Auction Terms and Conditions of The Fellowship Auctions B.V. – Seller's Terms

1. General

1.1 These terms and conditions apply to the sale 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 Both private individuals and businesses (professional sellers) may offer a guitar for sale via an online auction organized by TFA on the website auctions.tfoa.eu. Different conditions apply to businesses (professional sellers) compared to private individuals participating as sellers in an online auction organized by TFA. These differing provisions are included in these seller's terms and conditions.

1.3 By accessing or using TFA's online auction platform—specifically by participating in an online auction—the provider (hereinafter also referred to as "the seller") agrees to these terms and conditions, which govern the relationship between the seller and TFA upon entering into a sales agreement.

1.4 Only persons aged 18 years or older may participate, either as sellers or buyers, in an online auction organized by TFA.

2. Registration and Offering

2.1 A seller offers their guitar for auction via the TFA online platform by completing a registration form and uploading clear photographs and an honest and accurate description of the guitar's condition. The seller alone is liable for any hidden defects and/or imperfections. A guitar will only be listed for auction after it has been delivered to or shipped to TFA and inspected by TFA.

2.2 By completing the registration form, the seller declares that they are the rightful owner of the offered guitar and that it is free of any third-party rights, including but not limited to pledges or hire-purchase agreements. The seller also declares that the offering and sale do not contravene any applicable laws or regulations, infringe upon third-party rights, or involve fraudulent or unlawful actions toward the buyer or any third party. If VAT applies to the sale, the seller must clearly state this and is solely responsible for remitting any due VAT to the Dutch Tax Authorities. All bids and final sales prices are deemed to include any applicable VAT.

2.3 TFA reserves the right to refuse any guitar offered for auction, without providing a reason.

2.4 Upon receipt of a guitar—either via shipment or personal delivery—TFA will assess its condition, set it up, and perform all related tasks as reasonably necessary.

2.5 If the seller is a business (professional seller) subject to EU consumer protection laws and the buyer resides within the European Union or the United Kingdom, the buyer has the right to withdraw from the sales agreement within 14 days after receiving the guitar. The buyer must contact TFA within this period to exercise this statutory right of withdrawal, which will be communicated to the seller. In such cases, the sales agreement between the seller and buyer is void, the seller must accept the return of the guitar unconditionally, and the buyer will receive a full refund of the amount paid to TFA, minus shipping costs. TFA's service fees, as set forth in these seller and buyer terms, remain due.

2.6 If TFA organizes viewing days or otherwise offers potential buyers the opportunity to physically inspect the guitar, the seller hereby gives prior and unconditional consent for such arrangements.

3. Auction Procedure

3.1 TFA will open an online auction at a time and in a manner determined solely by TFA. Potential buyers may place bids on a listed guitar, which includes a minimum price as specified by the seller. Once a guitar has been submitted for auction, it cannot be withdrawn.

3.2 The auction takes place exclusively online via auctions.tfoa.eu for a predetermined period, unless TFA decides otherwise. TFA has sole authority over the object description—including the listing text, images, and video materials—through which a guitar is presented for auction. All photos and videos of a guitar are produced solely by TFA, which retains full ownership rights over this material.

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

3.4 If the highest bid meets or exceeds the minimum price set by the seller, a binding sales agreement is established between the seller and the buyer.

3.5 If the minimum price is not reached during the auction, TFA will contact the seller to discuss whether a sale can still be arranged with the highest bidder.

3.6 A direct sales agreement between the seller and the highest bidder (the buyer) is concluded immediately upon the end of the online auction. TFA is expressly not a party to this sales agreement and merely facilitates the auction and all related services in accordance with these terms.

3.7 The seller is solely responsible for and bears all risks related to counterfeit instruments offered for auction. TFA shall never be liable to either the seller or the buyer in such cases.

4. Shipping and Delivery of the Instrument

4.1 TFA will ship the guitar to the buyer within five (5) business days after the auction, unless the buyer opts to collect it in person from TFA. In such cases, the guitar must be collected within five (5) business days.

4.2 Shipping costs are payable by the buyer and are clearly communicated in the buyer's auction terms.

4.3 TFA will ensure the guitar is properly packaged and shipped under insurance.

4.4 Upon receipt, the buyer has the right to inspect the guitar. Only in cases of material discrepancies between the item received and the auction description may the buyer cancel the purchase by contacting TFA within seventy-two (72) hours of receipt.

5. Payment, Fees, and Commissions

5.1 After the auction closes, the buyer must transfer the total amount of the winning bid to TFA within three (3) business days. TFA accepts all standard payment methods except cheques. Cash payments are only accepted up to the statutory limit. TFA handles both the buyer's payment and the seller's payout.

5.2 For all services rendered in connection with the auction, TFA charges the seller a commission of 12.5% of the final sale price. This amount, subject to VAT, will be deducted by TFA from the proceeds payable to the seller, even if this results in the seller receiving less than their predetermined minimum price.

5.3 After receiving payment from the buyer, TFA will transfer the remaining sale proceeds—after deduction of applicable fees—to the seller within fourteen (14) days of the buyer's receipt of the guitar, to the bank account specified by the seller in the registration form.

5.4 If a guitar is not sold via auction, it will be returned to the seller, who must pay a fee of €275.00 (excluding VAT) as reimbursement for TFA's incurred costs.

6. Liability and Warranties

6.1 The seller guarantees that they are legally entitled to sell the guitar and that it is not stolen property. The seller also warrants the accuracy and completeness of all information provided to TFA about the guitar.

6.2 TFA is not liable for any damage incurred during shipment from the seller to TFA, nor during shipment from TFA to the buyer, or return shipment to the seller if the item remains unsold. All shipments are insured.

6.3 TFA is only liable for proven damage caused to a guitar during its inspection, storage, or auction process. TFA is not liable for any other type of damage.

7. Privacy and Data Processing

7.1 The seller's personal data will only be used for the execution of transactions resulting from auctions and always in compliance with applicable privacy legislation.

7.2 The seller's data will not be shared with third parties without consent, unless TFA is legally required to do so.

8. Governing Law and Disputes

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

8.2 Any disputes arising from or related to the online auction shall, if not resolved amicably, be submitted to the competent court of Rechtbank Overijssel, location Zwolle, the Netherlands.