

## TERMS AND CONDITIONS OF SALE – KUPKO

**1. Preamble** These General Terms and Conditions of Sale (hereinafter "T&Cs") govern the commercial relations between Hvm Auction SRL, operating under the commercial name "KUPKO" (hereinafter "the Seller"), and any professional buyer (hereinafter "the Buyer") making a purchase through the Maison & Objet platform. KUPKO is operated by Hvm Auction SRL, registered with the Crossroads Bank for Enterprises in Belgium under the enterprise number 0504.978.733. The registered office is located at Rue du Nord Belge 9, 4020 Liège, Belgium.

**2. Purpose** The purpose of these T&Cs is to define the terms of sale between the Seller and the Buyer, as well as the rights and obligations of both parties arising from the online sale of paintings and artworks offered by the Seller on the Maison & Objet platform.

**3. Products** The products offered for sale are those listed on the Seller's Maison & Objet catalog at the time of the Buyer's consultation. The Seller endeavors to present the products as accurately as possible. However, due to the specificities of digital photography and screen settings, it is possible that the colors of the products may slightly differ from the actual physical items. Products are described and presented with the greatest possible accuracy.

**4. Orders** The Buyer may order the products offered for sale directly through the Maison & Objet platform. Any order implies full acceptance of the prices and product descriptions. The Seller reserves the right to cancel or refuse any order from a Buyer with whom there is a dispute regarding the payment of a previous order.

**5. Prices** The Seller reserves the right to modify prices at any time, but products will be invoiced based on the rates in effect at the exact moment the order is registered.

**6. Payment** Payment for purchases is processed according to the payment methods, terms, and security protocols provided directly by the Maison & Objet platform.

**7. Delivery** Products are delivered to the address indicated by the Buyer when placing the order. Estimated delivery times are provided on the platform. In the event of a significant delay exceeding these timeframes, the Buyer may request the cancellation of the order. The risks associated with transport are borne by the Buyer from the moment the products leave the Seller's premises.

**8. Warranty and Returns** The Seller commits to refunding or exchanging products that are defective or do not correspond to the original order. Any claim, exchange, or refund request must be formally submitted by the Buyer within 14 days following the delivery date. *IMPORTANT NOTICE:* For authorized returns originating from countries outside the European Union, the Buyer must clearly indicate on the customs shipping label that it is a "non-commercial shipment without commercial value" (Return of goods) to avoid unnecessary customs duties being charged to KUPKO.

**9. Liability** The Seller cannot be held liable for any indirect damages, including but not limited to loss of profit, loss of business, loss of orders, commercial disruption, or commercial prejudice arising from the purchase, delay, or use of the products.

**10. Intellectual Property** All elements of the Seller's brand, catalog, and website remain the exclusive intellectual property of the Seller. No one is authorized to reproduce, exploit, redistribute,

or use in any capacity whatsoever, even partially, elements of the brand or catalog, whether in the form of photos, logos, visuals, or text.

**11. Applicable Law and Jurisdiction** These T&Cs are governed by Belgian law, regardless of the country of delivery. Any disputes to which these T&Cs may give rise, concerning their validity, interpretation, execution, termination, or consequences, and which cannot be resolved amicably between the Seller and the Buyer, shall be submitted to the competent courts of Belgium under standard common law conditions.