

Akihabara Auctions Terms & Conditions

This agreement stipulates the rules for buying and selling products through Akihabara Auctions (hereinafter referred to as "auction") sponsored by Akihabara Auctions Co., Ltd. (hereinafter referred to as The Company or we). Please read it carefully in advance and check each clause before participating in the auction. At the time when the sales consignment (listing), bidding (bid) of the product and the sales contract to buy and sell the product are concluded at the Company, the relevant person and related parties shall be deemed to have agreed to this agreement. (However, if there is a separate contract or agreement with us, that contract or agreement will take precedence.)

Chapter 1 Registration

1-1 The bidder and his/her agent or messenger must complete the registration procedure designated by the Company in advance, to participate in the auction. If you do not follow this procedure, you will not be able to enter the venue on the day of the auction, and you will not be able to participate in online, written or telephone bidding.

1-2 The registration set forth in the preceding paragraph shall be made by one of the following two methods.

Method1

Register the necessary information from the registration form on our website and apply for the identity verification documents specified separately by us through our website

Method 2

Obtain the registration application form by one of the following means, fill in the necessary items, and apply for the identity verification document specified separately by the Company by mail, e-mail, fax or by bringing it to the auction site

- Request the registration application to be sent by phone or email
- Apply for registration at the preview or auction venue

We may, at our discretion, refrain from registering applicants for registration as set forth in the preceding paragraph, or even registered persons may not be permitted to enter the auction site or may be requested to leave the auction site. (In that case, please follow the instructions immediately.)

Chapter 2 Items subject to auction listing

2-1 Responsibility to provide true information

The seller must tell the known truth such as the production of the exhibited product, product name, size, presence/absence of signature, technique, year of production, condition, defect, research number on the catalogue raisonné, history, exhibition information, etc. The Company reserves the right to return the consigned product and cancel the auction listing if the information transmitted by the seller contains malicious or arbitrary falsehood and conceals the facts. In addition, if the exhibited product is listed in the catalog and made a successful bid while the truth, defects, defects, etc. regarding information that cannot be found by ordinary preliminary investigations by our employees, experts, councilors, etc. are hidden, we or The highest bidder (hereinafter referred to as the "successful bidder") has the right to cancel the sales contract and claim the seller for any damages caused by the purchase at the same time as the return of the winning bidder. The seller must comply with this.

2-2 Shipping

Among the products outsourced for sale by auction, those that have passed our examination will be sold by our own open auction method. In addition, since the examination is conducted at our discretion according to the standards prescribed by the Company, we may refuse the sales consignment. We shall not be obliged to publicize the examination criteria, methods, and contents.

2-3 Product condition

Since the product is not new due to its nature, it will be sold as it is. So-called junk items, items that are clearly damaged and have no qualitative value will not be accepted for listing, and we will not be liable for any stains, scratches, or other defects on the item.

Chapter 3 Listing/Consignment (Sales)

3-1 Our role and selling fees to sellers

Through the auction, on behalf of the seller, we will conclude a sales contract with the winning bidder based on this agreement and complete the sale based on it. We collect 20.0% of the hammer price (successful bid amount) + consumption tax (the amount less than 1 yen is rounded down) and the consumption tax on the fee for the items sold by the seller. do. If the terms and conditions are agreed between the Company and the seller, those terms will be given priority. In addition, since the auction is confidential in principle, we are not obligated to disclose the successful bidder information or the seller information at all.

3-2 Estimate (estimated winning bid range setting)

After investigating based on the market price, product information and images for each product, we will set an approximate estimated winning bid range (hereinafter referred to as "estimate") and discuss with the seller. In addition, the estimate is our opinion at that time and does not guarantee the price bought or sold at the auction. When the seller offers significance, the compromise amount of both parties will be decided. If the compromise amount cannot be determined, it may not be possible to receive a sales consignment.

3-3 Setting the minimum selling price (reserve price)

The seller can set the minimum selling price (hereinafter referred to as the reserve price) that he/she does not want to sell at a price lower than this after consultation and agreement with us. If you make a successful bid above the reserve price, a handling fee (excluding tax) will be charged according to the hammer price. In addition, the reserve price cannot be set for products with a market price of less than 30,000 yen for the lower limit of the estimate per product. Also, once the reserve price is set, it cannot be changed without our approval. At the setting stage, there is a discrepancy between the reserve price desired by the seller and the reserve price offered by the Company, and if an agreement is not reached, it may not be possible to receive a sales consignment. In addition, we may allow the setting within the price range of the estimate only under special circumstances or when we approve.

3-4 Sale below reserve price

For lots with a reserve price, Auctioneer will endeavor to sell at a price higher than the set price, but we cannot guarantee the success or failure of the sale. In addition, we may sell at a price below the reserve price at the discretion of the auctioneer. In that case, we will compensate the seller for the difference and pay the seller the same amount of the seller's sale price as if it could be sold at the reserve price.

3-5 Cancellation of an item

The seller cannot cancel the listing after the conclusion date of the sales contract. However, if the seller cancels the listing due to the circumstances of the seller, the minimum price of the estimate is less than 50,000 yen per lot of the listed items, or for items with a market display, the items are uniformly 5,000 yen (excluding tax) and 50,000 yen or more. For 15.0% (excluding tax) of the minimum price of Estimate, you can cancel the listing by depositing the cancellation fee. If the payment of the cancellation fee cannot be confirmed by the day before the auction date, the cancellation will not be accepted, and the Company has the right to auction the product.

3-6 In case of unsuccessful bid

3-6-1 In any case, if the item for sale is unsuccessful, we are not obligated to pay the seller the amount equivalent to our estimate or to replace the amount.

3-6-2 If the item you sell is unsuccessful, we will set the two weeks after the end of the auction as the "after-sale period" and continue to make efforts to sell it based on the agreed conditions after consulting with the seller. If the item cannot be sold even after the after-sale, please consult with us to decide whether to re-auction it or request it to be returned. The seller is responsible for all packing and shipping costs when returning the product. We will store the items free of charge for 14 days after the end of the auction, but we reserve the right to move and store the exhibited items to an external storage warehouse at our discretion for further storage. For products that have passed the collection deadline, the storage fee stipulated in Chapter 8-4 of this Agreement shall be paid, and the risk of loss shall be the responsibility of the individual.

3-7 Seller's cost burden

The seller is responsible for the following items and must bear the costs listed below.

3-7-1 Packing and shipping costs

Packing and shipping costs for goods related to transportation, and packing and shipping costs for returning sellers in case of unsuccessful bid

3-7-2 Insurance costs (risk of loss)

Insurance costs from the time of shipment until the item is delivered to us and until it is returned to the seller due to unsuccessful bid

3-7-3 Appraisal fee

Expenses related to appraisal or survey request to a third party (actual expenses)

3-7-4 Appraisal certificate issuance cost

Expenses related to the acquisition of appraisals from appraisal institutions (actual costs)

3-7-5 Maintenance, restoration and framing costs

Maintenance, restoration, and framing costs (actual costs) only if the customer wishes to have the item maintained, restored, or framed

3-7-6 Storage fee

Storage fee after 2 weeks of free period of our storage in case of unsuccessful bids (¥500 per lot per day for large items, ¥300 per lot per day for all other items (excluding tax))

Chapter 4 Online catalog

4-1 We will create an online catalog (hereinafter referred to as "catalog") for viewing the products exhibited at the auction and will post a catalog that clearly shows all the products and detailed information on the website every time the auction is held.

4-1-1 The images displayed in the catalog are intended to be used as reference materials only, and do not accurately represent the color tone, shape, condition, etc. of the product (hereinafter referred to as "color tone, etc.").

4-1-2 The descriptions and explanations (production, title, material, repair/restoration history, signature, size, year of production, authenticity, provenance, references, etc.) in the catalog are for the bidders' reference only, and accuracy may not be guaranteed. Other items will be noted in the detailed information section.

4-1-3 Estimates listed in the catalog do not include our fees (excluding tax). The estimate is provided for the reference of bidders as we consider it appropriate based on the current market conditions of the product and others, and the actual selling price at the auction is not bound by this estimate at all. It may exceed the upper limit of the estimate or fall below the lower limit.

4-1-4 Auction bidders (hereinafter referred to as "bidders") shall bid on the goods at their own discretion and responsibility. The Company is not liable for any information such as color tones and items described in the images in the catalog, or any other information contained in the catalog, unless otherwise specified in this agreement.

4-2 Changes to the catalog description

Items and detailed information in the catalog are subject to change without notice. This change will be corrected sequentially until the start of the auction, so please check before the start of the auction for the product you want to purchase. Auctioneer will give an oral explanation before the auction for the item begins.

4-3 Editing rights and copyrights related to the catalog

We have all the authority to edit the catalog such as information to be posted, photography, posting method, lot number assignment, posting order, etc., and can freely edit and use it. For products under appraisal, both the seller and the Company shall comply with the results and instructions notified by the appraisal agency later. Depending on the result, we may cancel the listing or change the listing times. The seller cannot browse in advance or give instructions on the items to be described. In addition, All copyrights to photographs, illustrations, and explanatory articles in the catalog are the property of the Company and may not be reproduced or used by any person without the prior permission of the Company.

4-4 Estimate

The estimates described in the catalog are listed for the reference of bidders, which we consider appropriate based on the current market conditions of the products and others. The actual selling price by the auction is bound by this estimate at all, and it may exceed the upper limit of the estimate or fall below the lower limit. However, except as otherwise agreed upon between the Company and the seller, no item shall be sold at a price lower than the reserve price stipulated in the sales contract. In addition, when a price range is not set for a particular item, only the starting price may be displayed.

Chapter 5 About the preliminary inspection meeting

5-1 Preliminary inspection meeting

5-1-1 Before the auction, an exhibition (hereinafter referred to as "preliminary inspection or preview") is held for bidders to confirm the products they wish to make a successful bid for, and the products listed in the catalog can be displayed to check the condition of each product.

5-1-2 Admission is free for the preview, but we may ask those who wish to enter to show their ID.

5-1-3 At our discretion, we may refuse admission to the preview without telling the reason, and we may request the admission of those who entered, in which case we will immediately follow our instructions.

5-1-4 The bidder may identify and investigate the product at the preview but shall not perform the following acts at the venue of the preview without the prior consent of the Company.

- Touching products and other exhibits, exhibit walls and exhibit cases
- Bringing in products like the exhibited products and opening and unpacking the products
- Bringing in food and drink, smoking, and taking pictures of products
- Admission with animals, etc.
- Other matters prohibited by our company

5-1-5 We are not responsible for any difference between the condition of the product at the preview and the condition of the product at the time of delivery of the product after it makes a successful bid at the auction.

5-1-6 If you would like to check the status at the preview, please ask our staff. If you handle it yourself and it is damaged, you will be compensated to the seller at the intermediate price of Estimate. For items for which a price range has not been set, the price will be determined by the Company as appropriate based on market

conditions and other factors.

5-2 Disclaimer for condition

Many of the items sold at auction are aged in their basic essence and are not in perfect condition. The description of condition in the catalog is only a guide for judgment, and the degree of defects on the main body, outer box, and attached materials will be judged differently for each individual item. Just because there is no description of the condition and the expression "good" does not mean that there is no problem in any part. In addition, typographical errors due to proofreading mistakes are not completely zero. The condition of the items listed (whether they are framed, conditions, defects, etc.) are not limited to those described in the catalog. Those who wish to participate in the auction are strongly requested to participate in the preview as much as possible, verify the desired product by themselves, bid and make a successful bid at their own risk. After the bid is dropped, we will not accept any cancellation of the sales contract due to the difference between the contents described in the catalog and the actual product.

Chapter 6 About auction

Anyone can enter the auction site, but only the auction registrant or an agent delegated full authority by the registrant can participate in the auction.

6-1 The auction will be held at an external location where we have the right to operate the venue. We reserve the right to refuse admission to the venue at our own discretion, regardless of whether it is a registered participant or a visitor, to promote a smooth auction. In addition, we reserve the right to record audio and video for confirmation and trouble prevention in the venue. Personal information will be protected.

6-2 The auction is held in a way that the bid amount is raised under the auction of Auctioneer. The amount of bids in the auction shall be at a price that does not include our fees and consumption tax. However, for whatever reason, if Auctioneer does not consider the bid amount to be appropriate, the bid may not be accepted.

6-3 We may place bids on behalf of the seller up to the reserve price, and this bid may be made through Auctioneer or otherwise at our discretion.

6-4 The Company does not disclose the seller's name and reserve price of the items put up for auction. However, this does not apply if the Company decides to publish at its discretion with the consent of the seller.

6-5 The auctions are conducted in the order of the product numbers (lot numbers) listed in the catalog, but we may withdraw the auction of the planned products without prior notice or divide multiple products with the same lot number. It may be put up for auction, or products with multiple lot numbers may be put up for auction at once.

6-6 The auction shall be held at the discretion of the auctioneer, and the auctioneer shall make the first voice (phrase) of the auction, determine the price range of the auction, etc. Even if the reserve price is set, the first voice of the auction is not bound by this and may be below or above the reserve price.

6-7 It is not possible for more than one person to bid on a single item under a joint name.

6-8 Auction Bidding

6-8-1 Bid at the auction site should be done by raising the paddle, gesturing (body, hand, face, etc.). The bidder needs to take immediate action to get the attention of the auctioneer when his / her bid is not recognized. If the auctioneer does not recognize the bid, you will not be entitled to bid. In that case, we do not take any responsibility.

6-8-2 Due to the time lag in the system reflection of online bidding in bidding for an item, online bidding may be given priority over simultaneous bidding by paddle or telephone at the venue. (This is at the discretion of the auctioneer.)

6-9 If there are many bids that exceed the estimate due to prior bidding, etc., the bid may start from the price within or above the lower limit, price range or upper limit of the estimate.

6-10 Bids expire in the following cases:

6-10-1 When there is a higher bid (when another bidder updates the top price)

6-10-2 When Auctioneer refuses to bid

6-10-3 When the auction ends without reaching the reserve price

6-10-4 When the auction is interrupted

6-10-5 Bidding when the Fair Warning light changes from flashing to lit, or after the auctioneer hammers

6-11 The auctioneer hits the hammer after summoning the highest bid that the auctioneer can recognize more than three times. When the auctioneer hits the hammer, a sales contract to buy and sell the goods at the winning bid shall be concluded between the winning bidder who made the highest bid (hammer price) and the Company.

6-12 If the bidder who bids the highest bid withdraws the offer and it is not clear that the withdrawal was made before the auctioneer hit the hammer, the auctioneer shall, at its discretion, the person who bid the highest bid. Can be determined as the winning bidder, or the bidder (second bidder) who made the next bid can be determined as the winning bidder.

6-13 Disputes regarding the auction shall be decided by Auctioneer at its discretion, and all persons participating in the auction shall comply with the Auctioneer's ruling.

Chapter 7 How to bid

7-1 Pre-consignment bidding (online / written consignment bidding)

7-1-1 Online pre-bidding

Before the auction is held, you can log in from the website and place a pre-bid online.

7-1-2 Pre-consignment bidding (in writing)

Please download the consignment bid/telephone bid application form (PDF/Excel) from the website, fill in the required items before the auction, and send it to the email address stated in the document or by fax. The deadline for reception is 2 days before the auction.

7-2 Bid on the day of the auction (participation at the venue/online/telephone)

7-2-1 Participation at the auction venue

7-2-2 Online participation

7-2-2-1 You can participate in the auction online by logging in to the website. However, if you do not confirm the usage registration at our company, you will not be able to participate, so please register by the day before or let us know by e-mail. Even if you have registered, you need to apply for each event.

7-2-2-2 When participating in online bidding, please make sure to participate under appropriate conditions, as the specifications of your PC or cell phone, Internet connection environment, and usage conditions may significantly affect the bidding order. We cannot be held responsible for any problems that may arise from online bidding.

7-2-2-3 Although the auction is being conducted via live video streaming during the auction, please refrain from bidding online based on video viewing, as

significant video delays are expected.

7-2-3 Bidding by telephone

Bidders bidding by telephone will be contacted by our staff at the telephone number specified on the telephone bidding application form. The telephone bidder will report his/her bidding intentions to the staff member in charge via the telephone line, and the staff member may bid at the site on behalf of the telephone bidder. However, we will not be liable for any failure to execute the bidding due to interruption of the telephone line, telephone operator error, non-response, or other reasons. We will contact you 10 to 20 lots in advance of the product you wish to bid on.

Due to the limited number of telephones and staff available at the auction site, if there are many bidders who wish, the application will be on a first-come, first-served basis.

Chapter 8 About successful bid and receipt after the end of the auction

8-1 Successful bid payment and settlement deadline

For the item that makes a successful bid, the winning bid will be the sum of the hammer price and a 15.0% commission (excluding tax). The winning bidder must pay the full price of the winning bid within 14 days after the end of the auction. If the winning bidder is not paid within this time limit, he/she will be subject to the provisions of (8-7 Successful bidder's default) and may not be able to participate in this auction thereafter.

8-2 Payment by credit card

If you wish to take it home on the day of the auction, we will only accept card payments, but you will be charged an additional card fee (4.0%).

8-3 Payment by bank transfer

Within 2-3 days from the end of the auction, we will send an invoice to the registered address of the winning bidder. You can also check the winning bid price displayed on My Page of the site by logging in. Please pay by bank transfer (transfer fee will be borne by the highest bidder) within 14 days according to the invoiced amount. After payment is received and confirmed by us, we will either pick up the purchased items in person at our office or arrange for delivery (cash on delivery).

8-4 Delivery of the winning bid product

When the payment of the full purchase price is confirmed, the ownership of the winning bidder is returned to the winning bidder, and the sale is completed by delivery of the winning bidder. The deadline for collection is within 14 days from the day after it makes a successful bid. In addition, at the request of the highest bidder and the cost burden (payment of the total charge of packing cost and delivery cost), we will ask the contractor selected by us to pack and arrange the delivery of the winning bidder, but we do not take any responsibility for selecting a supplier.

We will store the winning bid item free of charge for 14 days from the day after the auction

regardless of payment, but we have the right to move it to an external storage warehouse and store it after that at our discretion. The highest bidder shall pay the storage fee specified below for the products whose collection deadline has passed and shall be responsible for the risk of loss. Storage fee 1 For large items, a daily amount of 500 yen (excluding tax) must be added, and for other items, a flat rate of 300 yen (excluding tax) must be added.

8-5 Correspondence to import/export regulated products and countries/regions

Some of the products include ivory, crocodile leather, tortoiseshell, bones, coral and agarwood, which are regulated by the "Act on the Conservation of Endangered Wild Fauna and Flora Species". Exporting these products, such as civets, lions, white bears, elephants, and other rare animal furs, is prohibited. In addition, we cannot undertake international shipping to countries/regions where import/export is restricted, so when you make a successful bid for these products, we will either pick them up or ship them only domestically.

8-6 When a claim is made by a third party

In the event that any third party claims any pledge or ownership of the purchased property at a later date, which neither the Company nor the seller could have foreseen or investigated in advance, such claim shall be governed by the Japanese Civil Code and the Antique Dealer Law, and the seller and successful bidder shall agree to such claim.

8-7 Successful bidder default

If the successful bidder does not pay the successful bid price within the payment period, the provisions of each of the following items shall be followed.

8-7-1 The successful bidder shall be required to pay a late payment penalty of 14.6% per annum on the full amount of the Purchase Price or the unpaid balance of the Purchase Price, and shall not be entitled to avoid such penalty.

8-7-2 If the successful bidder fails to make payment of the Purchase Price, etc. after being notified to do so by the Company, the Company may cancel the sales agreement 90 days after the end of the relevant auction. However, if the notice sent to the winning bidder is returned without notice or the recipient is absent, or if the winning bidder refuses to receive the notice, the Company can cancel the sales contract without

notice. The sales contract shall be canceled when the Company sends a cancellation notice to the highest bidder.

- 8-7-3 If the sales contract is canceled by the previous item, the Company may re-auction the product or sell it to a third party without setting a reserve price. In this case, if the amount obtained by the Company through this auction or sale is less than the winning bid price of the canceled sales contract, the winning bidder will pay the difference and the total amount of late damages of 14.6% per year for the difference between the date of establishment of the canceled sales contract and the date of completion of payment. On the contrary, even if the amount obtained by the Company from this auction or sale exceeds the purchase price of the canceled sales contract, the winning bidder cannot claim the difference at all.

Chapter 9 About authenticity

9-1 Guarantee of authenticity

9-1-1 Although we make every effort to eliminate the use of forgeries by consulting with our professional staff, professional examiners, and appraisers, we cannot guarantee the authenticity of the products we handle, as we are unable to eliminate forgeries completely. The bidder shall bid at his/her own risk and judgment at the preliminary inspection.

9-1-2 Within one year from the end date of the auction at which the successful bidder won the relevant item, and within three months from the time when the item became unidentified (within one year if the Consumer Contract Law applies), the contract will be canceled if the contract is requested to the Company in writing stating the date of the auction, the product number, and the winning bid amount, with objective and rational grounds that the Company can convince that the product is not a product of the relevant production. In that case, the winning bidder shall transfer the full ownership of the goods to us and deliver the goods to us in the state at the time of the auction.

9-2 Appraisal Consignment

If there is a reliable appraisal institution, we reserve the right to determine the appraisal institution at our own discretion in accordance with the following procedure and entrust the authenticity to the appraisal result of that institution.

9-2-1 For products produced by the deceased, the authenticity appraisal by the expert appraisal committee, the designated appraiser, the expert researcher, etc. established by the Company shall be applied.

9-2-2 Products by existing production are subject to authenticity appraisal by the producer, or his officially recognized appraisal agent or legal party.

9-3 Refund liability

We are not responsible for refunds in the following cases:

- 9-3-1 If the auction catalog or explanation at the venue on the day was an established theory that was generally accepted by experts and scholars at that time, or if the catalog stated that there was controversy or unclear points regarding production.
- 9-3-2 If scientific research methods that were not commonly used at the time of cataloging, methods that were extremely expensive at the time of the auction, or research methods that were infeasible or could damage the product proved to be art forgery
- 9-4 Successful bidders who may request a refund

The person who can offer a refund is the successful bidder who sent the invoice by us, and there is no third party's right relationship with the winning bid product, and the ownership and the name can be completely transferred to us. If the ownership, etc. is transferred to a third party due to subsequent sales, etc., the Company will not be liable to that third party.

Chapter 10 Scope of liability and assumption of risk

10-1 The Company shall not be liable for any damages caused by the auction if it occurs without the responsibility of the Company, such as natural disasters, civil wars, mayhem, and other unforeseen circumstances.

10-2 If we are obliged to store the product and the product is lost, lost, stolen, damaged or soiled due to our intention or negligence, we will compensate for the damage based on the lower limit of the product's estimate. However, the amount of compensation is limited to the amount of insurance money actually paid based on the non-life insurance contract separately concluded by the Company with the non-life insurance company.

10-3 In cases other than those prescribed in the preceding paragraphs, the Company shall not be liable for damages except in the case of intentional or gross negligence. In addition, even when the obligation to compensate for damages is borne, the scope of compensation for damages shall be limited to normal and direct damages.

10-4 We are not responsible for accidents (loss, theft, damage, stains, etc.) after the delivery or dispatch of the product is completed. In addition, even if, by such as the successful bid product delivery instruction, the Company arranges a carrier or packs the product at the request of the highest bidder, the same applies, regardless of the selection of carrier and the state of packing. The successful bidder is recommended to insure the receipt of the purchased goods at his/her own responsibility and expense.

Chapter 11 Qualification restrictions (exclusion of antisocial forces, etc.)

11-1 The Company shall not accept any transaction with a person who falls under the following reasons and shall not make any transaction after the time when it is found that the person falls under the following reasons.

11-1-1 Boryokudan, Boryokudan members, Boryokudan associate members, those who have not been a Boryokudan member for less than 5 years since he/she ceased to be, Boryokudan-related companies, Sokaiya, etc. those who are equivalent, those who aim to act such as money laundering, those who engage in fund-raising activities by making full use of illegal or unjust methods / violent power / fraudulent methods, and their related parties or forces (hereinafter, "anti-social forces")

11-1-2 Persons who participate in auctions accompanied by antisocial forces, etc. or persons who attempt to have antisocial forces, etc. participate in auctions through introduction

11-1-3 A corporation that has some officers who belong to antisocial forces, etc.

11-1-4 Anyone who makes threatening statements or uses violence regarding transactions with us

11-1-5 A person who disseminates rumors and uses counterfeiting or power to damage the credibility of the Company or interfere with the business of the Company

11-1-6 Persons who do not comply with the rules set by the Company such as auction rules

11-1-7 Refusal of the seller to submit required documents or submission of false documents in accordance with the Secondhand Articles Dealer Act

11-2 If the Company determines that there is an unavoidable reason like those listed in each item of the preceding paragraph, it may suspend the transaction with the person who falls under the reason and subsequent transactions can be rejected.

Chapter 12 About stolen goods, lost items, etc.

12-1 About the product before we hand it over to the winning bidder. The Company shall be able to cancel the sales contract without notice if there is a request for return from a person who claims to be the genuine owner regardless of the cause of stolen goods, loss, inheritance, or other causes. Or, if it turns out that it is a prohibited item (including prohibition of possession) stipulated by law, the Company shall be able to cancel the sales contract without notice. In this case, if the successful bidder has paid the purchase price, the Company shall return it without interest, and the successful bidder shall not be able to claim damages or any other claim against the Company.

12-2 According to the provisions of Article 21 of the Second-hand Goods Business Law (Law No. 108 of 1945, including subsequent amendments), the Chief of Police, etc. ordered the Company to keep it, and when the end date of the period of such custody comes after the expiration of the delivery period, we will not deliver the goods until the end of the storage period, and the phrase "within 20 days from the date of completion of payment of the purchase price" in Article 12, paragraph 2 shall be read as "within 3 days from the end of the period for which the chief of police ordered retention" and shall apply. The Company shall not be liable for any damages caused by the delay in delivery.

Chapter 13 Miscellaneous rules, etc.

13-1 Change of terms

The Company may change this agreement at its discretion to the extent that it does not violate laws and regulations, and those who are subject to this agreement shall comply with it. In addition, if we change this agreement, we will notify you on our website that we will change this agreement, the content of this agreement after the change, and when it will take effect.

13-2 Prohibition of transfer of receivables

Sellers and bidders may not assign their rights, obligations, and status to us under these Terms to a third party without our prior written consent (including electromagnetic records) and pledge them as collateral.

Chapter 14 Governing law (Legal basis and court of jurisdiction, etc.)

14-1 Governing law

This agreement shall be governed by Japanese law and shall be construed by Japanese law, and any provisions of this agreement shall be based on Japanese law.

14-2 Consumer Contract Law

The Consumer Contract Law takes precedence between this Agreement and the Consumer Contract Law. If the Consumer Contract Law is approved for the operation of this agreement, this agreement shall be read and applied in accordance with the Civil Code and other laws and regulations.

14-3 Jurisdiction

All disputes regarding this agreement shall be the exclusive jurisdiction court of the Tokyo District Court in Japan.