

## BUYER TERMS AND CONDITIONS

These Buyer Terms and Conditions (the “**Agreement**”) govern the relationship between THE FASHION AUCTIONEER LLC, a Delaware limited liability company (“**TFA**”), and any individual or entity registering to bid and/or placing a bid at auction (“**Buyer**”) (each individually referred to as a “**Party**” and collectively as the “**Parties**” to this Agreement). By registering to bid, placing a bid, or otherwise purchasing property from TFA, in any TFA auction or sale, whether directly through TFA’s platforms or indirectly through any third-party platform, website, or service that transmits bids to TFA’s auctions, Buyer acknowledges that Buyer has read, understood, and agrees to be bound by these terms and conditions set forth in this Agreement. If Buyer does not agree to the terms and conditions set forth in this Agreement, Buyer may not register to bid or place a bid at or in any TFA auction.

TFA reserves the right to revise, modify, or update these Terms and Conditions at any time in its sole discretion. Any such changes shall be effective immediately upon posting or notice to Buyer and shall apply to all subsequent bids, registrations, and transactions. Buyer’s continued participation in any TFA auction or sale following such changes constitutes acceptance of the revised terms. TFA further reserves the right to withdraw, suspend, or amend its website, online platforms, auction events, and any services or materials provided therein, at any time and in its sole discretion without prior notice to Buyer. TFA shall have no liability to Buyer if all or any part of TFA’s website, platforms, or services are unavailable at any time or for any period.

### ARTICLE I. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

1. “**Bid**” shall mean an offer made by a Buyer to purchase a Lot at auction.
2. “**Buyer**” shall mean any individual or entity registering to bid and/or placing a bid at a TFA auction, whether directly or through a third-party platform, or purchasing in a private sale.
3. “**Buyer Account**” shall mean the account created by Buyer to participate in TFA auctions, requiring registration and personal information.
4. “**Buyer’s Premium**” shall mean the additional fee charged by TFA on top of the purchase price, as set forth in this Agreement.
5. “**Catalogue**” shall mean the printed or digital publication provided by TFA that includes descriptions and images of Lots offered for sale.
6. “**Hammer Price**” shall mean the winning bid amount for a Lot, being the price at the fall of the auctioneer’s hammer in a live auction, the highest bid accepted by TFA at the close of bidding in an online or timed auction, or the agreed purchase price in a private sale.
7. “**Lot**” shall mean an item or group of items offered for sale by TFA at auction or private sale.
8. “**Reserve Price**” shall mean the minimum price at which a Lot will be sold as set by the Seller or TFA.

9. **“Sale Date”** shall mean the date on which a Lot is sold, being the date of the fall of the auctioneer’s hammer in a live auction, the close of bidding in an online or timed auction, or the date of sale in a private sale.
10. **“Seller”** shall mean the owner of a Lot who has consigned it to TFA for sale at auction.

## ARTICLE II. REGISTRATION AND BUYER ACCOUNT

1. **Buyer Account Creation and Accuracy.** To participate in auctions conducted by TFA, Buyer must register a Buyer Account. Registration requires Buyer to provide accurate and current information as prompted during the registration process, including but not limited to a valid email address, photo identification, contact information, and payment method. Buyer agrees to update such information to keep it accurate, current, and complete.

2. **Buyer Account Suspension or Termination.** TFA reserves the right to suspend or terminate any Buyer Account and refuse any current or future use of TFA’s services or participation in any future auction if any information provided by Buyer is found to be inaccurate, not current, or incomplete.

3. **Account Security and Confidentiality.** Buyer is responsible for maintaining the confidentiality of their Buyer Account information, including the password, and for all activities that occur under their Buyer Account. Buyer agrees to immediately notify TFA of any unauthorized use of their Buyer Account or any other breach of security. TFA will not be liable for any loss or damage arising from Buyer’s failure to comply with this Section 3.

4. **Eligibility.** Buyer must be at least eighteen (18) years of age to register a Buyer Account, place Bids, and/or participate in any TFA auction or private sale. By registering or placing a Bid, Buyer represents and warrants that they meet this minimum age requirement and have the legal capacity to enter into binding contracts under applicable law. TFA reserves the right to request proof of age and/or identity at any time and may refuse registration or reject Bids from any person who fails to provide satisfactory verification. Participation in TFA auctions or private sales may be restricted or prohibited for individuals or entities located in certain jurisdictions as determined by TFA in its sole discretion, including jurisdictions subject to economic sanctions or trade restrictions.

5. **Additional Verification.** TFA reserves the right, in its sole discretion, to require additional verification and documentation before approving registration or accepting Bids. The nature and extent of such verification requirements and any deposits may vary based on factors including but not limited to Buyer’s bidding history with TFA, the value of the Lots on which Buyer intends to bid, and TFA’s assessment of Buyer’s creditworthiness. Additional verification may include, but is not limited to:

- a. proof of funds sufficient to cover anticipated purchases, which may include bank statements, letters of credit, or evidence of previous auction purchases and payment history;
- b. a refundable cash deposit in an amount determined by TFA;
- c. valid credit card information for verification and potential authorization of holds against anticipated purchases; and
- d. credit checks and reference verification as part of the registration process.

### ARTICLE III. AUCTION PROCESS

1. **Bidding Procedures and Increments.** Bids must be placed in accordance with TFA's bidding increments as established for each auction. In live auctions, TFA shall have sole discretion to set and adjust Bid increments and advance bidding at levels it deems appropriate. In online and timed auctions, Bid increments are predetermined, and Buyers may not place Bids below a full increment above the current bid. TFA reserves the right to modify Bid increments at any time during an auction.

2. **Opening Bids and Reserve Prices.** TFA may establish opening Bids and Reserve Prices for any Lot. TFA or its representatives may place opening Bids on behalf of the Seller up to the Reserve Price. If bidding does not reach the Reserve Price, TFA may withdraw the Lot from sale. The Reserve Price will not exceed the low estimate stated in the Catalogue unless otherwise announced.

3. **TFA's Right to Refuse/Reject Bids.** TFA reserves the absolute right, in its sole discretion, to refuse or reject any Bid, to refuse to recognize any Buyer's Bid, to withdraw any Lot from sale, or to reoffer and resell any Lot. TFA shall have no liability whatsoever for exercising such rights.

4. **Prohibited Bidding Practices.** Buyers are strictly prohibited from engaging in any fraudulent, deceptive, or manipulative bidding practices, including but not limited to: (a) shill bidding, whereby a Buyer bids on their own items or arranges for another party to bid on their behalf to artificially inflate prices; (b) collusion with other bidders to suppress, manipulate, or fix prices; (c) interference with other bidders' ability to bid; or (d) use of multiple accounts to place Bids on the same Lot. TFA reserves the right to void any Bids, cancel any sales, suspend or terminate Buyer Accounts, and pursue all available legal remedies against any Buyer who engages in prohibited bidding practices.

5. **Agent Bidding on Behalf of Buyers.** A Buyer may authorize an agent to bid and purchase Lots on their behalf. Buyer remains fully liable for all Bids placed and obligations incurred by their agent. TFA may require written proof of agency authority before accepting Bids from an agent. Unless TFA is notified otherwise in writing prior to bidding, TFA may treat the apparent bidder as the principal and hold such person solely liable for all obligations under this Agreement.

6. **Online Auction Procedures and Extensions.** In online and timed auctions, Lots close sequentially at designated times. If a Bid is placed within the final period before a Lot's scheduled closing time as currently in effect, the closing time for that Lot shall automatically extend by the extension period currently in effect. Such extensions may continue for the maximum extension duration currently in effect from the original closing time. Extensions to one Lot do not affect the closing times of subsequent Lots.

7. **Binding Nature of Successful Bid or Private Sale Purchase.** Upon TFA's acceptance of Buyer's Bid as the highest Bid or Buyer's purchase in a private sale, Buyer becomes unconditionally obligated to purchase the Lot and to pay the Purchase Price in accordance with the terms and conditions of this Agreement. Buyer's placement of a Bid or agreement to purchase in a private sale constitutes Buyer's binding commitment to comply with all payment, collection, and post-sale obligations set forth in this Agreement. Title to any Lot shall not pass to Buyer until TFA has received payment of the Purchase Price as defined in Article IV, Section 1 in full.

8. **TFA's Right to Withdraw and Reopen.** TFA reserves the right to withdraw any Lot from sale, reopen bidding on any Lot, or cancel or void a sale under any of the following circumstances:

- a. if the sale would violate any applicable law, regulation, or court order;
- b. if there is a dispute regarding the Seller's title to or right to sell the Lot;

- c. if TFA has reasonable grounds to believe the Lot is counterfeit, stolen, or its attribution is materially incorrect.
- d. if the Seller withdraws the Lot prior to the fall of the hammer or close of bidding;
- e. if TFA discovers a material error in the Catalogue description or estimate;
- f. if the Lot is subject to claims, liens, encumbrances, or restrictions on transfer not disclosed prior to sale;
- g. if export, import, or other regulatory approval required for the sale cannot be obtained;
- h. if Buyer engaged in prohibited bidding practices as described in Article III, Section 4;
- i. if there is a bona fide dispute concerning the identification of the successful bidder or the validity of any Bid; or
- j. if TFA reasonably believes the sale would expose TFA or the Seller to liability or reputational harm.

If bidding is reopened, all prior Bids may be voided, and the Lot may be reoffered for sale. TFA's determinations regarding withdrawal, reopening, cancellation, or reoffering of a Lot under this Section 8 are final and binding, and TFA shall have no liability to any Buyer arising from the exercise of these rights.

**9. Dispute Resolution During Bidding.** If any dispute arises during the bidding process, including but not limited to disputes regarding Bid validity, bidding increments, bidder identity, or the determination of the successful bidder, TFA shall have sole authority to resolve the dispute. TFA may, in its discretion, accept or reject any Bid, reopen or continue bidding, cancel the sale, or reoffer the Lot. TFA's decision shall be final and conclusive, and no Buyer shall have any claim against TFA arising from or relating to such determination.

#### ARTICLE IV. PAYMENT TERMS

**1. Purchase Price.** Buyer shall pay TFA the total amount due (the "**Purchase Price**" as defined in this Section 1) for any Lot for which Buyer is the successful bidder or purchaser in a private sale within thirty (30) calendar days of the Sale Date. The Purchase Price shall mean and include:

- a. the Hammer Price;
- b. Buyer's Premium as specified at the time of sale, which shall be not less than twenty-five percent (25%) of the Hammer Price and may be higher on third-party bidding platforms;
- c. applicable sales tax based on the jurisdiction where the Lot is delivered or Buyer is located, as determined by applicable law;
- d. any shipping and handling charges and insurance costs for transport and storage incurred or advanced by TFA on behalf of Buyer;
- e. any export and import fees, permits, licenses, and customs duties incurred or advanced by TFA on behalf of Buyer; and

- f. any other taxes, levies, or charges imposed by governmental authorities and incurred or advanced by TFA on behalf of Buyer.

2. **Additional Fees.** Any additional fees, duties, or charges incurred by Buyer in connection with collection, customs clearance, or importation shall be the sole responsibility of Buyer.

3. **Accepted Payment Methods.** TFA reserves the right to refuse any payment method and to require payment by a specific method in its sole discretion. Payment by credit card or debit card constitutes authorization for TFA to charge the card for the total amount due, including the Hammer Price, Buyer's Premium, applicable taxes, and all fees. Currency conversion, if applicable, shall be at the exchange rate at the Sale Date, and Buyer shall bear all currency conversion costs and risks. All payments must be made in United States Dollars (USD). TFA accepts the following payment methods at its discretion:

- a. Automated Clearing House (ACH) or wire transfer to TFA's designated bank account, with all bank fees and charges borne by Buyer;
- b. credit card or debit card, subject to applicable processing fees borne by Buyer and TFA's right to impose transaction limits;
- c. such other payment methods as TFA, in its sole discretion, may accept in writing.

4. **Late Payment.** If Buyer fails to pay the Purchase Price and any applicable fees within thirty (30) calendar days, TFA may charge and Buyer shall pay interest on the overdue amount at the annual percentage rate of 6% above the prime rate, but in no event greater than the maximum rate permitted by law, from the Sale Date to the date the Purchase Price is received in cleared funds. TFA may invoice interest monthly and charge to Buyer's Buyer Account or payment method on file. This interest obligation is in addition to TFA's other remedies under this Agreement. Additionally, if TFA has reasonable cause to suspect that Buyer will default on payment or fail to comply with this Agreement, including without limitation where Buyer fails to communicate with TFA or respond to payment inquiries, TFA reserves the right to cancel a sale at any time, including before the payment deadline.

5. **Storage Fees.** If Buyer fails to collect a purchased Lot within thirty (30) calendar days following the sale as required by Article VIII, Section 1, TFA may charge and Buyer shall pay storage fees at its standard rates then in effect. Storage fees shall accrue daily and shall be the sole responsibility of Buyer. All Lots in storage shall be at Buyer's sole risk. TFA may charge storage fees to Buyer's payment method on file or offset such fees against any amounts owed to Buyer. TFA reserves the right to move Lots to third-party storage facilities at Buyer's expense.

6. **TFA's Remedies.** If Buyer fails to pay the Purchase Price and any applicable fees when required or otherwise breaches this Agreement, TFA may, in its sole discretion and without prejudice to any other rights or remedies, exercise the following remedies:

- a. cancel the sale and retain, in whole or in part, any deposits or payments as liquidated damages;
- b. resell the Lot at auction or privately, with Buyer liable for any shortfall between the original Purchase Price and the resale proceeds, plus all costs of resale;
- c. charge storage fees at TFA's standard rates if Buyer fails to collect the Lot within thirty (30) calendar days as required by Article VIII, Section 1, with all Lots held at Buyer's sole risk and expense;

- d. set off any amounts owed to Buyer against amounts Buyer owes to TFA;
- e. exercise a lien over any of Buyer's property in TFA's possession;
- f. reject future Bids or require deposits for future participation in auctions or sales;
- g. initiate legal proceedings to recover all amounts due, including interest, costs, and attorneys' fees on a full indemnity basis; and
- h. disclose Buyer's information to the Seller or other parties as necessary to enforce TFA's rights.

7. **Security Interests and Liens.** Buyer grants TFA a continuing security interest in any property, Lots, or funds of Buyer in TFA's possession, custody, or control as collateral for all of Buyer's obligations under this Agreement. TFA may retain and apply such property or funds to satisfy any amounts owed by Buyer, including unpaid Purchase Prices, fees, storage charges, and costs of collection.

## ARTICLE V. TFA WARRANTY

1. **Authenticity Guarantee.** TFA guarantees that any Lot described in the Catalogue as authentic or attributed to a particular designer, brand, or creator is authentic as stated, based on the current consensus of qualified experts (the "**Authenticity Guarantee**"). However, the Authenticity Guarantee is subject to the following limitations:

- a. it applies only to the authorship, designer, or brand attribution expressly stated in the Catalogue, not to other characteristics such as date, origin, condition, or materials;
- b. it does not apply to attributions qualified by terms such as "attributed to," "style of," "manner of," or similar qualifications; and
- c. claims arising under this Authenticity Guarantee must be made in accordance with the procedures set forth in Section 2.

2. **Authenticity Claims Procedure.** To make a claim under the Authenticity Guarantee, Buyer must notify TFA in writing within one (1) year of the Sale Date, providing a detailed explanation of the claim, supporting evidence from at least two qualified independent experts, proof of title and payment in full, and must return the Lot to TFA in the same condition as when sold. Buyer shall bear all costs of packing, insuring, and shipping the Lot to TFA for examination. TFA may, at its discretion, require additional expert examination before accepting any claim. Buyer shall bear all costs of additional examination and return shipping unless the claim is upheld, in which case TFA shall reimburse Buyer for such reasonable documented costs.

3. **Remedy for Valid Authenticity Claims.** If TFA agrees the claim is valid, or if independent experts confirm the Lot is not authentic as described, Buyer's sole remedy shall be rescission of the sale, and TFA's sole obligation shall be to refund the Purchase Price paid by Buyer for that Lot, plus the reasonable documented costs of return shipping. No refund shall include interest, consequential damages, or any other amounts. Any refund is conditioned upon Buyer's full compliance with all requirements of Section 2, and TFA's verification that the Lot remains in the same condition as when sold. Buyer shall return the Lot in the same condition as sold. Each Lot is subject to a separate Authenticity Guarantee claim, and Buyer may not seek rescission or refund for any Lot that is not the subject of a valid authenticity claim

4. **Exclusion of Other Warranties.** All Lots are sold “AS IS” and “WHERE IS” with all faults. Except for the express Authenticity Guarantee set forth in this [Article V](#), TFA and the Seller make no representations or warranties of any kind, whether express or implied, oral or written, with respect to any Lot, including but not limited to its condition, quality, rarity, importance, provenance, or exhibition history. Additionally, Neither TFA nor the Seller make any representations or warranties as to whether any Lot is subject to copyright or whether Buyer acquires any copyrights, including but not limited to any reproduction rights in any Lot.

5. **Disclaimer of Merchantability.** TFA and the Seller expressly disclaim any implied warranty of merchantability to the fullest extent permitted by applicable law. No Lot is warranted to be merchantable or fit for ordinary use.

6. **Disclaimer of Fitness for a Particular Purpose.** TFA and the Seller expressly disclaim any implied warranty of fitness for a particular purpose to the fullest extent permitted by applicable law. Buyer is solely responsible for determining whether any Lot is suitable for their intended use.

7. **Information Disclaimer.** TFA may provide the Catalogue, condition reports, additional photographs, estimates, and other information regarding Lots through various means, including oral statements, written materials, and electronic communications. All information provided by TFA, including but not limited to descriptions, attributions, provenance, exhibition history, literature references, estimated values, and any statements made by TFA or TFA representatives, are statements of opinion only and are provided for general guidance purposes. Such information is not and shall not be deemed to be a representation, warranty, or assumption of liability by TFA. Buyer should not rely on any such information as statements of fact.

8. **Buyer’s Inspection Obligation.** Buyer has the sole obligation and responsibility to request an inspection and inspect any Lot prior to placing a Bid or completing a private sale purchase. Any inspection request must be submitted by Buyer in writing in advance of the auction or private sale and is subject to TFA’s acceptance in its sole discretion. If accepted by TFA, such inspection shall be conducted at a reasonable time and place approved by TFA. Buyer is solely responsible for satisfying itself as to the condition, authenticity, attribution, provenance, and all other aspects of any Lot. Failure to request or conduct an inspection prior to bidding or purchasing shall not constitute grounds for cancellation, return, or any claim against TFA or the Seller.

## ARTICLE VI. BUYER’S REPRESENTATIONS AND WARRANTIES

1. **Legal Capacity and Authority.** Buyer represents and warrants that it has the legal capacity and authority to enter into this Agreement, to place Bids, and to purchase Lots. If Buyer is acting through an agent, Buyer represents that such agent is duly authorized to act on Buyer’s behalf, and Buyer remains fully liable for all acts and obligations of such agent under this Agreement.

2. **Accuracy of Information Provided.** Buyer represents and warrants that all information provided to TFA, including registration and Buyer Account information, is true, accurate, current, and complete, and that Buyer will promptly update such information to maintain its accuracy.

3. **Compliance with Laws.** Buyer represents and warrants that it will comply with all applicable laws, regulations, and rules in connection with its registration, bidding, purchase, payment, collection, and possession of any Lot, including but not limited to laws governing economic sanctions, export controls, import restrictions, customs requirements, tax obligations, and consumer protection. Buyer further represents that it is not subject to economic sanctions administered by the U.S. Government or any other governmental authority.

4. **Legitimate Purpose.** Buyer represents and warrants that it is acquiring any Lot for legitimate purposes and not for any illegal purpose, money laundering, fraud, or other unlawful activity.

5. **Financial Capacity.** Buyer represents and warrants that it has sufficient financial resources to fulfill all payment obligations under this Agreement.

## ARTICLE VII. TRANSFER OF TITLE AND RISK

1. **When Risk Passes to Buyer.** Risk of loss or damage to any Lot passes to Buyer, upon which Buyer bears all risk of loss, damage, theft, or destruction to the Lot, regardless of cause, upon the earlier of:

- a. collection of the Lot by Buyer or Buyer's agent from TFA's premises;
- b. delivery of the Lot to a third-party shipper or carrier designated by Buyer and approved by TFA in its reasonable discretion, at which point the Lot is deemed sold on an EXW (Ex Works) basis from TFA's location; or
- c. thirty (30) calendar days after the Sale Date, regardless of whether Buyer has collected the Lot, as further described in Article VIII, Section 1.

2. **When Title Transfers.** Title to any Lot shall not pass to Buyer until TFA has received payment in full of the Purchase Price, including the Hammer Price, Buyer's Premium, and all applicable taxes, fees, and charges. Until title passes, the Lot remains the property of the Seller or TFA, as applicable.

3. **Insurance Obligations.** Once risk of loss passes to Buyer pursuant to Section 1, Buyer is solely responsible for insuring the Lot against all risks of loss or damage. TFA carries no insurance on Lots after risk has passed to Buyer. Buyer acknowledges that TFA has no obligation to insure any Lot at any time and that any insurance maintained by TFA is for TFA's benefit only.

## ARTICLE VIII. POST-SALE OBLIGATIONS

1. **Collection Deadlines.** Buyer must collect all purchased Lots within thirty (30) calendar days following the Sale Date. TFA will notify Buyer when Lots are available for collection. Collection must be scheduled in advance and completed during TFA's business hours.

2. **Collection Procedures and Locations.** Lots must be collected from TFA's premises or such other location as TFA may designate. Buyer must provide valid photo identification and proof of payment in full prior to collection. Buyer is responsible for all packing, handling, and removal of Lots. TFA may require advance notice of at least forty-eight (48) hours for collection appointments.

3. **Shipping Arrangements and Cost.** Buyer is solely responsible for arranging and paying all costs of packing, shipping, insurance, and transportation of purchased Lots. Any third-party shipper or carrier must be designated by Buyer and approved by TFA in its reasonable discretion. Upon delivery of any Lot to such third-party shipper or carrier, the Lot is deemed sold on an EXW (Ex Works) basis from TFA's location, and risk of loss passes to Buyer as set forth in Article VII, Section 1(b). TFA may provide referrals to third-party shipping companies but makes no representations or warranties regarding such services. Any shipping arranged by or through TFA is at Buyer's sole risk and expense, and TFA shall have no liability for loss, damage, or delay during transit. Buyer must provide complete and accurate shipping instructions and delivery addresses.

4. **Export/Import Compliance.** Buyer is solely responsible for obtaining all required export licenses, import permits, customs clearances, and approvals for any Lot. TFA makes no representation that any Lot can be exported or imported to any jurisdiction. Buyer shall comply with all applicable export control laws, import restrictions, and customs regulations. TFA may, but is not obligated to, provide assistance with export documentation at Buyer's expense. Any delays, seizures, or penalties arising from export or import violations are Buyer's sole responsibility.

5. **Limited Return Rights.** All sales are final. Buyer has no right to return any Lot or cancel any purchase for any reason, except as expressly provided in Article V, Sections 1-3 including but not limited to buyer's remorse, change of mind, condition issues, or dissatisfaction with the Lot.

## ARTICLE IX. LEGAL AND COMPLIANCE

1. **Personal Data Collection and Use.** Buyer acknowledges that TFA collects, uses, and retains personal data provided during registration, bidding, and purchase, including name, contact information, payment details, bidding history, and transaction records. TFA uses such data to process registrations, Bids, and transactions; verify identity and creditworthiness; comply with legal obligations, including anti-money laundering and tax requirements; enforce this Agreement and TFA's rights; improve TFA's services and customer experience; and send auction notifications and marketing communications where permitted by law. Buyer consents to such collection, use, and retention as necessary for TFA to perform its obligations under this Agreement and comply with applicable law.

2. **Third-Party Sharing.** TFA may share Buyer's personal data with: service providers who perform functions on TFA's, Seller's, or Buyer's behalf, including payment processors, shipping companies, and IT service providers; the Seller of any Lot purchased by Buyer, to the extent necessary to complete the transaction; law enforcement, regulatory authorities, or other governmental entities when required by law or to prevent fraud or other illegal activity; professional advisors, including attorneys, accountants, and auditors; and potential or actual acquirers in connection with any sale, merger, or transfer of TFA's business or assets. TFA requires third-party service providers to maintain confidentiality and use personal data only for the purposes for which it was disclosed.

3. **Buyer Rights.** Buyer may request access to, correction of, or deletion of personal data held by TFA by contacting TFA in writing. TFA will respond to such requests within a reasonable time and as required by applicable law. TFA may retain certain data where necessary to comply with legal obligations, resolve disputes, enforce this Agreement, or maintain business records.

4. **Cookie Policy.** TFA's website and online platforms use cookies and similar tracking technologies to enable essential functionality, maintain Buyer Account sessions, remember preferences, analyze site usage, and deliver relevant content. By using TFA's website or platforms and/or registering a Buyer Account, Buyer consents to the use of cookies. Buyer may disable cookies through browser settings, but doing so may limit functionality and prevent participation in online auctions.

## ARTICLE X. LIABILITY AND INDEMNIFICATION

1. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, TFA SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY TO ANY LOT, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, EXCEPT WHERE SUCH LOSS OR DAMAGE IS CAUSED BY TFA'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. TFA SHALL NOT BE LIABLE FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE CATALOGUE OR ANY OTHER INFORMATION PROVIDED.

2. **Exclusion of Indirect/Consequential Damages.** In no event shall TFA be liable for any indirect, incidental, special, consequential, or punitive damages, including lost profits, loss of use, loss of data, or business interruption, whether based in contract, tort, strict liability, or otherwise, even if TFA has been advised of the possibility of such damages.

3. **Cap on Liability.** TFA's total cumulative liability to Buyer for all claims arising under or related to this Agreement, regardless of the form of action, shall not exceed the Purchase Price actually paid by Buyer for the specific Lot that is the subject of the claim.

4. **Buyer's Indemnity Obligations.** Buyer shall indemnify, defend, and hold harmless TFA, its officers, directors, employees, agents, and affiliates from and against all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising from Buyer's breach of this Agreement, Buyer's violation of any law or regulation, any claim by third parties relating to Buyer's possession or use of any Lot, or any misrepresentation made by Buyer to TFA.

## ARTICLE XI. INTELLECTUAL PROPERTY

1. **TFA's Intellectual Property.** All content provided by TFA, including the Catalogue, website, online platforms, lot descriptions, photographs, images, videos, logos, and other materials, is owned by TFA or its licensors and is protected by copyright, trademark, and other intellectual property laws. Buyer may not reproduce, distribute, modify, publicly display, create derivative works from, or otherwise commercially exploit any TFA content without TFA's prior written consent.

2. **No Rights to TFA Content.** The purchase of any Lot does not transfer or grant to Buyer any copyright, license, or other rights in any photographs, images, descriptions, or other content created by TFA or its agents in connection with the Lot.

## ARTICLE XII. DISPUTE RESOLUTION

1. **Negotiation.** Before initiating arbitration, the Parties shall attempt to resolve any dispute through good faith negotiation for thirty (30) calendar days following written notice of the dispute.

2. **Arbitration.** Any dispute not resolved through negotiation shall be finally resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules before a single arbitrator. The arbitration shall be conducted in English at TFA's principal place of business or such other place specified by TFA. All arbitration proceedings and awards shall be confidential, except as required by law or to enforce the award. Either Party may seek injunctive relief from a court of competent jurisdiction to prevent irreparable harm without waiving the right to arbitrate.

3. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to conflict of law principles. Each Party irrevocably submits to the exclusive jurisdiction of the courts of the Commonwealth of Virginia for any matters not subject to arbitration under this Agreement.

## ARTICLE XIII. GENERAL PROVISIONS

1. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, representations, agreements, and understandings, whether written or oral.

2. **Corporate Authority.** If Buyer is not an individual, Buyer represents and warrants that: (i) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation; (ii) any agent acting on behalf of an entity has full power and authority to enter into and perform this Agreement; and (iii) the execution and performance of this Agreement does not violate or conflict with its organizational documents, any applicable law, or any agreement to which Buyer is a party or by which it is bound.

3. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. Any invalid provision shall be reformed to the minimum extent necessary to make it valid and enforceable.

4. **Waiver.** TFA's failure to enforce any provision of this Agreement or to exercise any right shall not constitute a waiver of that provision or right or of TFA's ability to enforce it in the future. Any waiver must be in writing and signed by TFA to be effective.

5. **Assignment.** TFA may assign or transfer its rights and obligations under this Agreement without notice to or consent from Buyer. Buyer may not assign or transfer any rights or obligations under this Agreement without TFA's prior written consent. Any attempted assignment in violation of this provision is void.

6. **Force Majeure.** TFA shall not be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, civil unrest, labor disputes, pandemic, government action, fire, flood, or failure of transportation, utilities, or communications. TFA may cancel any sale or extend any deadline during a force majeure event without liability.

7. **Legal Notice.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") shall be in writing and addressed to TFA as set forth below and to Buyer at the address and email address provided in its Buyer Account, or to such other address as may be designated in writing by the applicable Party from time to time. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if: (i) the receiving Party has received the Notice; and (ii) the Party giving the Notice has complied with the requirements of this Section.

**Notice to TFA:**

THE FASHION AUCTIONEER LLC  
ATTN: Lucy Bishop  
8401 Mayland Dr. #7575  
Richmond, Virginia 23452  
lucy@thefashionauctioneer.com

8. **Termination & Survival.** This Agreement terminates when all obligations arising from any purchase have been fully satisfied. TFA may terminate a Buyer Account at any time in its sole discretion. The following provisions survive termination: [Article IV](#) (Payment Terms), [Article V](#) (TFA Warranty), [Article VI](#) (Buyer's Representations and Warranties), [Article VII](#) (Transfer of Title and Risk), [Article X](#) (Liability and Indemnification), [Article XI](#) (Intellectual Property), and [Article XII](#) (Dispute Resolution).