**SHIRT CIRCLE**

*C2C marketplace for match-worn, signed and collectible football shirts*

# AUCTION RULES

Terms for bidding and buying in auctions on the Shirt Circle platform

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|---|---|
| **Issuing party** | Shirt Circle VOF |
| **Chamber of Commerce no.** | 42075122 |
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| **Governing language** | Dutch (Nederlands); the Dutch version prevails in the event of interpretation issues |
| **Status** | First version |

**About this document**

This is the English publication version of the Shirt Circle Auction Rules (Veilingvoorwaarden). They apply to every participation in an Auction on the Platform and to every purchase resulting from it. In an Auction, Shirt Circle itself sells, in its own name, items that an owner (the Consignor) has given to it for sale. In this respect the Auction differs from the marketplace, on which Shirt Circle acts solely as an intermediary. The Bidder expressly accepts these Auction Rules before placing his or her first bid. In the event of any discrepancy or difference in interpretation between the English and Dutch versions, the Dutch version prevails. The entity details will be updated after the conversion of Shirt Circle VOF into a private limited company (B.V.).

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## Article 1. Definitions and applicability

**1.1** Capitalised terms that are not defined in these Auction Rules have the meaning given to them in the Terms and Conditions. In addition, the following terms apply, in both the singular and the plural:

**Auction** An online auction on the Platform in which Shirt Circle sells one or more Lots in its own name on behalf of a Consignor.

**Sale** A group of Lots that is published and auctioned at the same time, under a common name and provenance text.

**Lot** An item offered in an Auction, identified by a lot number.

**Consignor** The owner who has given an item to Shirt Circle for sale in an Auction under a Consignment Agreement.

**Consignment Agreement** The agreement between Shirt Circle and a Consignor on the safekeeping and sale of one or more items in an Auction.

**Bidder** A User who places a Bid in an Auction.

**Bid** An offer placed via the Platform to buy a Lot for a specific amount.

**Hammer Price** The highest valid Bid on a Lot at the close of that Lot.

**Auction Premium** A fee of 8% of the Hammer Price, which forms part of the purchase price of the Lot.

**Shipping Costs** The costs of shipping and insuring a Lot to the delivery address, as set out in Article 9.

**Total Price** The sum of the Hammer Price, the Auction Premium and the Shipping Costs.

**Auction Purchase** The purchase agreement for a Lot that is concluded between the Buyer and Shirt Circle under Article 6.

**Buyer** In these Auction Rules, the Bidder who has placed the highest valid Bid on a Lot at its close.

**Certificate of Provenance** The document that Shirt Circle issues with a Lot, recording the known provenance and the underlying evidence (Article 3.4 and Annex B).

**Withdrawal Function** The facility on the Platform through which a Consumer can withdraw from an Auction Purchase online (Article 10.3).

**Shipping Country** A country to which Shirt Circle ships Lots, as listed in Article 9.1.

**1.2** These Auction Rules apply to every participation in an Auction, to every Bid and to every Auction Purchase, and to all legal relationships between Shirt Circle and Bidders or Buyers connected with them.

**1.3** In addition to these Auction Rules, the Terms and Conditions apply, except for the provisions that exclusively govern the relationship between Buyer and Seller in respect of a Listing. In the event of any conflict, these Auction Rules prevail for Auctions over the Terms and Conditions and the associated policy documents. The Buyer Protection Policy, the Seller Policy, the Marketplace Protection Policy, the SCT Held-Funds Model and Articles 4 through 11 of the Authenticity & Evidence Policy do not apply to Auctions.

**1.4** Before placing his or her first Bid, a Bidder expressly accepts these Auction Rules via the Platform. Shirt Circle makes the Auction Rules available before that acceptance in a way that allows the Bidder to store and consult them, and records which version the Bidder accepted and when. After an amendment (Article 15), the Bidder accepts the new version before placing his or her next Bid.

**1.5** Mandatory provisions of consumer law, including those of the country in which the Consumer resides, remain unaffected. Nothing in these Auction Rules limits the statutory rights of a Consumer.

**1.6** These Auction Rules are drawn up in Dutch and in English. In the event of any discrepancy or difference in interpretation, the Dutch version prevails.

## Article 2. Shirt Circle as seller

**2.1** In an Auction, Shirt Circle sells the Lot in its own name, on behalf of the Consignor. The Auction Purchase is concluded between the Buyer and Shirt Circle. Shirt Circle is the seller and the Buyer's sole point of contact. Lots are recognisable on the Platform by the label "Sold by Shirt Circle".

**2.2** The Consignor is not a party to the Auction Purchase. The Consignor's identity is not shown on the Platform and is not disclosed to Bidders or Buyers. The Buyer addresses Shirt Circle in all matters relating to the Auction Purchase.

**2.3** In an Auction, Shirt Circle acts in the course of its business. A Buyer who is a Consumer has, vis-à-vis Shirt Circle, the rights that consumer law grants, including the right of withdrawal (Article 10) and the right to a Lot that conforms to the Auction Purchase (Article 11).

**2.4** Shirt Circle can be reached as follows: Shirt Circle VOF, Havenstraat 305, 1271 GD Huizen, the Netherlands; Chamber of Commerce no. 42075122; VAT identification number NL869591691B01; e-mail info@shirtcircle.eu; telephone +31 6 80161207.

## Article 3. Lots, description and provenance

**3.1** Each Lot has its own page on the Platform showing at least: photographs of the Lot, a description, the condition, the base type and the stated characteristics (such as match-worn, match-issued or signed), the lot number, the starting price, the minimum bid increment, the current closing time, the provenance text of the Sale and the certificate number.

**3.2** Shirt Circle prepares the description with care, on the basis of its own inspection on intake, the intake photographs and the Consignor's declaration and evidence. The description and the photographs determine what has been sold.

**3.3** Where a characteristic or the provenance of a Lot rests on a declaration by the Consignor or on third-party evidence (such as a certificate, a photo match or provenance details), the description says so and names the evidence on which it rests, for example: "offered by the Consignor as match-worn; evidence of provenance: [...]". Shirt Circle does not carry out forensic or expert authentication, unless this is expressly stated with the Lot.

**3.4** Shirt Circle issues a Certificate of Provenance with a unique certificate number with each Lot. The Certificate of Provenance records what is known about the provenance of the Lot and the evidence on which this rests. It is not a certificate of authenticity or an expert authentication, and it provides no guarantee beyond the description. It does not limit the Buyer's statutory rights. The template is set out in Annex B.

**3.5** Match-worn and match-issued shirts may show signs of use. Relevant defects and signs of use are mentioned in the description or shown in the photographs.

**3.6** Names and trademarks of manufacturers, clubs, competitions and players are used solely to describe the Lot. Shirt Circle is not affiliated with these parties. An Auction or Sale is not an

official auction of or on behalf of them and is not endorsed by them, unless expressly stated otherwise.

**3.7** Shirt Circle may withdraw a Lot from the Auction before its close if there is a well-founded reason, such as doubt about provenance or ownership, damage, or a withdrawal permitted by the Consignment Agreement. Bids on that Lot then lapse, no Auction Purchase is concluded and Bidders are not entitled to compensation.

## Article 4. Bidding

**4.1** To be able to bid, a Bidder must:

a) have an Account and be at least 18 years of age;

b) have stored a delivery address in a Shipping Country in his or her Account; and

c) have accepted these Auction Rules (Article 1.4).

A User with an address outside the Shipping Countries cannot bid.

**4.2** Each Lot has a starting price and a minimum bid increment. The first Bid is at least equal to the starting price; each subsequent Bid is at least equal to the highest Bid plus the increment. There is no hidden reserve price: the Lot is sold to the Bidder with the highest valid Bid, provided there is at least one valid Bid.

**4.3** Before the Bidder places a Bid, the Platform shows, next to the bid button, the Total Price the Bidder will pay if the Bid wins: the Bid, the Auction Premium, the Shipping Costs to the stored delivery address and the total. The bid button states that a winning Bid creates an obligation to pay.

**4.4** A Bid is binding and cannot be withdrawn via the Platform. The Consumer's statutory right of withdrawal (Article 10) remains unaffected.

**4.5** Bids are recorded with the time of the Platform's server. That time is decisive, including for the order of Bids and for the close of a Lot.

**4.6** To prevent abuse, Shirt Circle may limit the number of Bids. Currently, a maximum of 10 Bids per minute per Lot and 300 Bids per 24 hours per Bidder applies.

**4.7** Shirt Circle, its administrators and the Consignor do not bid on Lots, whether directly or through another person. Every Bidder is prohibited from manipulating Bids, including bidding with multiple Accounts, bidding in collusion with the Consignor or with other Bidders, bidding without the intention to pay, and bidding by automated means. In such cases Shirt Circle may declare Bids invalid and take measures in accordance with Article 13.2.

**4.8** The highest Bid and the bid history of a Lot are visible on the Platform. Bidders are shown there only under a pseudonym.

## Article 5. Sales, closing times and soft close

**5.1** The Lots of a Sale open at the same time. Their closing times are staggered; the Platform shows for each Lot its closing time and its position in the Sale (for example "Lot 3 of 40").

**5.2** If a valid Bid is placed in the last 5 minutes before the closing time of a Lot, the closing time is extended to 5 minutes after that Bid. The closing time is never extended to later than 1 hour after the original closing time.

**5.3** The Platform always shows the current closing time. In the event of a difference with a time shown on the Bidder's device, the time of the Platform's server is decisive (Article 4.5).

**5.4** If bidding is materially hindered by a technical malfunction of the Platform, Shirt Circle may extend the closing time of the Lots concerned, pause the Auction of those Lots, or cancel the Auction of those Lots and hold it again later. In the event of cancellation, the Bids placed lapse and no Auction Purchase is concluded. Shirt Circle informs the Bidders concerned. Shirt Circle does not guarantee that the Platform will operate without interruption or errors during an Auction.

## Article 6. Conclusion of the Auction Purchase and price

**6.1** At the close of a Lot, Shirt Circle accepts the highest valid Bid. At that moment the Auction Purchase is concluded between the Buyer and Shirt Circle, for the Total Price and subject to the condition subsequent in Article 8.1. Shirt Circle confirms this to the Buyer by e-mail, stating the Hammer Price and the payment deadline.

**6.2** The Total Price consists of the Hammer Price, the Auction Premium (8% of the Hammer Price) and the Shipping Costs to the delivery address. Shirt Circle charges no other costs, including for the payment method chosen.

**6.3** All prices include VAT. Shirt Circle applies the special scheme for second-hand goods (margin scheme) to the sale of Lots, unless stated otherwise with the Lot. VAT is therefore not shown separately on the invoice and is not deductible for a business Buyer.

**6.4** An obvious clerical error or mistake in a price shown on the Platform does not bind Shirt Circle.

## Article 7. Payment

**7.1** The Buyer pays the Total Price within 72 hours of the close of the Lot, via the checkout page on the Platform. The payment deadline and time (Amsterdam time) are stated in the e-mail referred to in Article 6.1. About 24 hours before the deadline, Shirt Circle sends a reminder.

**7.2** Payment is made via the Payment Service Provider. The available payment methods are shown at the latest at the start of bidding and on the checkout page. Currently these are payment card and Apple Pay.

**7.3** A payment received after the payment deadline, or that does not match the Total Price, is refused and automatically refunded in full.

**7.4** After receiving the payment, Shirt Circle sends the Buyer a confirmation by e-mail. This confirmation contains the details of the Auction Purchase, the Total Price, these Auction Rules, the information on the right of withdrawal with the model withdrawal form (Annex A) and where the Withdrawal Function can be found.

**7.5** Ownership of the Lot passes to the Buyer upon delivery, provided the Total Price has been paid.

## Article 8. Late payment

**8.1** The Auction Purchase is concluded subject to the condition subsequent that the Total Price is not received within the payment period of Article 7.1. If payment is not received in time, the

Auction Purchase is dissolved by operation of law. Shirt Circle informs the Buyer of this by e-mail.

**8.2** Shirt Circle does not charge the Buyer any costs, penalty or damages for late payment.

**8.3** After dissolution, Shirt Circle may offer the Lot again, in a new Auction or otherwise.

**8.4** If a Bidder repeatedly leaves a won Lot unpaid, Shirt Circle may restrict the Bidder's bidding or exclude the Bidder from Auctions in accordance with the Enforcement Policy.

## Article 9. Shipping Countries, shipping and risk

**9.1** Shirt Circle ships Lots from the Netherlands to the following Shipping Countries: the Netherlands, Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden. Shirt Circle does not ship Lots to other countries, including Cyprus, Malta and countries outside the European Union.

**9.2** The Shipping Costs are €7.95 for a delivery address in the Netherlands and €15.95 for a delivery address in another Shipping Country. These amounts include insurance and VAT and are shown before bidding (Article 4.3).

**9.3** The Total Price shown at the bid button is based on the delivery address stored in the Account. If the Buyer chooses a delivery address in another zone at checkout, the Shipping Costs of that zone apply; these are shown before payment.

**9.4** Shirt Circle ships the Lot insured and with track & trace, in principle within 5 business days of receiving payment and in any event so that the Lot is delivered no later than 30 days after payment. Shirt Circle may require a signature on delivery.

**9.5** The risk of loss of or damage to the Lot passes to the Buyer upon delivery. If a Lot is lost before delivery, Shirt Circle refunds the Total Price to the Buyer in full. In the event of damage before delivery, the Buyer has the rights set out in Article 11.

**9.6** Shirt Circle asks the Buyer to inspect the Lot on receipt and to report visible transport damage as soon as possible, preferably with photographs of the packaging.

## Article 10. Right of withdrawal

**10.1** A Buyer who is a Consumer may withdraw from the Auction Purchase within a cooling-off period of 14 days without giving any reason. The cooling-off period starts on the day after the day on which the Buyer, or a third party designated by the Buyer other than the carrier, receives the Lot. The Buyer may also withdraw before receipt, from the moment the Auction Purchase is concluded.

**10.2** The statutory exception for purchases at a public auction does not apply, because an Auction takes place exclusively online.

**10.3** The Buyer may withdraw:

a) via the Withdrawal Function on the order page in his or her Account, using the button "Hier herroepen / Withdraw from contract here" followed by the button "Herroeping bevestigen / Confirm withdrawal". The Withdrawal Function is available throughout the cooling-off period and asks for no more than the Buyer's name, the details of the Auction Purchase and the e-mail address for the acknowledgement of receipt;

b) using the model withdrawal form in Annex A, by e-mail to info@shirtcircle.eu or by post to the address in Article 2.4; or

c) by any other unambiguous statement to Shirt Circle.

The Buyer has withdrawn in time if he or she sends the statement before the cooling-off period expires.

**10.4** After a withdrawal via the Withdrawal Function or by e-mail, Shirt Circle sends an acknowledgement of receipt by e-mail without undue delay, stating the content of the statement and the date and time it was submitted.

**10.5** If the Buyer withdraws before shipping, Shirt Circle does not ship the Lot. If the Buyer has already received the Lot, he or she returns it within 14 days of the withdrawal to the address in Article 2.4, or to another return address provided by Shirt Circle. The direct cost of returning the Lot is borne by the Buyer. Shirt Circle recommends returning the Lot insured and with track & trace, in its original packaging or packaging offering comparable protection. The Buyer bears the burden of proving timely return.

**10.6** Within 14 days of receiving the withdrawal, Shirt Circle refunds all payments made by the Buyer: the Hammer Price, the Auction Premium and the Shipping Costs. Shirt Circle may withhold the refund until it has received the Lot back or the Buyer has shown that he or she has sent the Lot back, whichever is earlier. Shirt Circle refunds using the means of payment the Buyer used, at no cost to the Buyer.

**10.7** During the cooling-off period, the Buyer may handle and inspect the Lot only to the extent he or she would be allowed to in a shop. The Buyer is liable for any diminished value resulting from handling beyond that, such as wearing or washing the shirt, removing labels or seals, or damaging the Certificate of Provenance.

**10.8** The Buyer returns the same Lot as the one received. Shirt Circle compares the returned Lot with the intake photographs and the characteristics of the Lot.

**10.9** If a withdrawal and a complaint (Article 11) concerning the same Lot run at the same time, Shirt Circle refunds once. In that case the Buyer receives at least what he or she is entitled to upon withdrawal.

## Article 11. Conformity and complaints procedure

**11.1** Shirt Circle warrants that the Lot, on delivery, conforms to the Auction Purchase: to the description, the photographs and the provenance text, and to what the Buyer could expect on that basis. For a used item, this includes the signs of use stated in the description or that are normal for an item of that age and use.

**11.2** If the Buyer believes that the Lot does not conform to the Auction Purchase, for example because a stated provenance or characteristic turns out to be incorrect, he or she reports this to Shirt Circle via the facility provided on the Platform or via info@shirtcircle.eu. The Buyer states the lot number, a description of the defect and, where possible, photographs or other evidence. A report made within two months of discovering the defect is in any event timely.

**11.3** Shirt Circle acknowledges receipt of the complaint within 2 business days and provides a reasoned response within 14 days of receipt. If Shirt Circle needs more time, for example for an expert opinion, it says so within that period, stating the expected date.

**11.4** If the Lot does not conform to the Auction Purchase, the Buyer has the rights granted by law. Because a Lot is unique, repair and replacement are generally not possible. The Buyer may

then choose a price reduction or termination of the Auction Purchase. In the event of termination, the Buyer returns the Lot at Shirt Circle's expense and Shirt Circle refunds the Total Price in full.

**11.5** In the event of a complaint about provenance or authenticity, Shirt Circle may obtain the opinion of an independent expert. The Buyer may also submit such an opinion. Shirt Circle weighs all the evidence submitted; the statutory rules of evidence for consumer sales remain unaffected.

**11.6** This complaints procedure does not affect the Buyer's statutory rights, including the right to bring a dispute before the competent court. The dispute and protection scheme of the Buyer Protection Policy does not apply to the Auction Purchase; this complaints procedure replaces it.

## Article 12. Liability

**12.1** Shirt Circle is liable to the Buyer for the performance of the Auction Purchase in accordance with the law.

**12.2** Vis-à-vis a Buyer who is not a Consumer, Shirt Circle's liability is limited to the Total Price of the Lot concerned, except in the event of intent or deliberate recklessness on the part of Shirt Circle.

**12.3** Nothing in these Auction Rules limits Shirt Circle's liability towards a Consumer further than the law permits.

## Article 13. Privacy, enforcement and acceptable use

**13.1** Shirt Circle processes the personal data of Bidders and Buyers, such as Account, bid, delivery and payment data, in accordance with the Privacy Policy. In the bid history, Bidders are shown only under a pseudonym (Article 4.8). The Consignor's identity is not disclosed (Article 2.2).

**13.2** Articles 12 (content, notice and moderation), 13 (acceptable use) and 17 (term, suspension and termination) of the Terms and Conditions apply mutatis mutandis to Auctions. In the event of a violation, Shirt Circle may take measures in accordance with the Enforcement Policy, including declaring Bids invalid, restricting bidding and excluding a User from Auctions.

**13.3** Exercising the right of withdrawal or submitting a complaint is never a violation; Shirt Circle takes no measure for it. Abuse, such as returning an item other than the Lot received, does not fall under this.

## Article 14. Complaints, applicable law and disputes

**14.1** Complaints about Shirt Circle's services in connection with Auctions that do not fall under Article 11 can be submitted via info@shirtcircle.eu. Shirt Circle endeavours to respond to them substantively within 14 days.

**14.2** These Auction Rules, Bids and the Auction Purchase are governed by Dutch law. Mandatory consumer protection of the country in which the Consumer resides remains unaffected.

**14.3** Insofar as mandatory law does not provide otherwise, disputes shall be submitted to the competent court in Amsterdam, the Netherlands. If Shirt Circle invokes this clause In Writing against a Consumer, the Consumer shall have a period of one month from that invocation within which to opt for resolution of the dispute by the court having jurisdiction by law.

## Article 15. Amendments and entry into force

**15.1** Shirt Circle may amend these Auction Rules. A new version applies only to Bids placed after the Bidder has accepted that version (Article 1.4). An Auction Purchase remains governed by the version that applied when the winning Bid was placed.

**15.2** Each version states its version number and date. Shirt Circle makes previous versions available on request.

**15.3** These Auction Rules enter into force on the date of publication on the Platform.

## Annex A. Model withdrawal form

*(Complete and return this form only if you wish to withdraw from the contract. You may also use the Withdrawal Function on the order page in your Account.)*

To: Shirt Circle VOF, Havenstraat 305, 1271 GD Huizen, the Netherlands, info@shirtcircle.eu

I/We[1] hereby give notice that I/We[1] withdraw from my/our[1] contract of sale of the following goods:

- Lot number and description: .....
- Ordered on[1] / received on[1]: .....
- Name of consumer(s): .....
- Address of consumer(s): .....
- Signature of consumer(s) (only if this form is notified on paper): .....
- Date: .....

[1] Delete as appropriate.

## Annex B. Template Certificate of Provenance

### Shirt Circle · Herkomstcertificaat / Certificate of provenance

| | |
|---|---|
| **Certificate number** | [unique number] |
| **Lot number** | [number] |
| **Sale** | [name of the Sale] |
| **Description** | [club, season, player, type of shirt, size] |
| **Base type** | [Player version / Fan version / Vintage release / Retro remake / Training/ pre-match version] |
| **Offered as** | [match-worn / match-issued / signed], [as declared by the Consignor / confirmed by: ...] |
| **Provenance** | [provenance text of the Sale and of the Lot] |
| **Underlying evidence** | [for example photo match, third-party certificate, club statement, purchase history] |
| **Date of intake** | [date] |
| **Date of sale** | [closing date] |

*This certificate records what Shirt Circle knows about the provenance of this Lot and the evidence on which this rests. It is not a certificate of authenticity or an expert authentication, and it provides no guarantee beyond the description of the Lot. It does not limit the Buyer's statutory rights. Shirt Circle is not affiliated with the manufacturers, clubs, competitions or players mentioned.*

*— End of Auction Rules —*