services offered or provided by or on behalf of dealers on or through the site. Eterne is not a party to any transaction between buyers and dealers unless requested and notified to the parties.

- **Limitation of Liability**

In no event shall Eterne, its affiliates or any of their respective directors, officers, employees, agents, partners, subsidiaries, divisions, successors, suppliers, distributors, affiliates vendors, contractors, representatives or content or service providers be liable for any indirect, special, incidental, consequential, exemplary or punitive damages arising from or directly or indirectly related to the use of, or the inability to use, the site or the content, materials and function related thereto, including, without limitation, loss of revenue, or anticipated profits, or lost business, data or sales, or cost of substitute services, even if Eterne or its representative or such individual has been advised of the possibility of such damages.

- **Miscellaneous**

If any provision of these Terms is deemed unlawful, void or for any reason unenforceable, such provision(s) will be deemed severable from the rest of the Terms and will not affect the validity and enforceability of the rest of the Terms. Failure of Eterne to exercise any rights or remedies will not constitute a waiver of any rights or remedies available to Eterne under these Terms or at law.

These Terms represent the entire agreement between you and Eterne and supersede and replace any other agreement between the parties including but not limited to any previous Terms as they may have applied between you and Eterne.

- **Applicable Law/Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

Any disputes which may arise out of or in connection with these Terms, shall be brought before the competent court in Utrecht, the Netherlands, which shall have exclusive jurisdiction in connection with such dispute.

- **Contact Us**

To contact us with any questions, notices or concerns in connection with these Terms or the Site please write to us at: Eterne B.V., Boothstraat 5, 3512 BT, Utrecht, the Netherlands or email us at info@eterne.co.