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The undersigned ("Owner" "You"), by this agreement, authorize Antique Arena ("AA" "We") to offer for sale at the Marketplace the personal property ("Property" "Item") listed on the Item Schedule, subject to the terms set forth herein and AA Terms and Conditions of sale for the Marketplace, by which Owner hereby agree to be bound.

1. **MARKETPLACE.** AA will attempt to obtain the highest price possible. However, the Property will be sold to the highest bidder without reserve unless otherwise stipulated in this Agreement. In connection with any Property or sale, either before or after the transaction, AA shall have the absolute right to: consult experts, research provenance, combine the Property into lots, publish/not publish a catalogue and otherwise market and promote the sale, describe the Property at its sole discretion and as we deem appropriate, determine the manner of conducting the sale, set sale.
2. **AUTHENTICATION AND ATTRIBUTION.** Antique Arena encourages transparency regarding the history and attribution of items listed for auction. While sellers are recommended to share available documentation, such as provenance records or third-party authenticity assessments, Antique Arena does not independently verify, endorse, or guarantee the accuracy of such materials, the authorship of artworks, or the authenticity of items. The platform reserves the right to review or remove listings if concerns arise about an item's attribution or documentation, which may also impact seller account status. Buyers are advised to conduct their own due diligence or consult experts before participating in auctions.
3. **SELLER'S REPRESENTATIONS AND WARRANTIES.** By listing items for sale, sellers represent and warrant that: They have the legal right to sell the items. The items are free from any claims, including counterfeit claims, and do not infringe on the intellectual property rights of third parties. Accurate descriptions, provenance, and authenticity certificates are provided for each item. Sellers acknowledge that misrepresentation or failure to provide sufficient documentation can lead to the removal of items and liability for any claims arising from the sale of counterfeit or misrepresented items.
4. **SELLER LIABILITY.** Sellers are responsible for ensuring the accuracy of the information provided for each listing. In the event of a dispute regarding authenticity or attribution, the seller agrees to cooperate fully with Antique Arena in resolving the matter, including but not limited to providing additional documentation or facilitating returns and refunds. Sellers may be held liable for any claims of counterfeit or fraudulent items, and Antique Arena reserves the right to seek indemnification for any damages, losses, or legal costs incurred.
5. **COOPERATION WITH LAW ENFORCEMENT AND LEGAL BODIES.** Antique Arena is dedicated to upholding the law and will fully cooperate with law enforcement agencies and legal bodies in matters related to counterfeit or fraudulent items. In the event of legal action, Antique Arena will provide the necessary information, including seller details, to the appropriate authorities to facilitate investigations and enforcement actions. Sellers acknowledge and agree that their information may be disclosed as part of compliance with legal processes.
6. **BUYER'S REMEDIES FOR COUNTERFEIT ITEMS.** If an item is proven to be counterfeit, Antique Arena will provide remedies to the buyer, which may include a full refund of the purchase price, provided the claim is made within the stipulated time frame and accompanied by credible evidence. Buyers are encouraged to review all available information and conduct due diligence before placing offers.
7. **LIMITATION OF LIABILITY.** Antique Arena's descriptions of items are based on information provided by the seller and are not guaranteed. While Antique Arena strives to ensure the accuracy of listings, it is not liable for any discrepancies related to the authenticity or attribution of items. Buyers and sellers are responsible for their own due diligence.
8. **COMMISSION.** Owner will pay AA a commission set forth in the Commission Rate Schedule of this agreement on each item of the Property sold.
9. **BUYER'S PREMIUM.** You authorize AA to charge the buyer and retain a commission on each lot sold (the "buyer's premium"). AA shall have the right to pay out commissions and/or fees, without notice to you, to any third party.
10. **WITHDRAWAL.** Owner may not withdraw Property from sale after the date on which this Agreement has been signed. Should Owner withdraw listed item(s), a withdrawal fee of \$25 (twenty-five dollars) per item will be assessed, in addition to any incidental or consequential damages incurred as a result of your breach, notwithstanding anything to the contrary in this Agreement. AA may withdraw the Property at any time before sale without any reason, and at its sole discretion. If the property is withdrawn due to the uncertainty as to the accuracy of any of the representations or warranties by the Owner, or breach of any provision of this Agreement, Owner must pay (a) all out-of-pocket expenses incurred by AA up to and including the date of withdrawal, and (b) a withdrawal fee in the amount of \$25 (twenty-five dollars). Such expenses and withdrawal fees shall be paid within ten days of the notice of withdrawal.
11. **FEES AND EXPENSES.** Owner agrees to pay the following: (a) a fee of 1.5% of the value of the Property for maintaining insurance on the Property for liability against loss or damage (see paragraph 16); (b) the cost of packing, shipping, delivering, and customs duties to our premises; (d) the cost of any agreed-upon advertising; and (f) the cost of other services, such as restoration, repair and tests, approved by Owner. All printing, advertising, and Marketplace expenses will be the responsibility of AA, unless otherwise agreed by the Parties in writing.
12. **RESERVES.** The reserve shall be expressly set forth in the item schedule. If no reserve has been set by this agreement in the item schedule, AA shall have the right to sell the Property without reserve or set the reserve at its sole discretion. Owner shall not bid on the Property, instruct, and/or permit any other person(s) to bid on the Property on Owner's behalf. In the event Owner fails to comply with this provision and becomes the winning bidder on the Property, Owner shall pay to AA the selling commission as set forth in this agreement and the buyer's premium on the hammer price. AA shall be entitled to bid on Owner's behalf up to the amount of the reserve. If a reserve price is set on an item and the item goes unsold, having not reached the reserve, Owner shall pay a fee in the amount of \$25 (twenty-five dollars). If Owner accepts the reserve suggested by AA, and the item goes unsold, no charge would be assessed.
13. **PRIVATE SALE.** If any of your lots fail to sell in the Marketplace, you hereby authorize AA to act as your exclusive agent, for a period of 90 days following the sale, and to sell the lot privately for a price indicated as a reserve for such lot. Your obligations for private sale would remain the same as if the lot had been sold in the Marketplace.
14. **REMOVAL OF PROPERTY.** Unsold or withdrawn Property, which is not subject to the Private Sale provision, must be removed by Owner within seven (7) days after the sale. In the event Property is not removed, by the Owner, for whatever reason, there will be a charge of \$5 (five dollars) per day to accommodate the listed items. Storage of the Property prior to the sale will be the responsibility of AA.
15. **SETTLEMENT.** AA will remit to Owner the net sale proceeds (less buyer's premium, fees, expenses, and commission) within thirty-five (35) days after receipt of collected funds unless the buyer has notified AA of the intention to rescind the sale. AA may also deduct from the net sale proceeds and retain any other amount you owe us otherwise. AA reserves the right to impose a late charge of 1.5% per month on any amount due and remaining unpaid for more than fifteen days after the notice was given to the Owner. The late charge will be imposed, in addition to any other remedies available to AA under this Agreement or by law.
16. **NON PAYMENT BY THE BUYER.** In the event that the Buyer fails to pay for the Property, AA has no obligation to collect or otherwise enforce payment by the buyer. AA shall have the right to cancel the sale and return the Property to you. In the event of non-payment by the buyer, AA in its sole discretion may (1) reoffer Property in the Marketplace, (2) cancel the sale and return the Property to Owner, (3) enforce payment by the buyer, or (4) take any other actions permitted by law. AA shall not, under any circumstances, be liable for any consequential damages to Owner as a result of non-payment by the buyer.
17. **REPRESENTATION AND WARRANTIES.** You represent and warrant to AA and to each buyer that you have the right to sell the Property; that the Property is and will remain, free of any liens, claims, encumbrances, restraints, and/or judgments; that good and clear title and right to possession will pass to the buyer; that you have provided all information concerning the provenance of the Property; that you have no reason to believe that Property is not authentic or counterfeit; that no applicable laws, regulations, and/or procedures have been violated during importing/exporting the Property; that there are no restrictions on the reproduction of the photographs of the Property.
18. **COMPLETE DISCLOSURE.** You represent and warrant that you have divulged all information, to the best of your knowledge, that may have bearing upon the listed Property, including but not limited to authenticity, condition (restoration), age, provenance, previous sales information. Failure to comply with this provision relieves AA from any potential liability resulting from the good faith sale of listed Property. You shall be responsible for any potential liability for failure to disclose such information.
19. **INDEMNIFICATION.** Owner agrees to indemnify and hold AA and each buyer harmless from and against any and all claims, actions, damages, losses, liabilities and expenses (including reasonable attorneys' fees) relating to the breach or alleged breach of any of the obligations, representations or warranties set forth in this Agreement. Owner's representations, warranties and indemnifications will survive the completion of the transactions contemplated by this Agreement.
20. **PHOTOGRAPHS.** Owner authorizes AA to photograph the Property at AA's sole discretion for promotion and/or any other purposes. All such photographs, digital and/or any other images of the Property shall become an exclusive property of AA and can be used at AA's sole discretion, including, but not limited to publishing and disseminating. AA shall retain the exclusive copyright to all images, catalogues, and any other illustrations and descriptions of the Property created by AA.
21. **RESCISSION.** You authorize AA to rescind the sale of any Property in accordance with Terms & Conditions of Sale, or if we learn that the Property is inaccurately described, or is a counterfeit, or if we determine that offering such Property for sale has subjected or might subject AA and/or you to any liability, including liability according to any warranties of title or warranties of authenticity including our terms of the guarantee. Upon receipt of a notice of intention to rescind and our determination that the Property is subject to rescission under terms and conditions of sale, we will credit the buyer with the purchase price; you will return to us on ten days' notice to you any sale proceeds for such Property paid by us to you or to a third party as directed by you, and we will return the Property to you after you reimburse us for expenses incurred in connection with the rescinded sale, and pay us any other amounts you owe.
22. **INSURANCE.** AA will take reasonable care of all Property received. AA maintains insurance for loss or damage to all property that is in our custody and control. If parties cannot agree on the value of the property (in connection with a claim), an independent appraiser may be retained to determine the fair market value and his decision (less commission and expenses) will be binding on both parties. Both parties will equally share the cost of such appraisal. Neither AA nor our insurer will be responsible for Property that is not within our custody or control, or liable for damage occurring in the course of any process undertaken by third parties employed with Owner's consent (including restoration, repair, or cleaning), or for damage caused by changes in humidity or temperature, inherent conditions or defects, normal wear and tear, acts of war, acts of terrorist, or any other unforeseeable circumstances. In any event, our liability to you resulting from loss or damage to the Property shall not exceed either the reserve value of the property set forth in the Item Schedule or our most recent presale estimate. In the event of such payment, title and all interest to the Property shall pass to AA. In the event of a partial loss, our liability would be limited to the cost of restoration and depreciation amount.
23. **NOTICES.** Owner agrees that, unless expressly set forth in this Agreement, all communication and notices in connection with this agreement should be sent to the email address indicated in this agreement.
24. **GOVERNING LAW & JURISDICTION.** This Agreement is made and performed in the State of New York, and all rights and obligations hereunder shall be governed by New York law, excluding its conflict of laws rules. The jurisdiction for resolving all disputes under this Agreement shall be the State and County of New York. Parties irrevocably consent to service of process, or service of any other documents in connection with proceedings in any court by certified mail, return receipt requested at the address set forth herein.