

The Fellowship Auctions B.V. – Buyer’s Terms and Conditions

1. General

1.1 These terms and conditions apply to the purchase of a guitar or any comparable instrument through an online auction organized by The Fellowship Auctions B.V., hereinafter also referred to as “TFA.”

1.2 Private individuals (consumers) and companies (professional buyers or sellers) may purchase a guitar via an online auction organized by TFA on the website auctions.tfoa.eu. Different conditions apply to professional buyers than to private consumers. These differing conditions are also included in the seller’s terms and conditions.

1.3 By visiting or using TFA’s online auction platform and participating in an online auction, the buyer agrees to these terms, which apply when concluding a purchase agreement.

1.4 Only persons aged 18 years or older may participate in a TFA online auction as either a seller or a buyer.

2. Registration, Offer by Sellers, and Right of Withdrawal

2.1 The conditions applicable to registration and sale by (professional) sellers are set out in the relevant seller’s terms and conditions. Buyers are referred to those terms for more information about the process and applicable rules regarding registration, offers, and sales conditions.

2.2 If the buyer is a company (professional seller), the buyer is not entitled to the statutory right of withdrawal that applies to private consumers, which allows cancellation of the contract within 14 days of receiving the guitar. For private (consumer) buyers, the statutory right of withdrawal applies if the buyer wishes to exercise it.

3. Auction Procedure

3.1 TFA will open an online auction at a time and in a manner determined solely by TFA, allowing potential buyers to place bids on a guitar listed by a seller, including a minimum price. Once listed, a guitar cannot be withdrawn by the seller, and once a bid is placed by a buyer, it cannot be revoked and is therefore final.

3.2 The auction takes place exclusively online via auctions.tfoa.eu within a predetermined period, unless TFA decides otherwise.

3.3 The highest bid on a guitar at the end of the auction is considered the final bid.

3.4 If the predetermined minimum price is met, a binding sales agreement is established between the seller and the highest bidder.

3.5 If the minimum price is not met, no sale is concluded, regardless of whether bids were made.

3.6 A direct sales agreement is established between the highest bidder (buyer) and the seller at the end of the online auction. TFA is explicitly not a party to this agreement and solely facilitates the online auction process.

3.7 Only the seller is responsible for and bears the risks related to counterfeit instruments offered at auction. TFA cannot and will not be held liable in such cases, neither by buyers nor sellers.

4. Shipment or Collection of the Instrument

4.1 TFA will ship the guitar to the highest bidder (buyer) within 5 business days, unless the buyer opts to collect it in person at TFA, in which case collection must occur within 5 business days.

4.2 Shipping costs – including those related to exercising the statutory right of withdrawal – are always borne by the buyer.

4.3 The guitar will be properly packaged and insured for shipment by TFA.

4.4 Upon receipt, the buyer has the right to inspect the guitar. Only in the event of material discrepancies between the description and the actual guitar may the buyer cancel the purchase within 72 hours of receipt, after contacting TFA.

5. Payment, Fees, and Charges

5.1 After placing the highest bid, the buyer must transfer the corresponding amount to TFA within 3 business days. All payment methods are accepted, except checks; cash payments are only accepted up to the legal limit. TFA handles both receipt of payment from the buyer and payment to the seller.

5.2 For all services provided to the buyer in connection with the auction, TFA charges a 10% buyer's fee based on the highest bid amount. This fee, plus VAT, is added to the bid amount and is not included within it. The buyer's total payment therefore consists of the bid amount plus this fee.

5.3 TFA will only ship or release the guitar after full payment has been received.

6. Liability and Warranties

6.1 The buyer guarantees that they are legally entitled to purchase the guitar and accepts it as listed on the TFA auction site by the seller.

6.2 TFA is not liable for any damage incurred during shipment to or from the buyer, including returns under the right of withdrawal. All shipments must be insured.

6.3 TFA is only liable for damage to a guitar if it can be proven that such damage was directly caused by TFA. TFA shall not be liable for any other form of damage.

7. Privacy and Data Processing

7.1 Buyer's personal data will only be used for executing the transaction resulting from the auction, in compliance with applicable privacy legislation.

7.2 Buyer's data will not be shared with third parties without consent, unless TFA is legally required to do so or when necessary to complete the sales transaction with the seller.

8. Governing Law and Disputes

8.1 These terms and any auctions organized by TFA are governed exclusively by Dutch law.

8.2 Any disputes arising from or related to the auction that cannot be resolved amicably shall be submitted to the competent court in Zwolle, the Netherlands (District Court of Overijssel).