

9. COLLECTION

9.1 Collection:

Lots will be collected from our designated address, provided that full and cleared payment has been received by us within one (1) week from the date of the auction.

9.2 Storage Charges:

Storage and handling charges plus VAT will apply one (1) week after the date of the auction.

9.3 Insurance:

Buyers are reminded that lots are only insured for a maximum of one (1) week) after the day of the auction.

10. NON-PAYMENT

Without prejudice to any rights the Seller may have, if the Buyer fails to make payment for the lot within one (1) week of the auction. Kapopoulos Cyprus may in its sole discretion exercise one or more of the following remedies:

1. Store the lots at its premises or elsewhere at the Buyers sole risk and expenses,
2. Cancel the sale of the lot,
3. Charge interest at 5% per annum above LIBOR,
4. Resell the lot by auction or private sale.

11. AUCTIONEER'S ROLE AND LIMITATIONS OF LIABILITY

11.1 Kapopoulos Cyprus does not carry out exhaustive due diligence on each lot and therefore its knowledge in relation to each lot is dependent on information provided to it by the Seller. Each lot offered for sale is available for inspection by Bidders prior to the sale. Kapopoulos Cyprus accepts bids on lots solely on the basis that Bidders have fully inspected the lots prior to bidding.

11.2 Bidders acknowledge this fact and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the lots in which they may be interested.

11.3 Estimates provided to Bidders in respect of any lot, as shown on the catalogue, constitute a statement of opinion genuinely held by Kapopoulos Cyprus.

11.4 Kapopoulos Cyprus shall refund the Purchase Price to the Buyer in circumstances where it is verified that the lot is a Counterfeit. Any claim against Kapopoulos Cyprus or the Seller by a Bidder is limited to the Purchase Price with regard to that lot. Neither Kapopoulos Cyprus nor the Seller shall under any circumstances be liable for any consequential losses.

12. LAW AND JURISDICTION

12.1 Governing Law: These Conditions of Auction and all related matters shall be governed by and interpreted in accordance with Cyprus Law.

12.2 Jurisdiction: All Bidders, Buyers and Sellers agree that the Courts of Cyprus shall have exclusive jurisdiction to settle all disputes in connection with the Auction which is regulated by the above Conditions.