
CONDITIONS OF SALE

IMPORTANT

These **Online Bidding Terms and Conditions** apply to all Online Bidding and Sales. By registering to participate in ARMAND ARCACHE AND VALERIE ARCACHE auction, you expressly agree to these terms and conditions. These ARMAND ARCACHE AND VALERIE ARCACHE Online Bidding Terms and Conditions are supplemental, meaning that they shall apply in addition to the WEBSITE TERMS AND CONDITIONS and to the PRIVACY POLICY. By agreeing to the Online Conditions of Sale, you also agree to the WEBSITE TERMS AND CONDITIONS (<https://bid.arcacheauction.com/conditions-of-sale>) and to THE PRIVACY POLICY. (<https://bid.arcacheauction.com/privacy-policy>) Additional information applicable to the Auction Sale may also be set out in the Catalogue or on our Website, and it is your responsibility to review this information. References in this document to "ARMAND ARCACHE AND VALERIE ARCACHE," "we," or "us" or "ARCACHE" mean ARMAND ARCACHE AND VALERIE ARCACHE. References herein to "you" and "your" mean the person or entity registering to bid via the Online Bidding Service.

1. REGISTRATION

1.1 In order to bid in an Online Sale, you must be **at least 18 years of age** and you must register to bid online. Please note that you must be registered **at least 24 hours before the start of any Sale**, or you may not be able to bid online in that Sale.

1.2 Once you have registered, you should keep your account details strictly confidential, and you must not permit any third party to use or access your account on your behalf or otherwise. You will be liable for any and all bids made via your account.

1.3 Please note that ARCACHE reserves the right to reject a registration to bid online, withdraw its permission for you to use Online Bidding, or terminate an Online Bidding account, for any reason at any time before, during, or after a Sale notably and not restrictively for compliance and/or anti-money laundering issues and /or suspicious origin of funds and/or beneficial owner.

2. TERMS

2.1 BUYER agrees that these terms, as well as all other terms set forth below, can be amended or revised by ARCACHE at any time.

2.2 ARCACHE reserves all right, title and interest in and to all materials owned by it and retains all right, title and interest (including all intellectual property and proprietary rights) in and to all illustrations created and owned by ARCACHE

2.2 Inspection period: BUYER understands that any description given in the catalogue is not guaranteed, and the BUYER will rely entirely on its own inspection. All information and specifications contained in advertising the lots are believed correct, but ARCACHE assumes no responsibility for any errors or omissions.

ARCACHE holds viewing days before the Online Sale, allowing potential bidders to inspect the lots more closely and ask our specialists detailed questions. Catalogue description including nature, artist, period, materials, approximate dimensions, condition, and provenance are our opinion and/or those of the seller. Therefore they should not be relied upon as a statement of fact. You are strongly advised to examine in person any lot on which you may bid or have it examined on your behalf before any Online Sale. ARCACHE liability ends after the sale and any errors of authenticity will be borne by the seller.

The sizes of the lots, as shown in the Catalogue, are only quoted for indication. Relining, mounting, and cradling are considered measures of preservation and not a default. Therefore, they will not be mentioned in the catalogue.

Intending buyers are reminded that all lots are sold as shown. The absence of reference to conditions of the lots in

the Catalogue description does not imply that the lot is free from faults or imperfections. Prospective online bidders should inspect the lot before bidding to determine its condition and size. No bids can be withdrawn after Bidding for any reason.

You may ask ARCACHE for a Condition Report on the lot's general physical condition. If you do so, this will be provided by ARCACHE on behalf of the seller free of charge. The Condition Report represents ARCACHE's reasonable and objective opinion regarding the general condition of the lot specified in the particular report. ARCACHE does not represent or warrant that a Condition Report includes all aspects of the internal or external condition of the Lot. The Seller does not owe you as a Bidder or Buyer any obligation regarding this free report about a Lot.

ARMAND ARCACHE AND VALERIE ARCACHE WILL NOT BE RESPONSIBLE AFTER THE SALE FOR ANY CLAIM IN THIS RESPECT NOR TO THE AUTHENTICITY OF THE LOT. AUTHENTICITY IS A MATTER OF CHOICE.

3. ONLINE BIDDING PROCESS

3.1 Once you have successfully registered for Online Bidding in a Sale, you will be eligible to bid online at that Sale.

3.2 Bidding on each lot will open at or below the low pre-sale Estimate specified in the particulars for that Lot. It will increase at the increments provided as bidding on the lot progresses.

3.3 You will be able to place bids on a Lot during the bidding period indicated for each Lot, either by submitting your next bid using the increments indicated or by placing a Maximum Bid showing the most you are willing to bid (exclusive of Buyer's Premium and any applicable taxes which come in addition to your bid). When leaving a Maximum Bid, the system will automatically place incremental bids on your behalf in response to other bids until either there are no other bids or your Maximum Bid has been reached.

3.4 During a Sale, you can bid for a lot by clicking the Bid button. Each Bid shall be final and binding as soon as you click the CONFIRM BID button.

3.5 You acknowledge that the person who places the highest bid, is normally given the lot, and you agree that each Bid submitted as provided in these terms and conditions is irrevocable and cannot be amended or corrected, even if submitted in error and notified to us. You accept full liability for all Bids submitted via your Online Bidding account (including the obligation to pay in full and on time in accordance with the Online Bid Terms & Conditions for any lot that is the subject of a successful bid submitted from your account).

3.6 Whenever you are not connected to the platform, you will be notified by mail if you are outbid. In the event of a tie between bids placed, the earlier bid received by our server shall be accepted.

3.7 The time at which bidding shall close (Closing Time) for each Lot will be indicated for each Lot. No bids will be accepted after Lot Closing Time for the Lot concerned. However, to accommodate competitive bidding, if a lot receives a bid within the last 5 minutes, the sale will remain open for an additional 5 minutes. If any further bidding occurs, the extension timer will reset to 5 min. We reserve the right to close early or extend bidding at any time at our sole discretion. It is strongly recommended that bids be placed early to avoid losing out due to an ill-timed, last minute bid. All times are based on Lebanon Time Zone.

3.8 The record of sale (ARCACHE's records which relate to the sale) will be taken as absolute and final in all disputes. In the event of a discrepancy between any online records or messages provided to you and the record of sale, the record of sale will govern.

3.9 At any time, ARCACHE reserves the right, at its complete discretion, to withdraw any lot from the sale, or to group two or several lots, whether prior to or during the auction, and shall have no liability whatsoever with regard to such withdrawal or groups.

3.10 At any time, ARCACHE reserves the right, at its complete discretion, to modify the reserve price and or modify the estimate price with the seller's agreement and shall have no liability whatsoever with regard to such modifications. . If your bid matches the new reserve and you have the winning bid, you will have to pay for the lot, buyer's premium and applicable taxes as stated in section 5.

4. PURCHASE PRICE

The purchase price is the sum of the Bid Price, Buyer's Premium, VAT, and any sales tax if applicable.

The actual Buyer's premium and VAT in effect will be noted on the information tabs on the Online Bidding home page. You will see this additional information page when you click on the Lot to view the loads that will be selling. The Buyer's premium, VAT and any sales tax if applicable will also be noted in the Online Sales Catalogue for the appropriate Sale or on our website.

You may also call us to find out the exact amount of the Buyer's premium and taxes for any auction.

5. PAYMENT

5.1 At the end of the sale, you will be sent an email stating all your purchased lots and all applicable fees, including Buyer's Premium, VAT and taxes, if any.

5.2 All payments must be done in American Dollars and should be paid in cash, wire transfer, or by check to ARMAND ARCACHE OR VALERIE ARCACHE no later than by the end of the 3rd working day following the date of the auction. **If paying by bank transfer, the amount received after the deduction of any bank fees must not be less than the amount payable as set out on Buyer's invoice.**

5.3 We will only accept payment from the registered bidder. Once issued, we cannot change the buyer's name on an invoice or re-issue the invoice in a different name. You must pay immediately even if you want to export the lot and need an export license.

5.4 You undertake to pay for and collect, 72 hours after the end of the auction sale, any lot that is the subject of a successful bid submitted by you or from your Online Bidding account, in accordance with the Bid Terms & Conditions.

5.5 If you do not pay when it is due (see clause 5.2 above), then Armand ARCACHE OR VALERIE ARCACHE will be entitled to a) cancel the sale of the lot or b) offer the lot for private sale or public sale. In that case you are liable to pay us any shortfall between your purchase price and the proceeds from the resale. You must also pay all costs, expenses, losses, damages and legal fees we have to pay or may suffer and any shortfall in the seller's commission on the resale.

6. REMOVAL OF PURCHASES

6.1 All purchases must be removed from the auction site, provided that full payment is received, without damaging any property, and within 72 hours after the end of the auction sale. Buyer shall bear all costs, responsibility, and risk of such removal, and, in every case, Buyer will use prudence and care in such removal. Suppose for any reason Buyer fails to remove any of buyer purchases within the time specified above. In that case, ARMAND ARCACHE AND VALERIE ARCACHE shall have the right but not the obligation, in its sole discretion, to charge the buyer storage costs, resell, discard or remove said purchase to another warehouse, without waiving any rights that ARMAND ARCACHE AND VALERIE ARCACHE or Seller may have against Buyer in accordance with the Lebanese law.

6.2 ARCACHE does not provide you post-sale shipping facilities. Shipment arrangement and/or transportation of any lot is the responsibility of the Buyer. ARCACHE can arrange packing and shipping at the buyer's request and expense.

6.3 It is the sole responsibility of the Buyer to obtain any relevant import permit. Therefore, the Buyer will be required to pay any applicable taxes, import licenses, or customs duties. Any refusal or delay in obtaining a license shall not be grounds for the withholding of a sale or delay in full payment.

7- DISCLAIMER OF WARRANTY AND RELEASE

7.1 You expressly agree that use of this Web site is at your sole risk. Neither ARMAND ARCACHE AND VALERIE ARCACHE, nor any of their officers, directors, employees, agents, third-party content providers, or licensors (collectively, "Providers"), or the like, warrant that this Website will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of this site, or as to the accuracy, completeness, reliability, security, or currency of the Website. The Website may contain errors, omissions, inaccuracies, or outdated information. Further, Provider does not warrant reliability of any statement or other information displayed or distributed through the Website. Provider reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Website. The Provider may make any other changes to this Website at any time without notice.

The Provider makes reasonable commercial efforts to make the Website available at all times. However, Provider is not responsible for any service interruptions, including, but not limited to, interruptions that may affect aspects of the sale of equipment.

7.2 THIS WEBSITE AND THE INFORMATION, CONTENT, AND MATERIALS ON THIS SITE ARE PROVIDED ON AN "AS IS," "WHERE IS," AND "WHERE AVAILABLE" BASIS. PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, THE CONTENT, INFORMATION, OR THE MATERIALS ON THIS SITE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, OF ANY KIND, WITH RESPECT TO ANY OF THE MATERIALS, CONTENT, OR INFORMATION ON THIS SITE OR ANY GOODS OR OTHER PRODUCTS OR SERVICES OFFERED, SOLD, OR DISPLAYED ON THIS SITE OR YOUR USE OF THIS SITE GENERALLY, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY OF INFORMATION, QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW APPLIES TO THIS AGREEMENT.

8. LIMITATION OF LIABILITIES

YOU AGREE THAT ARMAND ARCACHE AND VALERIE ARCACHE AND ITS PROVIDERS SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS, OR EXPENSE OF ANY KIND ARISING OUT OF OR RESULTING FROM YOUR POSSESSION OR USE OF THE MATERIALS, CONTENT, OR INFORMATION ON THIS SITE OR FROM YOUR PURCHASE OR SALE OF GOODS THROUGH THIS SITE REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE. IN NO EVENT, INCLUDING, WITHOUT LIMITATION, A NEGLIGENT ACT, SHALL ARMAND ARCACHE AND VALERIE ARCACHE OR ANY OF ITS PROVIDERS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR INTERRUPTION OF BUSINESS), ARISING OUT OF OR IN ANY WAY RELATED TO THE MATERIALS, CONTENT, OR INFORMATION ON THIS SITE OR ANY OTHER PRODUCTS, SERVICES, OR INFORMATION OFFERED, SOLD, OR DISPLAYED ON THIS SITE, YOUR USE OF, OR INABILITY TO USE, THIS SITE GENERALLY, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT.

9. CHANGES TO THESE TERMS AND CONDITIONS

We may, from time to time, make changes to these Online Bidding Terms & Conditions. Please review these terms and conditions regularly to ensure you are aware of any changes made by us. If you use Online Bidding after changes have been made and posted, you shall be deemed to have agreed to such changes. If you do not agree to such changes, you should not make any subsequent use of the Online Bidding service.

10. EVENTS OUTSIDE OUR CONTROL

10.1 ARCACHE will not be liable or responsible for any failure to perform or delay in performance of any of our obligations under our Contract that is caused by an Event Outside our Control. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, failure of third parties to provide services, civil commotion, riot, invasion, terrorist attack, or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disasters, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport. 10.2 If an Event Outside Our Control takes place that affects the performance of our obligations under our Contract: (a) we will contact you as soon as reasonably possible to notify you; and (b) our obligations under our Contract will be suspended, and the time for performance of our obligations will be extended for the Event Outside Our Control duration. Where the Event outside Our Control affects our delivery of Artworks to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

10.3 You may cancel a Contract affected by an Event Outside Our Control, which has continued for more than [30] days. To cancel, please contact us.

11. GOVERNING LAW

These ARMAND ARCACHE AND VALERIE ARCACHE Online Bidding Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Lebanon, notably the **Consumer Protection Law**.

Any disputes arising in the interpretation or application of these Terms shall be brought before the Beirut Courts.

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