



# TERMS OF USE

European Whisky Auctions B.V. (EWA) provides an online auction platform (the Platform) where you can discover, buy and sell rare, exclusive and collectible whisky. Users using the Platform are required to accept and comply with the rules set out in these Terms of Use.

The Terms of Use consist of three parts:

1. General Terms and Conditions
2. Additional terms and conditions for Sellers on the Platform
3. Additional Terms and Conditions for Buyers on the Platform

In addition, the Terms of Use contain a number of appendices which form an integral part of these terms and conditions:

1. Appendix A contains a list of all capitalised words in these General Terms and Conditions.
2. Appendix B contains an overview of the countries in which the Platform is available.
3. Appendix C contains a schematic representation of the indication of the filling level of a bottle.
4. Appendix D contains the EWA rates.

VERSION FEBRUARY 2021

# General Terms and Conditions

## Article 1: Applicability

1. The Terms and Conditions apply to all activities of EWA. By creating a Platform account, the User agrees to these Terms and Conditions.
2. The applicability of any general terms and conditions of the User, however named, is hereby expressly rejected.
3. If any provision of these General Terms and Conditions is null and void or is voided, the other provisions of these General Terms and Conditions will remain in full force.
4. If EWA, on its own initiative, deviates from the General Terms and Conditions in favour of the User, the User cannot derive any rights from this

## Article 2: Minimum age limits

1. You must be of legal age to bid on the Platform in your country or jurisdiction. In the Netherlands, this is 18 years of age, but it may be different in your country.
2. Registration is possible with a credit card for age verification.

## Article 3: Availability

1. The availability of the Platform is limited to certain countries.
2. This restriction is mainly driven by availability of the service of EWA's Payment Partner, Stripe. Appendix B: Availability contains a list of supported countries. This list may change as the Payment Partner adds new countries or removes existing countries from the Service.

## Article 4: Confidentiality

1. Your data will be kept confidential by EWA and/or the Payment Partner and will not be disclosed to third parties, unless the competent authorities oblige EWA to do so by law.
2. You have the right to request access to your data held by EWA. The request for access must be made in writing.
3. EWA does not sell or share personal information with third parties.

## Article 5: EWA is an Intermediary

EWA auctions the Lot on your behalf as your intermediary and the following applies.

1. You are the legal owner of the Lot or you are acting as an authorised agent for a client.
2. You sell the Lot with full ownership and guaranteed free of all rights of pledge, charges, encumbrances or claims of third parties.
3. You guarantee that the Lot is authentic.

4. If the Lot is sold, the payout will not be processed until the highest bidder has paid EWA, has received his Lot(s) and is satisfied that the Lot description was correct.
5. Offering the Lot on EWA's Platform does not make EWA the owner of the Lot.

## Article 6: Our services

EWA offers a Platform for the auctioning of (collectible) whisky. The Platform can be used in two different ways.

1. Users can offer bottles of whisky or whisky-related items on the Platform. They are called Sellers. Sellers can take care of their own preparations, including taking photographs, describing the Lot, etc. They are also responsible for handling the Buyer, including sending the Lot. They will then also be responsible for the Buyer's process, including the sending of the Lot. EWA guides this process and provides instructions that the Seller and the Buyer must follow. This is called the Self-auctioning model.
2. User asks EWA to prepare and handle the Lot. The Seller hereby remains anonymous to the Buyer and EWA acts as executive agent. For this Auction Service additional costs apply.

## Article 7: Registration Platform account

1. Use of EWA's Platform requires a Platform account.
2. The Platform account automatically gives the User rights as a Buyer.
3. Payment for registration is processed by EWA's payment partner. The purpose of this registration is inter alia to establish the identity of the User and for the age verification as referred to in article 2 (1). Appendix D contains the current rates.
4. The Platform account can be expanded at any time with rights for the Seller. There are no additional costs involved.

## Article 8: Retention of title and rights

1. The intellectual property rights relating to the Platform, the service, the database and the information, including but not limited to the intellectual property rights on texts written by EWA or otherwise, images, design, pictures of the products, software, audio-visual material and other materials are vested in EWA or its licensors, insofar as this does not concern user material.
2. Intellectual property rights relating to the user material shall belong to the users and/or their licensors.
3. It is expressly forbidden to copy, disclose, use for direct or indirect commercial purposes, or use the service, the website, the user material and/or information and/or other data for any purpose other than those specified in these terms of use, unless EWA or the relevant rights holder has given its express consent in writing.
4. No provision of these Terms of Use is intended to transfer any intellectual property rights. The use of this service is limited to what is described in these Terms of Use. It is

not allowed to perform actions which may infringe the intellectual property rights of EWA, users and/or third parties.

## Article 9: Liability and indemnity

1. The Seller and the Buyer accept that EWA acts as an intermediary as referred to in Article 5. EWA is not liable and/or responsible for the lot offered.
2. EWA accepts no liability for property and/or pecuniary loss and/or any other disadvantage resulting from an attributable failure in the performance of the contract to provide the service, including but not limited to loss resulting from or connected with the use of the Platform.
3. EWA accepts no liability for damage resulting from circumstances beyond its control. EWA is not a party to, and cannot therefore be held liable for, any damage resulting from any agreements between the purchaser and the provider or other users.
4. You will indemnify EWA for any third party claims related to your use of the Platform, EWA's services and/or any breach of these Terms & Conditions.

## Article 10: Availability and Interruption

1. EWA does not guarantee that the Platform will always be accessible without interruptions or failures. Interruptions may occur as a result of, but not limited to, internet or telephone connection failures, web server failures, viruses, DDoS attacks or errors/defects.
2. EWA is in no way liable or liable for damages resulting from the (temporary) unavailability or (interim) failure of the Platform.
3. If the Platform is ( temporary ) unavailable on the closing day of an auction, the auction is extended by at least the duration of the unavailability, in order to give Sellers the opportunity to receive Bids that they would otherwise miss, and to give Buyers the opportunity to place a Bid on the desired Lot.
4. EWA is authorised, without previous notice, to make procedural and technical changes and/or improvements to the Platform and/or service. If possible, this will be avoided during an active auction.
5. EWA is authorised, without prior notice and without incurring any liability for compensation, to put the Platform out of commission ( temporary or otherwise) and/or to restrict its use if this is deemed necessary.

## Article 11: Internal communications

The Platform offers the possibility to communicate directly with the Buyer of the Lot through the Bottle Tracker. The following rules apply to the use of this internal communication system:

1. Sending unwanted advertisements or promotions, requests for donations or spam is not allowed.
2. Insulting, intimidating or discriminating against other Users is not allowed

3. Making a sales agreement with a User without the mediation of EWA, with the aim of avoiding commission.

Breaking these rules is considered as violating the General Terms and Conditions of EWA.

## Article 12: Disputes with other Users

1. EWA expects its Users to try to resolve any disputes among themselves. If necessary, EWA will make reasonable efforts to mediate. Complaints and disputes between Users should therefore be reported to us as soon as possible.
2. Communication must take place via the Platform's internal communication system, the Bottle Tracker. This enables EWA to monitor communications and act as a mediator if necessary.
3. If a satisfactory solution is not found, even with the support of the EWA, you agree that the EWA has the final say. However, notwithstanding the decision of EWA, you are free to discuss your rights or your claim in relation to the Sales Contract directly with the Seller
4. EWA is authorised not to include communications made outside the Bottle Tracker in its assessment.

## Article 13: Processing of your data

1. In the Privacy Policy of EWA you can find what data EWA processes, how and why it is processed and what your rights are. For the processing of your data by the Payment partner Stripe, please contact them.
2. The EWA Privacy Statement contains an overview of all external data processors.

## Article 14: Changes to the terms and conditions

1. EWA may change or supplement the Terms and Conditions at any time. EWA will notify you of any such proposed amendment and/or addition by e-mail at least 15 (fifteen) days before the changed and/or added Terms and Conditions are posted on the Platform and become effective.
2. If you continue to use the Platform after receiving this notification, you irrevocably accept the changed and/or extended General Terms and Conditions.
3. If you do not wish to accept the changed and/or extended Terms and Conditions, please let EWA know within 15 (fifteen) days of receipt of this notification and you are free to stop using the Platform and delete your Account. However, you are obliged to honour any Sales Contracts created under the old General Terms and Conditions.

## Article 15: Applicable law and competent court

1. EWA's services and the (use of the) Platform are governed by Dutch law.

2. Disputes to which these Terms of Use apply shall be settled by the competent court in Groningen, the Netherlands.

# Additional terms for Sellers

These Additional Terms for Sellers (Seller Terms) are an integral part of EWA's Terms of Use. These Seller Terms describe your rights and obligations under the Sales Contract that you enter into with Buyers of your lots.

## Article 16: Registering as a Seller

1. In order to be able to sell Lots, you must have a Platform Account as referred to in Article 7 of these Terms of Use.
2. From the Platform Account, you can create a Seller Account. There is no extra charge for this
3. Seller accounts on the Platform are reserved exclusively for the sale of whisky and whisky-related products.
4. EWA may ask you to identify yourself. This could be a copy of your ID, bank account number and so on.
5. The information referred to in paragraph 4 may also be required by the Payment Partner.

## Article 17: Remuneration European Whisky Auctions

1. EWA charges a fee for the use of the Platform if a successful purchase is made.
2. The Seller shall pay a sales commission on the Hammer Price of the Lot (the Buyer's Commission). VAT is applicable. This Seller's commission is added to the Purchase Price.
3. A so-called listing fee shall be charged for the placement of a lot.
4. charge will be made for applying a Reserveprice
5. Appendix D contains an overview of the current tariffs.

## Article 18: Offering lots for the auction

Anyone registered as a Seller can offer and register Lots on the Platform. Certain rules apply to the offering of Lots.

1. The offering of Lots does not automatically lead to placement in any of the auctions on our Platform. EWA has the right to refuse Lots if it considers them unsuitable. Correspondence may be entered into in this respect.
2. EWA has the right to refuse lots without giving any reason. This can happen for example in the case of whisky bottles that are readily available through regular sales channels such as liquor stores and/or specialist shops. Bottles can also be refused if there is any doubt whatsoever as to the authenticity of the bottle.
3. Lots must be provided with a clear description so that the Buyer can form a good impression.

4. The lot description should contain at least the following information:
  - a. A correct, complete and accurate description of the whisky offered in the Lot. Include as many special features as possible, such as (i) distillery, (ii) bottler, (iii) age, (iv) year of distillation, (v) year of bottling, (vi) whisky type, (vii) bottle contents, (viii) alcohol content, (ix) cask number, (x) circulation.
  - b. An accurate and truthful description of the condition of the bottle, packaging and completeness (is the packaging complete or are any parts missing).
  - c. A proper description of the filling level of the bottle. See Appendix C: Indication of the filling level.
  - d. Multiple clear photos of the bottle and packaging that clearly show the current state and any damage. The following photos are the minimum required:
    - i. Photo of the front view of the bottle in its entirety.
    - ii. Photograph of the back view if a label is placed there.
    - iii. A close-up photograph of the filling level in as far as it is not (clearly) visible for the front view photo.
    - iv. A close-up photograph of the shackle and/or seal. Een foto van het bovenaanzicht.
    - v. A photograph of the base of the bottle (bottom view).
    - vi. If the bottle and/or the packaging have any damages, these should be photographed separately.
  - e. A Reserveprice (also called: minimum price) for the Lot. There are costs associated with this. Consult EWA's website for the current rates. EWA has the right to refuse a Reserveprice if it deems it unrealistic in relation to the estimated value or expected proceeds. This judgement lies solely with EWA. The Seller always has the right not to place in the end.
  - f. The Shipping Costs of the Lot. In the Shipping Editor, you can set shipping rates per destination country. There, you can also exclude countries to which you do not want to ship Lots.
  - g. In the Shipping Editor you can also indicate whether you are going to send the package insured.
5. You guarantee that you are authorised to offer and sell the Lot.

By offering a Lot, you guarantee that you:

  - a) Does not violate any laws or regulations.
  - b) Does not infringe on the rights of third parties.
  - c) Does not act in a way that is generally fraudulent.
  - d) Not act in a way that is unlawful or fraudulent towards EWA or the Purchaser of the Lot in particular.
  - e) The offering of the Lot is a genuine and authentic transaction.
6. EWA determines the ranking of Lots in the Auction. No correspondence can be entered into about this.



7. EWA has the right to reschedule a Lot. This means that the lot can be placed on another auction than the next. EWA may deem this necessary if several similar whiskies are offered. Rescheduling will always be done in consultation with the Seller.

## Article 19: Auction Service

The seller has the possibility to outsource the sale of a lot to EWA by using the auction service. With the auction service EWA takes over the following tasks from the seller:

1. EWA takes care of the photography of the lot
2. EWA determines the minimum price of the lot in agreement with the seller
3. EWA places the lot at auction with accompanying texts
4. EWA answers any possibly questions from bidders
5. EWA takes care of packing and shipping the lot after successful sale
6. EWA takes over the risk of the seller during packing and shipment
7. EWA has a transport insurance to cover damages during transport. What we have no control over is that the package may be examined at customs, resulting in possible damage.

*The seller will take care of this:*

1. The accurate and damage-free shipping of the lot(s) to EWA's address
2. Delivers a reliable product of which it has legal ownership
3. The seller shall be liable for any damage to the lot which is caused during shipment to EWA.

## Article 20: Withdrawal of Lots

1. Even after acceptance and scheduling, the Seller has the right to withdraw a Lot. This is possible until the moment the Lot is visible at the auction. After that, the conditions of the Lot cannot be changed and you are obliged to follow these Conditions of Sale.
2. If EWA decides to remove a Lot from an Online Auction because it is found to be in breach of these Terms and Conditions of Sale, you will be fully liable for any resulting loss.
3. If you decide that a Lot must be removed from an Online Auction, you must submit proof of the reason why the Lot in question must be removed. Assessment of this evidence is up to EWA. If EWA decides that the evidence is sufficient, removal of the Lot will be considered.
4. Lots cannot be withdrawn on the closing day of an Online Auction.

## Article 21: Online Auction

After acceptance of your Lot, it will be scheduled for sale. After opening the Online Auction, Buyers can bid on the Lot.

1. This Sales Contract comes into effect automatically at the end of an Online Auction if the highest Bid has reached at least the Reserveprice. Without the Reserveprice, the Sales Contract is always concluded. The highest Bidder then becomes the Buyer.
2. If, at the end of an Online Auction, the Reserveprice has not been reached, you have no obligation to deliver to the highest bidder at that time. You can make an exception to this by mutual agreement. In that case, you can contact us.
3. You are not allowed to bid for your own Lots. It is also not permitted to allow someone else connected to you to bid on your Lots in order to achieve a higher Hammer Price.
4. EWA has taken measures in the Platform to prevent this type of bidding. If EWA nevertheless detects an infringement, EWA can decide to temporarily suspend your account, or in case of repeated infringements, to close your account permanently.
5. Lots offered on the Platform are offered exclusively here and not on other channels, including marketplaces, web shops or other online platforms.

## Article 22: Sales contract

1. You are the Seller if, at the end of the auction, your Bid has reached at least the Reserveprice, if any.
2. The Seller and the Buyer of a Lot shall conclude a Contract of Sale with each other. The Sales Contract comes into existence automatically after the auction has ended.
3. EWA is not a party to the Sales Contract.

## Article 23: Delivery of Lots

1. At the end of an auction, if a Reserveprice has been reached, a payment instruction is automatically sent to the Buyer of the Lot. These payment instructions shall in any case include the following items:
  - a. The Hammer Price of the Lot.
  - b. Your Shipping Costs for the Lot as you have specified in the Shipping Editor, plus any insurance.
  - c. If the Lot is offered by a Business Seller, the Shipping Costs shall also be increased by VAT.
  - d. The Sales Fee on the Hammer Price, plus VAT.
  - e. If the Buyer is located outside the EU, no VAT will be charged.
2. If you do not use EWA's Auction Service, you are responsible for handling the matter yourself. This includes the following:
  - a. Once the Buyer has paid the total amount, EWA will send you a message requesting that the Lot be sent to the Buyer.
  - b. The Lot must be shipped within three (3) working days after receipt of the payment (notice from EWA to you). You, as Seller, are fully responsible for the shipment of the Lot (make sure it is carefully packed). This specified time limit can never be considered as a strict deadline.

- c. Lots must be shipped with a Track & Trace code. This code should be registered in the Bottle Tracker, so that the Buyer of the Lot can follow the shipment. EWA recommends to use an insured shipment.
  - d. Lots must be shipped from the address listed in your Account. If you ship the Lot from an address other than the one stated, you are responsible for any additional costs that would not otherwise be charged to the Buyer (for example, but not limited to import duties).
  - e. Lots cannot be sent from countries that are not supported. For a list of supported countries, see Appendix B: Availability. If lots are still sent from unsupported countries, you automatically lose the right to receive payment(s).
  - f. In case of problems with the shipment, you should contact the Buyer directly. This should preferably be done via the internal messaging system of the Bottle Tracker, so that EWA is also informed.
  - g. If the shipment is lost or damaged, you are required to cooperate with an investigation by the shipping company. An ongoing investigation does not affect EWA's right to decide whether to pay or refund the purchase price to the Buyer.
  - h. If it turns out that the shipping costs charged were much higher than the actual shipping costs, the Buyer is entitled to a refund of the difference. Buyer can and may make a claim to this.
3. If the Buyer uses EWA's auction service, EWA will take care of the processing.

## Article 24: Payment

1. The Purchase Price shall be paid (after deduction of the Seller's commission and any costs incurred in setting a Reserveprice) after the Buyer has made the payment, the Lot has been dispatched and the shipment has been accepted by the Buyer. The Buyer must indicate within three (3) days of receipt of the Lot that the shipment is acceptable, or reject it in case of problems. If the Buyer does not respond within three (3) days, the shipment will be deemed accepted, and EWA will proceed to pay the Purchase Price as described here.
2. EWA may hold on to a payment. This can be for example if the Buyer reports (alleged) damage to the Lot or in case of non-conformity.
3. EWA can only make payment if the Buyer has paid and accepted the Lot.
4. Payments are subject to the terms and conditions of the Payment Partner. Payment services on the Platform are provided by Stripe. For Stripe, the services are subject to the Stripe Connected Account Agreement. By selling on the Platform, you agree to be bound by these relevant terms. Receipt of payments may be subject to your providing all information required by Stripe, such as your date of birth and ID. If the Payment Partner blocks a payment in accordance with the applicable terms, EWA has the right to cancel the transaction and refund the Buyer. In such cases, EWA shall not be liable or responsible for any loss related to the cancellation.

## Article 25: Absence

1. If you have not acted in accordance with EWA's Terms and Conditions, EWA reserves the right not to pay you for the relevant Lot. In these cases you agree and accept that you will lose the right to make a claim against EWA for such payouts.
2. If you fail to perform your responsibilities to the Buyer, you will be in default and the Buyer will be entitled to rescind the Sales Contract. Without being obliged to do so, EWA may send you a notice of default and a notice of termination on behalf of the Buyer.
3. EWA is not responsible for the compensation referred to in paragraph 3.
4. If you do not respect your responsibilities to EWA, EWA may decide to take legal action against you to enforce its rights. This is separate from your responsibilities to the Buyer of the Lot.
5. In the case of a breach of its General Terms and Conditions, EWA shall be entitled at any time, at its sole discretion:
  - a. Suspend, withhold or set off your payment or reimbursement.
  - b. Temporarily or permanently exclude your participation in EWA's Platform.

# Additional conditions for buyers

These Additional Terms for Buyers (Buyer Terms) are an integral part of EWA's Terms of Use. These Buyer Terms describe your rights and responsibilities under the Sales Contract that you enter into with Sellers of lots.

## Article 26: Registering as Buyer

1. In order to buy Lots, you must have a Platform Account.
2. Registration is subject to a one-off non-refundable fee. This transaction enables EWA's payment partner to verify the identity of the Seller. Please refer to the EWA website for current fees.
3. EWA may ask you to identify yourself. This could be a copy of your ID, bank account number and so on.
4. The information referred to in paragraph 3 may also be required by the Payment Partner.

## Article 27: Sales contract

1. You are the Buyer if your Bid is the highest at the end of the auction and you have reached the Reserveprice.
2. The Buyer and the Seller of a Lot enter into a Sales Contract with each other. The Sales Contract comes into existence automatically after the auction has ended.
3. If the Seller has set a Reserveprice (also called: minimum price) for the Lot and the highest Bid is lower than the Reserveprice, no Contract of Sale comes into existence and the Seller has no obligation to deliver.
4. EWA is not a party to the Sales Contract.

## Article 28: Compensation European Whisky Auctions

EWA charges a fee for the use of the Platform if a successful sale is concluded. The Buyer pays a buying commission on the Hammer Price of the Lot (the Buyer's Commission). VAT is applicable. This Buyer's commission is added to the Purchase Price. The current rates are listed on the EWA website.

## Article 29: Payment for Lots

1. Winning a Lot involves an obligation on the part of the Buyer to purchase.
2. EWA sends a Payment Instruction for all lots won.
3. The full Purchase Price as stated on the Payment Instruction must be paid within three (3) days after the Payment Instruction is handed out.

4. The Buyer is responsible and liable for all additional costs (such as bank charges), taxes, (import) duties and levies due.
5. The Buyer guarantees that the purchase is legitimate and not part of a fake transaction for the purpose of money laundering.

## Article 30: Delivery of Lots

1. Lots can be sent either by EWA or directly by the seller.
2. When EWA sends lots, it is done with standard insurance. Insurance covers transport damage, loss, and theft. Leakage is not covered by the insurance. If you choose to ship without insurance, you take on the responsibility for the package yourself.
3. When the Seller sends lots directly to the Buyer:
  - a. After your payment has been received by EWA, the Seller will receive instructions to deliver the Lot.
  - b. Seller will send the Lot to the primary shipping address you have set in your account.
  - c. The Seller is required to send the Lot with a Track & Trace code so that you can trace the shipment. The Track & Trace code is communicated via the Bottle Tracker in the Platform.
  - d. If there are any problems with the package or Lot, you, as Buyer, are required to notify EWA within three (3) days of receipt. If EWA is not notified within this three (3) day period, you accept that EWA will not handle the complaint and that the Seller will receive payment.
  - e. If there are any problems with the shipment, you should in the first instance contact the Seller directly. This should be done through the Bottle Tracker internal messaging system on the Platform so that EWA is also kept informed.
4. EWA is entitled to consider the signature of receipt and/or Track & Trace delivery confirmation at the delivery location as proof that the Lot has been successfully delivered.

## Article 31: Absence

1. You are in default if you fail to fulfill your obligations to the Seller. The Seller will then be entitled to rescind the Sales Contract. We may send you a notice of default and a termination notice on behalf of the Seller. In that context, your responsibilities will be to compensate the Seller for any damage, without prejudice to any other rights the Seller may have.
2. If you do not fulfill your responsibilities to EWA, EWA may decide to take legal action against you to enforce its rights. This is separate from your responsibilities to the Seller of the Lot.
3. In the event of a breach of its General Terms and Conditions, EWA shall be entitled at any time, at its sole discretion:
  - a. To charge a compensation fee.
  - b. Temporarily or permanently exclude your participation in EWA's Platform.

## Article 32: Right of Return

1. Private Sellers are not acting in the capacity of professional sellers on our Platform, and therefore no Right of Return applies to them.
2. The right of Return does apply to Sellers acting on a Business Account (Business Seller).

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## APPENDIX A

# Glossary

### Account

A combination of a username (valid e-mail address) and password that gives you access to the protected environment (your dashboard) of European Whisky Auctions.

### Agent

Intermediary who offers services and mediates between seller and buyer. European Whisky Auctions acts as such an agent between the seller and buyer of whisky bottles, and as such is not part of the Contract of Sale.

### Auction

The sale by auction of lots through a specifically designed part of the website and according to the specific rules as described in these Terms and Conditions.

### Auction Service

An optional service from European Whisky Auctions whereby we take over the work involved in selling whisky via the platform. There are costs associated with this service.

### Bid

Proposal to take over the lot at a specified price. This does not necessarily have to be the purchase price, as a higher bid can always be placed until the lot is closed.

### Bottle Tracker

The system where buyer and seller can contact each other to make the transaction run as smoothly as possible. Both seller and buyer can communicate with each other through the bottle tracker. If necessary (for example in case of a disagreement) EWA also has access to this communication.

### Business seller

The natural or legal person who has a Chamber of Commerce number and uses the Service. The business seller should consider amounts to be inclusive of VAT.

### Buyer

The natural or legal person who has created an Account and uses the Service as a bidder.

### Buyer fee

De hamerprijs inclusief alle bijkomende commissies (totaal te betalen bedrag).

### Buyer terms

The buyer terms regulate specific issues for buyers of whisky. The buyer terms are an integral part of our terms and conditions.



#### Contract of Sale

An agreement whereby the seller agrees to supply one or more bottles of whisky and the buyer agrees to pay a purchase price for it.

#### Closing day

The day on which a current auction closes.

#### EWA

European Whisky Auctions B.V. Whisky auctioneers from the Netherlands. Registered at the Chamber of Commerce under registration number 78311799.

#### Filling level

The filling level of a bottle to indicate the amount of whisky. See appendix C.

#### Hammer price

The percentage the buyer pays over the hammer price of a lot.

#### Lot

One or more objects (whisky bottle(s)) submitted by a seller for auction.

#### Minimum price

The lowest price wanted by a seller for a lot. See also Reserve price.

#### Online auction

The sale by auction of lots through a specifically designed part of the website and according to the specific rules as described in the terms and conditions.

#### Payment instruction

The instruction the buyer receives when he has the highest bid at the end of the auction. The instruction includes an explanation of how the total amount is made up and how it can be paid.

#### Payment partner

See Payment provider.

#### Payment provider

A payment service provider (PSP) offers online services for accepting electronic payments by a variety of payment methods including credit card and bank-based payments such as iDEAL.

#### Package

The lot which is packed and ready for shipping.

#### Platform

The entire online operating system of European Whisky Auctions.

Platform account

See Account.

Private seller

The natural person who has created an account and uses the service to sell whisky.

PSP

Payment Service Provider, see Payment provider.

Purchase price

The hammer price including all additional commissions and shipping costs (total amount to be paid).

Reserve price

The minimum price that a seller is willing to accept from the buyer.

Right of Return

The possibility for the consumer to withdraw from the agreement within the cooling-off period.

Seller account

An Account on the platform to sell whisky and whisky-related items.

Seller commission

The percentage fee paid by the seller to European Whisky Auctions over the hammer price of a lot.

Seller fee

See Seller commission.

Seller terms

The seller terms regulate specific matters for sellers of whisky. The seller terms form an integral part of our terms and conditions.

Service

The comprehensive service of European Whisky Auctions as described in the Terms and Conditions.

Shipping costs

The cost of sending a package. These costs may vary and are determined by the seller.

Shipping Editor

Part of the auction platform where sellers can set various things about shipping. For example, the seller can exclude countries from shipping and set shipping rates per country.

Stripe

Payment partner of European Whisky Auctions. For more information, visit the Stripe website at <https://stripe.com>.

#### Track & Trace-code

A shipping code issued by the parcel delivery service. Both buyer and seller can track the package with this code.

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## APPENDIX B

# Availability of the Platform

## Europe

Andorra  
Armenia  
Austria  
Azerbaijan  
Belgium  
Bosnia and Herzegovina  
Bulgaria  
Croatia  
Cyprus  
Czech Republic  
Denmark  
Estonia  
Finland  
France  
Georgia  
Germany  
Greece  
Hungary  
Iceland  
Ireland  
Italy  
Kazakhstan  
Kosovo  
Latvia  
Liechtenstein  
Lithuania  
Luxembourg  
Macedonia (North Macedonia)  
Malta  
Moldova  
Monaco  
Montenegro  
Netherlands  
Norway  
Poland  
Portugal  
Romania  
San Marino  
Sweden  
Switzerland  
Turkey  
Ukraine  
United Kingdom  
Vatican City

## Asia

Bahrian  
China  
East Timor (Timor-Leste)  
India  
Israel  
Japan  
Korea South  
Qatar  
Saudi Arabia  
Singapore  
Taiwan  
United Arab Emirates

## Oceania

Austraila  
Fiji  
Marshall Islands  
Micronesia  
Nauru  
New Zealand  
Palau  
Papua New Guinea  
Samoa  
Solomon Islands  
Tonga  
Tuvalu  
Vanuatu

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## APPENDIX C

### Indication of the filling level

For a buyer, it is important to know the degree of evaporation. Therefore, as a seller, you are obliged to indicate the filling level of the bottle by means of a number of levels. Below is a schematic representation of the different levels.



## APPENDIX C

### Pricing

Value Added Tax (VAT)	<p>Are you a citizen of the European Union? Then 21% VAT is added to all fees, including to the commissions and (our) shipping costs. No VAT is applied to the hammer price.</p> <p>All prices or fees subject to VAT are presented as <b>including VAT</b>.</p>
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#### General

Description	Pricing						
Seller's fee	5% of the hammer price						
Listing fee	€ 2,00 per lot <i>Non-refundable if the whisky is not sold. The whisky can be relisted once free of charge.</i>						
Reserve price	€ 6,50 per lot (if placed) <i>Will <b>not</b> be charged if the whisky is not sold.</i>						
Auction service	<p>You can use our auction service. We will then do all the work from photography to sending the bottle to the buyer. Read about our Auction Service for all the benefits.</p> <table><tr><td>1-10 bottles</td><td>€ 6,00 per bottle</td></tr><tr><td>11-50 bottles</td><td>€ 5,50 per bottle</td></tr><tr><td>50+ bottles</td><td>€ 5,00 per bottle</td></tr></table>	1-10 bottles	€ 6,00 per bottle	11-50 bottles	€ 5,50 per bottle	50+ bottles	€ 5,00 per bottle
1-10 bottles	€ 6,00 per bottle						
11-50 bottles	€ 5,50 per bottle						
50+ bottles	€ 5,00 per bottle						

#### Selling Whisky

Description	Pricing
Buyer's fee	10% of the hammer price
Shipping costs	<p>This depends on how the bottle is auctioned. If the seller handles everything himself, he will also specify the shipping costs. These are mentioned with the lot.</p> <p>If European Whisky Auctions takes care of the handling, our own shipping rates apply. You can find them here.</p>
Payment surcharges	<p>No payment surcharges are charged, except for non-European credit cards. Then a surcharge of 3.5% applies.</p> <p>Availability of payment methods may vary depending on your country. Check out the overview of available payment methods and their costs.</p>

## Buying Whisky