

# DESA UNICUM AUCTION SALE TERMS AND CONDITIONS

The Auction Terms and Conditions of DESA UNICUM constitute an integral part of the contracts for the sale of works of art, antiques and collectible items offered for sale as part of public auctions. Accepting the terms and conditions is voluntary, but necessary in order to register for the auction, provide services electronically and/or to conclude a sales contract.

For the purpose of legal interpretation of the content of the DESA UNICUM AUCTION SALE TERMS AND CONDITIONS, only the Polish language version of the DESA UNICUM AUCTION SALE TERMS AND CONDITIONS applies. The English version of the DESA UNICUM AUCTION SALE TERMS AND CONDITIONS has been published for informational purposes only and cannot constitute the basis for any rights and obligations on the part of DESA Unicum S.A.

## § 1 AUCTION ORGANIZER

1. The organizer of the auction is DESA Unicum S.A., with its registered office in Warsaw (00-477) at Piękna 1A, entered on the register of entrepreneurs maintained by the District Court in Warsaw, XII Commercial Division of the National Court Register, with National Court Register number (KRS) 0000718495, National Business Registry Number (REGON): 142733824, Tax Identification Number (NIP): 5272644731, with the share capital of PLN 13,314,000.00 – the share capital paid up.; email address: [biuro@desa.pl](mailto:biuro@desa.pl), telephone number: +48 22 163 66 00 (standard call charges apply, per the pricing of the relevant operator).
2. DESA acts as an indirect agent at the organized auctions, acting in its own name but on behalf of the consignor authorized to dispose of the Item.
3. Auctions organized by DESA are public auctions, as defined in Article 2, item 6 of the Act of May 30, 2014 on Consumer Rights (consolidated text: Journal of Laws Dz.U. of 2023, item 2759, as amended).

## § 2 DEFINITIONS

The following terms, written with an initial capital letter, shall have the following meanings:

1. APPLICATION – an electronic platform managed and administered by DESA that allows online participation in an Auction by the Client and the provision of services made available by DESA, comprising a set of interconnected websites and a mobile application, available at: <https://bid.desa.pl/> oraz <https://desa.pl/pl/>.
2. AUCTION – a public sale of artwork, antiques, or other collectible items, organized at a specified time and place by DESA.
3. CHARITY AUCTION – an Auction organized for charitable purposes, in which DESA does not add the Auction Fee to the Hammer Price.
4. CUSTOMER SERVICE (BOK) – an office responsible for customer service and providing information on all aspects of DESA's activities. Contact with BOK is possible by phone at +48 22 163 66 00, by email at [bok@desa.pl](mailto:bok@desa.pl), via chat, and through a contact form (standard call charges apply, per the pricing of the relevant operator).
5. HAMMER PRICE – the sales price of the Item specified in Polish PLN or another currency, constituting the winning Bid during the Auction, inclusive of value-added tax (VAT margin scheme). The Hammer Price does not include delivery costs or other Fees.

6. **GUARANTEED PRICE** – a confidential amount set by the owner of the Item, below which DESA is not authorized to sell the Item. Each Item may, but does not necessarily, have a Guaranteed Price.
7. **DROIT DE SUITE** – a resale right fee paid to the author or their heirs from the professional resale of an original piece of visual art, calculated according to Article 19-19 item 5 of the Act on Copyright and Related Rights of February 4, 1994, with subsequent amendments, consistent with the EU Directive 2001/84/EC of the European Parliament and of the Council of September 27, 2001 on the Resale Right for the Benefit of the Author of an Original Work of Art. The Droit de Suite fee is based on the following rates, using the National Bank of Poland (NBP) daily exchange rate of the day before the Auction or the last day of the Auction but not exceeding €12,500:
  - 7.1. 5% of the Hammer Price, if this portion is within the range up to the equivalent of €50,000; and,
  - 7.2. 3% of the Hammer Price, if this portion is within the range of €50,000.01 to €200,000; and,
  - 7.3. 1% of the Hammer Price, if this portion is within the range of €200,000.01 to €350,000; and,
  - 7.4. 0.5% of the Hammer Price, if this portion is within the range of €350,000.01 to €500,000; and,
  - 7.5. 0.25% of the Hammer Price, if this portion exceeds €500,000.
8. **ESTIMATION** – the approximate value listed in the Catalogue by DESA, representing the indicative value of a particular Item. An Estimate does not guarantee or assure the actual value of the Item. Estimates in the Catalogue may be presented in euros or U.S. dollars. Exchange rates on the day of the Auction may differ from those on the Catalogue's publication date.
9. **PASSWORD** - an alphanumeric string required for account authorization, chosen by the Client during account creation and entered twice to confirm. Clients can change their Password at any time without limits. In order to provide security, Clients are obliged to keep the Password in strict confidence and do not disclose it to any third party.
10. **CATALOGUE** – a document prepared by DESA for a designated Auction, including Descriptions of Items, the time and location of the Auction, or other Auction-related information, such as Estimates or Terms and Conditions. The Catalogue is available in electronic form on DESA's website [www.desa.pl](http://www.desa.pl) or in print. Symbols in the Catalogue include:
  - 10.1.  $\alpha$  (Alpha) – Item subject to the Droit de Suite fee;
  - 10.2.  $\Omega$  (Omega) – Item subject to Import Fees;
  - 10.3.  $\beta$  (Beta) – Item with VAT invoice options on request at the VAT rate of 23% or, for books, at 5% (Items without this symbol may only be invoiced under the VAT Margin Scheme);
  - 10.4.  $\Gamma$  (Gamma) – Item without the Guarantee Price;
  - 10.5.  $\Delta$  (Delta) – Item entirely made of or containing elements made from plants or animals specified as protected or endangered;
  - 10.6.  $\mu$  (Mu) – Item not presented at the pre-auction exhibition. DESA provides free inspection of the Item not presented at the pre-auction exhibition after prior contact with the Client Advisor;
  - 10.7.  $\pi$  (Pi) – Item that is collected after an appointment from an external warehouse (Mieczysław Słowikowski 81b, building H3, 05-090 Raszyn, open between 10 a.m. and 3 p.m.);
  - 10.8.  $\Psi$  (Psi) – Item that is collected on the territory of the European Union, outside the territory of the Republic of Poland.

11. CLIENT – a natural person who is legally capable and has reached at least 18 years of age; a legal entity; or an organizational unit without legal personality, to whom legal capacity is granted by law, with whom a Sales Contract, has been concluded or who uses Electronic Services.
12. CIVIL CODE– the Civil Code Act of April 23, 1964 (consolidated text: Journal of Laws Dz.U. of 2019, item 1145, as amended).
13. ACCOUNT– an Electronic Service identified by a unique username (Login) and Password provided by the Client, comprising a collection of resources in DESA's IT system, within which the Client may use selected features of the Application specified in the Terms and Conditions.
14. BIDDING – a structured method of concluding a Sales Contract, involving Bidders submitting offers to purchase an Item during an Auction in the manner specified in the Terms and Conditions.
15. BIDDER – a natural person participating in Bidding, acting in their own name or as a representative of a third party.
16. LOGIN – the Client's email address provided when creating an Account in the Application.
17. ITEM – a movable item or set of movable items offered for sale at an Auction, forming the subject of the Sales Contract between the Client and DESA.
18. BID – a monetary value expressed in Polish PLN that constitutes an offer by the Bidder to purchase the Item during Bidding. If accepted by the Auctioneer and if successful, this becomes the Hammer Price, excluding additional charges the winning Bidder (Client) is obligated to pay.
19. ITEM DESCRIPTION – the description of the Item included in the Catalogue and Application contains basic technical and content-related information identifying the given Item. Technical information includes the material from which the Item is made, the artistic technique used to create the Item, and its dimensions. For easel paintings, dimensions in the Catalogue (height x width) represent the size of the painting itself, excluding the frame unless otherwise specified in the description. For works on paper framed behind glass, dimensions refer to the visible area within the mat (passe-partout) or frame. For unframed works on paper, dimensions indicate either the paper sheet size or the size of the composition, print, or plate mark. For three-dimensional Items, dimensions typically include height x width x depth, although a single significant measurement, such as the height of a sculpture, the length of a chain, or the diameter of a plate, may be provided if it is the most relevant. Upon request, DESA can provide exact dimensions including additional elements, such as a framed painting or a sculpture on a pedestal, or an approximate weight of the Item. Content-related information includes attribution (authorship or presumed authorship of the artwork). Indications of uncertain authorship or doubt regarding authorship may appear in the Catalogue as follows: missing birth and death dates after the artist's name, the artist's surname preceded by only an initial, or a question mark in parentheses or otherwise ("?" or "(?)") following the artist's name. Additionally, expressions like "attributed to" ("przypisywany/e/a"), "Attributed," or the abbreviation "Attrib." may precede or follow the artist's name. The Catalogue may also designate the Item as being from a circle or school associated with the artist, labeled with terms like "circle" ("krąg"), "school" ("szkoła"), or "follower" ("naśladowca"). The term "after" ("według") denotes that another artist has reproduced or imitated a composition by a more renowned master. Further information may include details about the manufacturer or producer of the Item, the designer, and the time of creation, either exact or approximate, stated by year, a range of years, century, or portion of a century (e.g., beginning, middle, or end of the century, or first or second half, specified quarter, or a particular decade). Traditional terms for political or cultural historical periods may also be used, such as "interwar period" or "Duchy of Warsaw." When a specific year appears in the Catalogue, it may be qualified with terms like "circa" ("około") (abbreviated as "ca."/"ok."), "before" ("przed") or "after" ("po"). For reproduced Items, such as photographs, art prints, editions, or castings, two years separated by a slash may

appear, indicating that the first year is the date of the negative, design, form, matrix, or concept, and the second year is when the particular piece was created, cast, or printed. The dating information in the Catalogue is made in good faith and according to the best knowledge of DESA specialists; however, precise dating may not always be possible for historical artworks and items. In case of uncertainty, DESA adopts a conservative dating approach, assuming the Item is younger. Further details may include information on signatures, inscriptions on the Item, and marks of the manufacturer or producer. The Item Description may, but is not required to, include all these elements. Supplementary information can include a photograph or a series of reproduction photographs, and a description of the Item's condition. This condition description does not serve as a full conservation report. Interested parties may request a detailed conservation report for any Item listed for sale. Information on the history of the Item (Provenance, Exhibitions, Literature, Opinions) included in the Catalogue serves as a supplement to the description but does not constitute part of the Item Description.

20. AUCTION FEE – DESA's commission for intermediary service and organization of the Sales Contract, amounting to 20% of the Hammer Price, inclusive of VAT at the applicable rate. The Client who wins the Bidding is obliged to pay the Auction Fee. The Auction Fee applies only in the DESA-Client relationship.
21. IMPORT FEE – a customs duty for Items imported from outside the EU customs area, amounting to 8% of the Hammer Price. Items subject to the Import Fee are under temporary clearance procedures.
22. FEES – collectively refers to the Auction Fee, Droit de Suite, and Import Fee (if applicable). If an Item incurs an additional fee beyond the Auction Fee, it is marked with the relevant symbol in the Catalogue.
23. AML STATEMENTS – a set of written statements collected from Clients in order for DESA to meet obligations imposed by the Act of March 1, 2018 on Counteracting Money Laundering and Financing Terrorism (Journal of Laws Dz.U. 2021, item 1132, as amended).
24. PRE-BIDDING – the ability to submit Bids via the Application before the Auction begins. An Bid made in the Pre-Bidding phase is no longer binding if another Bidder submits a higher Bid. The possibility of submitting Bids in the Pre-Bidding is reserved exclusively for selected Auctions.
25. TERMS AND CONDITIONS/SERVICE CONTRACT – this document defines the terms and conditions of participation in the Auction, the conclusion of Sales Contract, and the terms of providing and using services offered by DESA through the Application for Clients. Regarding electronic services, these Terms and Conditions, along with attachments, constitute the terms and conditions referred to in Article 8 of the Act of July 18, 2002 on Providing Services by Electronic Means (Journal of Laws Dz.U. 2020, item 344).
26. GDPR – Regulation (EU) 2016/679 of the European Parliament and Council of April 27, 2016, on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
27. CONTENT – text, graphic, or multimedia elements (e.g., information about Items, images of Items, promotional videos, descriptions), including works as defined by the Act of February 4, 1994, on Copyright and Related Rights (Journal of Laws Dz.U. 2019, item 1231, as amended) and images of individuals, disseminated through the Catalogue, Application, and the website [www.desa.pl](http://www.desa.pl) by DESA.
28. SALES CONTRACT – the contract concluded during the Auction between DESA and the Bidder (Client), in which the subject is the sale of an Item by DESA for the payment of the Hammer Price, as well as additional costs in the form of the Auction Fee and, if applicable, the Droit de Suite fee or Import Fee, under the terms specified in the Terms and Conditions. Each Item is the subject of a separate Sales Contract.
29. ELECTRONIC SERVICE – the provision of services by electronic means as defined in the Act of July 18, 2002 on Providing Services by Electronic Means (Journal of Laws Dz.U. 2020, item 344), by DESA for the Client through the website [www.desa.pl](http://www.desa.pl) and the Application, in accordance with the Service Contract. In cases where services are provided by entities

cooperating with DESA, the relevant provisions regarding the use of these services are contained in the terms and conditions governing services provided by these entities.

30. CONSUMER RIGHTS ACT – the Act of May 30, 2014 on Consumer Rights (Journal of Laws Dz.U. 2023, item 2759, as amended).
31. TECHNICAL REQUIREMENTS – the minimum technical requirements necessary to cooperate with the IT system used by DESA, including concluding the Service Contract or the Sales Contract, that is, a multimedia device ensuring the ability to input text with internet access of at least 256 kbit/s; access to an active email account; web browser: Internet Explorer version 11.0 and higher, Google Chrome version 66.0 and higher, Mozilla Firefox version 60.0 and higher, Opera version 53.0 and higher, or Safari version 5.0 and higher; browsers require the Javascript support and the ability to store Cookies; the Application is optimized for a minimum screen resolution of 360 x 640 pixels.

### § 3 BEFORE THE BIDDING

1. Each Item offered at the Auction has an Item Description included in the Catalogue and the App – upon request, DESA can prepare a detailed condition report of the Item free of charge.
2. Each Item has a catalog item number specified in the Catalogue (lot number).
3. DESA provides the possibility of personal inspection of each Item free of charge.
4. DESA organizes pre-auction exhibitions where the Items available at the Auction are presented – entry to the exhibitions is free and unrestricted during the opening hours of the DESA gallery.
5. DESA reserves the right to change the Item Description before the Bidding due to errors discovered in the Description before the Bidding.
6. Changes to the Item Description are made by correcting the Description in the App and by the auctioneer's announcement before the start of the Bidding.
7. In case of discrepancies between the Item Description in the Catalogue and the Description in the App, the Description in the App is binding.

### § 4 RULES OF PARTICIPATION IN THE BIDDING

1. The condition for participation in the Auction and Bidding is the full and unconditional acceptance of the Terms and Conditions by the Bidder, and for new Clients, registration.
2. The Bidder's registration includes providing the required information by completing the registration form provided by DESA, submitting AML declarations, and presenting a valid identity document – in accordance with the provisions of the Act of March 1, 2018 on Preventing Money Laundering and Financing Terrorism, DESA is also entitled to make copies of Clients' identity documents. The following data must be provided by the Bidder in the form:
  - 2.1. first and last name,
  - 2.2. address, including street, house/apartment number, postal code, city, country,
  - 2.3. e-mail address,
  - 2.4. telephone number,
  - 2.5. in case of requesting an invoice with VAT or VAT margin, the company name and VAT number must also be provided,
  - 2.6. PESEL personal identification number or series and number of a valid identity document, e.g. an ID card or passport,
  - 2.7. country of tax residence.
3. DESA reserves the right to refuse registration of any person, at its sole discretion, particularly in the case of unsettled debts from previous auctions, as well as to condition registration on the submission of additional documents that may verify the identity or solvency of the person applying for registration.
4. Participation in the Auction and Bidding is possible in the following ways:

- 4.1. In person – The Bidder participates in person at the DESA headquarters, registers for the Auction before the first Bidding starts, and receives a paddle with a unique auction number. Bidders place offers by signaling with the paddle. After the Auction ends, the Bidder is required to promptly return the paddle with the auction number. In the event of losing the paddle, the Bidder must immediately report this to a DESA employee.
- 4.2. By phone – The Bidder participates in the Auction and Bidding via a phone connection with a DESA employee present at the Auction. Bidders interested in this service should send the completed order form at least 24 hours before the Auction starts. DESA reserves the right not to accept orders submitted later. The order form is available on the last pages of the Catalogue, at DESA's headquarters, and on the website [www.desa.pl](http://www.desa.pl). The form should be sent electronically, by mail, or delivered in person. Along with the form, a photocopy of one page of an identity document must be sent for data verification. DESA's employee will contact the Bidder before the start of the Bidding for selected Items. DESA is not responsible for the inability to participate in the phone bidding due to issues in establishing a connection with the Bidder's provided phone number for reasons attributable to the Bidder. We recommend specifying a maximum amount (excluding the auction fee) up to which we can bid on the Bidder's behalf – the provisions of 4.3 below apply accordingly. In case of connection problems, if the Bidder did not specify a limit in the order, the phone bidding order will not be carried out. We reserve the right to record and archive the phone calls mentioned above. This service is free and confidential.
- 4.3. By submitting a bidding order with a limit – Bidders interested in this service should submit the completed form no later than 24 hours before the start of the Auction. DESA reserves the right not to accept orders submitted later. The same form and rules apply as for the telephone bidding order (see section 4.2 above). The amounts indicated in the form should not include the auction fee and additional charges, should be expressed in Polish PLN, and should comply with the bid increment table provided later in the Terms and Conditions. If the amount provided does not match the amounts in the bid increment table, it will be reduced. DESA will make efforts to ensure that the Bidder purchases the selected Item at the lowest possible Hammer Price, but not lower than the Guaranteed Price. If the limit set by the Bidder is lower than the Guaranteed Price and is also the highest Bid, a conditional transaction will occur. This service is free and confidential.
- 4.4. Online – Bidders can participate in all DESA auctions via the App. To participate in the Auction, you must create a free Account in the App and then register for the specific Auction – due to the verification and admission process, we ask that registration for the Auction be done no later than 12 hours before the start or 12 hours before the end of the Bidding. Registration for each Auction must be done separately. The Client will receive an email confirming their admission to the Auction along with their bidder number. Bidders who register later may not be admitted to the Bidding. After the first successful verification process, the Bidder may be added to the list of automatically verified clients, meaning that for future auctions, the Bidder will automatically receive confirmation of their admission to the Auction immediately after registration. Bidders can participate in the Auction by placing bids on Items before the Bidding starts, or by placing bids during the Bidding, while watching the live stream online. This service is free and confidential. Additionally, there is an option to watch an audio-video stream from the Auction Hall. DESA reserves the right to set transaction limits for Bidders via the App.
5. Regardless of the form of participation in the Bidding, the Bidder takes full personal responsibility for paying the Price, Auction Fee, and any other applicable charges (Droit de Suite, Import Fee), unless they provide DESA with a document confirming their authority to bid on behalf of a third party, approved by DESA, before the Auction starts.

## § 5 COURSE OF THE AUCTION AND BIDDING

1. The Auction takes place at the location and time specified by DESA in the Catalogue, on the website, or in another manner that provides access to this information. The Auction consists of individual Bidding sessions. The estimated pace for conducting successive Bidding sessions during the Auction is between 60 and 100 Items per hour.
2. Bidding increments are specified by the Auctioneer before the Auction, and they are also available on the website [www.desa.pl](http://www.desa.pl) or in the Catalogue. The Auctioneer has the right, at their discretion, to deviate from the increment table during a particular Bidding session, especially by accepting a bid in an amount other than that indicated by the increment table. Below is the most commonly used increment table:

Price Range	Increment	
0 – 2 000	100	
2 000 – 3 000	200	
3 000 – 5 000	200/500/800	(e.g. 3 200, 3 500, 3 800)
5 000 – 10 000	500	
10 000 – 20 000	1000	
20 000 – 30 000	2000	
30 000 – 50 000	2000/5000/8000	(e.g. 32 000, 35 000, 38 000)
50 000 – 100 000	5000	
100 000 – 300 000	10000	
300 000 – 700 000	20000	
700 000 – 1 500 000	50000	
1 500 000 – 3 000 000	100000	
3 000 000 – 8 000 000	200000	
above 8 000 000	at the auctioneer's discretion	

3. The auction is conducted by the auctioneer, who reads out each Item and bidding increment, identifies the Bidders, and announces the end of each Bidding session. If there was a Pre-bidding for the given Auction, the auctioneer starts the Bidding at the Bid set during Pre-bidding. The Bidding ends when the auctioneer strikes the hammer, which signifies the acceptance of the current Bid as the Hammer Price and the conclusion of the Sales Contract for the auctioned Item between DESA and the winning Bidder (Client).
4. Unless otherwise specified, an Item put up for Bidding has a reserved and confidential Guaranteed Price. If the highest Bid made during the Bidding is lower than the Guaranteed Price, the auctioneer will conclude the Bidding with the word "pass" (or "skipped"/"pominięte" in the App). In such a case, no Sales Contract is made with the Bidder who placed the highest Bid.
5. If the Guaranteed Price is not reached, the auctioneer may announce the possibility of a conditional transaction. In this case, the Bidder can place a Bid, but the completion of the Sales Contract for the Item depends on obtaining the seller's consent. DESA commits to negotiating with the seller for this purpose but does not guarantee that an agreement will be reached. If the seller's consent to sell for less than the Guaranteed Price or the Bidder's consent to raise their Bid to the Guaranteed Price is not obtained within five business days of the Auction, the transaction is not finalized.
6. During the period specified in item 5 above, DESA reserves the right to accept other purchase offers for the Item. If such an offer reaches the Guaranteed Price, the Bidder who conditionally bid on the Item will be informed and granted the right to raise their Bid to match the Guaranteed Price, with priority to purchase the Item. Otherwise, the transaction is not completed, and DESA may sell the Item to another bidder.
7. The auctioneer has the right to resolve any disputes that arise during Bidding, including the authority to resume or restart the Bidding of an Item.

8. The auctioneer reserves the right to withdraw an Item from the Auction or Bidding without providing reasons.
9. The Auction is conducted in Polish; however, at the Bidder's special request, certain Bidding sessions may be conducted in English as well. Such requests should be made before the Auction, indicating the Items concerned.
10. The Auction proceedings may be recorded using video or audio recording devices.

## § 6 TERMS AND CONDITIONS OF SALES CONTRACTS

1. The winning Bidder (Client) must pay the full Price and Fees within 7 days from the date of the Auction. In the case of a delay in payment, DESA reserves the right to charge statutory interest for late payment.
2. Payment of the Price and Fees should be made in Polish PLN and may be completed:
  - 2.1. in cash (without a maximum payment limit), if the payment is made by a consumer, as defined by the Consumer Rights Act;
  - 2.2. in cash up to a limit of 15,000.00 PLN gross if the payment is not made by a consumer;
  - 2.3. by bank transfer to the account at mBank S.A. 27 1140 2062 0000 2380 1100 1002, Swift: BREXPLPWWA3. The transfer title should specify the name and date of the Auction and the Item number.
  - 2.4. by VISA or MasterCard, excluding online payments (in-person only).
3. Upon the Client's special request and with DESA's consent, payment of the Price and Fees may be made in euros (mBank S.A. account 43 1140 2062 0000 2380 1100 1005, Swift: BREXPLPWWA3) or in U.S. dollars (mBank S.A. account 16 1140 2062 0000 2380 1100 1006, Swift: BREXPLPWWA3). A handling fee of 1% will be added to such transactions. The currency exchange rate will be based on mBank S.A.'s daily buy rate for the day preceding the Auction.
4. Ownership of the Item subject to the Sales Contract will not transfer to the Client until DESA has received full payment of the Price and Fees.
5. DESA is not required to hand over the Item to the Client until ownership of the Item has been transferred to the Client. Early delivery of the Item to the Client does not imply a transfer of ownership or release from the obligation to pay the Price and Fees.
6. If the Client delays payment of the Price and Fees, DESA may terminate the Sales Contract after an additional payment deadline expires without payment. If DESA exercises its right to terminate, it may seek damages from the Client for lost profits, including any loss from unpaid fees for DESA's brokerage services in the Sales Contract.
7. If the Client fails to pay the Price and Fees within the time specified in item 1, the Client authorizes DESA to offset any receivables due to DESA, e.g., under a consignment contract, against DESA's receivables from the Sales Contract (set-off). The set-off statement must be made in document form for validity.
8. DESA reserves the right to terminate the Sales Contract if the Client fails to submit required AML Statements or submits false AML Statements, following an unfulfilled deadline to submit or correct the AML Statements.
9. To avoid any uncertainty, proprietary copyrights to the Item, if it qualifies as a work under the Act of February 4, 1994, on Copyright and Related Rights (Journal of Laws Dz.U. of 2019, item 1231, as amended), is not covered by the Sales Contract, meaning the Sales Contract pertains solely to the ownership of the Item.
10. Any amendments to the Sales Contract must be made in written form to be valid, except for termination by mutual consent, which must be made in document form to be valid.
11. DESA will promptly send electronic confirmation of the Sales Contract (auction summary) to the Client's provided email address after the Auction, to which Clients hereby consent.
12. Termination of the Sales Contract must be made in document form to be valid.



## § 7 COLLECTION OF ITEMS

1. The Client may collect the Item only after submitting the required AML Statements and paying the full Price, Fees, and any applicable storage fees.
2. Collection of the Item from DESA's headquarters is free of charge, except for Items stored in an external warehouse, as described in item 11 below. In such cases, collection from the external warehouse is free of charge.
3. DESA does not bear the cost of transporting Items to the Client.
4. DESA provides basic packaging for the Item free of charge.
5. Unless otherwise agreed, collection of the Item is arranged by prior contact with the Customer Service BOK at DESA's headquarters. Item release requires the presentation of an ID document by the Client, and if collected by a third party, a written authorization from the Client, along with AML Statements submitted by the authorized person. In accordance with the provisions of the Act of March 1, 2018 on Preventing Money Laundering and Financing Terrorism, DESA is also entitled to make copies of identity documents of individuals collecting the Items.
6. The Client is required to collect the Item within 30 days from the date of the Auction at which the Item was purchased. Failure to pay the Price or Fees does not exempt the Client from this collection obligation or its associated consequences.
7. If the Item is not collected within the period stipulated in item 6, it will be placed into DESA's paid storage (deposit) at the Client's expense.
8. Storage as described in item 7 above will proceed under the following conditions:
  - 8.1. Storage fees are calculated in calendar months. For a storage period of less than one calendar month, the fee will be charged as if for one full calendar month for each such period.
  - 8.2. Storage fees are as follows:
    - 8.2.1. Size S – Jewelry items and other Items with a total dimension (height + width, or height + width + depth) not exceeding 30 cm: 60 PLN gross (48.68 PLN net) per month.
    - 8.2.2. Size M – Items with a total dimension (height + width, or height + width + depth) not exceeding 150 cm: 80 PLN gross (65.40 PLN net) per month.
    - 8.2.3. Size L – Items with a total dimension (height + width, or height + width + depth) not exceeding 300 cm: 120 PLN gross (97.56 PLN net) per month.
    - 8.2.4. Size XL – Items with dimensions exceeding Size L: 300 PLN gross (243.90 PLN net) per month.
9. DESA will notify the Client in documentary or written form no later than 7 days before the expiration of the period specified in item 6 above regarding the situation described in item 7. This notice will include necessary information regarding the Client's rights and obligations related to the paid deposit (storage) contract.
10. For Items subject to an Import Fee, DESA notes that, due to the required completion of customs procedures, the collection date will be arranged individually with the Client.
11. For Items marked with the "π" symbol, as specified in § 2 item 10.7, collection will proceed from DESA's external warehouse, located at Mieczysława Słowikowskiego 81b, building H3, Raszyn. The provisions of the above paragraph apply to the collection from the external warehouse, except for the different location of collection. In particular, the collection of the Object requires prior contact with the Customer Service (BOK) and the presentation of the buyer's identity document or the provision of appropriate authorization in the case of collection by a third party. Collection from the external warehouse is available Monday through Friday, between 10:00 a.m. and 3:00 p.m., by prior arrangement with Customer Service (BOK).

## § 8 COMPLAINT PROCEDURE FOR ITEMS AND OUT-OF-COURT DISPUTE RESOLUTION

1. The basis and scope of DESA's liability towards the Client in the event that the sold Item has a physical or legal defect (warranty) are defined by the Civil Code, particularly in Articles 556 and subsequent Articles of the Civil Code. For Clients who are Consumers, provisions of the Consumer Rights Act also apply, though DESA notes that due to the nature of the offered Items, such as antiques and artworks, replacement with a non-defective item is generally not feasible.
2. DESA provides a reliable description of each available Item, made in good faith with the expertise and experience of its employees and collaborating experts. Despite the care taken with each Item during the preparation process, including documentation of provenance, exhibition history, and bibliography, the information provided may not be exhaustive or indicate all minor damages to the Items. The Items available at DESA are often older items that, due to their nature, do not possess the quality of factory-new items.
3. DESA's liability under warranty applies if a physical defect is discovered within two years from the date the Item was handed over to the Client.
4. The Client may submit a complaint in any form.
5. To facilitate timely processing of complaints, DESA recommends:
  - 5.1. Submitting complaints via email to: [reklamacje@desa.pl](mailto:reklamacje@desa.pl);
  - 5.2. Including information about the defect, particularly the type and date of occurrence;
  - 5.3. Indicating the Client's preference for how to remedy the issue, such as repair, price reduction, or withdrawal from the sales contract;
  - 5.4. Providing contact information for the complainant.
6. If the Client omits any of the information outlined in item 5, this will not affect the validity of the submitted complaint.
7. If the complaint requires inspection of the Item by DESA, the Customer Service (BOK) will contact the Client to arrange delivery of the Item to DESA at DESA's expense. However, if due to the nature of the defect or the type of Item, such as its size, delivery of the Item by the Client would be impossible or excessively difficult, the Client may be asked to make the Item available to DESA, at a mutually agreed time, in the location where the Item is situated.
8. If a defect is found in the Item, the Client, within the limits and terms of applicable Civil Code provisions, may:
  - 8.1. Request a price reduction or withdraw from the sales contract unless DESA promptly and without undue inconvenience to the Client remedies the defect. The reduced Hammer Price and Fees should correspond to the difference in value between the defective Item and a non-defective one. The Client cannot withdraw from the contract if the defect is minor;
  - 8.2. Request that DESA repair the defect within a reasonable time and without undue inconvenience.
9. DESA will respond to Client's complaint immediately, no later than within 14 days from the date of receiving it, and if, in a given case, it is necessary to examine the Item by DESA, within 14 days from the date of delivery of this Item to DESA, and the notification asking to deliver the Item to Desa will be send to Customer within 14 days from the date of complaint submission.
10. Methods involving out-of-court settlement of complaints and seeking claims are voluntary. The following information is for reference and does not obligate DESA to participate in such procedures. DESA's acceptance or refusal to participate in out-of-court consumer dispute resolution will be communicated to the Client on a durable medium if the dispute remains unresolved after a complaint has been filed.
11. Detailed information regarding the options available to the Client for out-of-court methods of handling complaints and pursuing claims, as well as the rules for accessing these procedures, can be found at the offices and on the websites of the district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, the Polish Provincial Inspectorates of the Trade Inspection, and at the following websites of the Polish Office of Competition and Consumer Protection: [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php); [http://www.uokik.gov.pl/sprawny\\_indywidualne.php](http://www.uokik.gov.pl/sprawny_indywidualne.php); [http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php)

12. Pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council of May 21, 2013 on Online Dispute Resolution for Consumer Disputes, and amending Regulation (EC) No 2006/2004, and Directive 2009/22/EC (Regulation on Consumer ODR), Service Provider, being an entrepreneur with the registered office in the European Union, who enters into online sales contracts or service contracts, provides a link to the ODR (Online Dispute Resolution) platform facilitating out-of-court dispute resolution: <http://ec.europa.eu/consumers/odr/>. E-mail address of Service Provider: [biuro@desa.pl](mailto:biuro@desa.pl)
13. Client may take advantage of the following exemplary methods involving out-of-court settlement of disputes and seeking claims:
  - 13.1. Client has the right to address a permanent consumer arbitration court operating at the Commercial Inspection with a request to settle the dispute arising from the Sales Contract.
  - 13.2. Client has the right to address a regional inspector of Commercial Inspection, pursuant to Art. 36 of the Act of December 15, 2000 on Commercial Inspection (Journal of Laws Dz.U. of 2001 No 4 item 25, as amended), with a request to initiate mediation proceedings regarding the out-of-court settlement of dispute between Client and DESA.
  - 13.3. The Client can obtain free assistance in resolving a dispute between the Client and DESA, also by using free help from the district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (e.g. such as Polish Consumer Federation, Association of Polish Consumers).
  - 13.4. Client may submit a complaint via the ODR internet platform: <http://ec.europa.eu/consumers/odr/>. The ODR platform is also a source of information on the methods of out-of-court settlement of disputes that may arise between entrepreneurs and Consumers.
14. DESA informs that pursuant to Art. 38 point 11 of the Consumer Rights Act, Client do not have the right to withdraw from the Sales Contracts, concluded off-premises or at a distance.

## § 9 TERMS AND CONDITIONS OF PROVIDING ELECTRONIC SERVICES BY DESA

1. DESA provides the following Electronic Services to Clients free of charge through the Application:
  - 1.1. Account,
  - 1.2. enabling Clients to participate in Auctions and Bidding, and to conclude Sales Contracts, under the terms specified in these Terms and Conditions;
  - 1.3. enabling the browsing of Content made available within the Application;
  - 1.4. Newsletter.
2. The Contract for the Provision of Electronic Services is concluded when the Client receives a confirmation of the Service Contract sent by DESA to the email address provided by the Client during registration. The Account is provided free of charge for an indefinite period. The Client may delete the Account at any time and without providing a reason, by submitting a request to DESA, particularly via email at: [biuro@desa.pl](mailto:biuro@desa.pl) or in writing to DESA's address.
3. The Client is particularly obliged to use the Application in a manner that does not disrupt its functionality, e.g., by avoiding the use of certain software or devices, refraining from actions intended to access information not intended for the Client, using the Application in accordance with principles of social conduct, applicable laws, and the Terms and Conditions. This includes refraining from providing and transmitting content prohibited by law, using the Application in a non-disruptive manner for other Clients and DESA, respecting the personal rights of others (including the right to privacy) and all their rights, and using the Content posted in the Application solely for personal use—any other use of DESA's or third-party content is allowed only with the explicit consent of DESA or the owner.
4. DESA recommends submitting complaints related to the provision of Electronic Services:
  - 4.1. in writing to DESA's address;
  - 4.2. electronically via email to: [reklamacje@desa.pl](mailto:reklamacje@desa.pl).

5. It is recommended that the Client includes in the complaint description: information and circumstances regarding the subject of the complaint, particularly the type and date of the issue; the Client's request; and the contact details of the complainant—this will facilitate and expedite the processing of the complaint by DESA. The requirements stated in the previous sentence are recommendations and do not affect the effectiveness of complaints submitted without the recommended description.
6. DESA will respond to the complaint promptly, no later than within 30 days from the date it is submitted, unless another time frame is stipulated by generally applicable laws or specific terms and conditions for addressing the complaint.
7. The Client has the right to withdraw from the Electronic Services at any time by sending a message via email to: [biuro@desa.pl](mailto:biuro@desa.pl)

## § 10 CONFIDENTIALITY AND PERSONAL DATA PROTECTION RULES

1. To respect the privacy of Clients and Bidders, DESA has implemented necessary technical and organizational measures to ensure that personal data processing during Auctions complies with applicable legal regulations, particularly as outlined in the GDPR and the Act of May 10, 2018, on Personal Data Protection (consolidated text: Journal of Laws Dz.U. of 2019, item 1781).
2. DESA is the Controller of your data. For matters related to personal data protection, you can contact:
  - 2.1. by phone: +48 22 163 66 00
  - 2.2. via email: [bok@desa.pl](mailto:bok@desa.pl) or
  - 2.3. by post at: Piękna 1A, 00-477 Warsaw (with a note "Personal Data").
3. Purposes and legal grounds for data processing:
  - 3.1. The data controller processes data for Auction participation based on voluntary consent, in accordance with Art. 6 item 1 point a) GDPR.
    - 3.1.1. For participation in Bidding, personal data will be processed in accordance with Art. 6 item 1 point b) GDPR, that is, processing is necessary to perform a contract to which the data subject is a party or to take steps at the request of the data subject before concluding a contract;
    - 3.1.2. In certain cases, DESA is legally obligated to process your data under Art. 6 item 1 point c), that is, processing is necessary to fulfill a legal obligation to which the controller is subject.
  - 3.2. Upon appropriate consent, the Controller may process data for:
    - 3.2.1. providing the Newsletter, according to Art. 6 item 1 point a) GDPR;
    - 3.2.2. direct marketing, according to Art. 6 item 1 point a) GDPR;
  - 3.3. DESA also processes personal data for the following purposes based on the Controller's legitimate interest:
    - 3.3.1. defense against claims and pursuit of claims, in accordance with Art. 6 item 1 point f) GDPR;
    - 3.3.2. handling complaint processes, in accordance with Art. 6 item 1 point f) GDPR;
    - 3.3.3. conducting customer satisfaction surveys through anonymous questionnaires on satisfaction with DESA's products/services, in accordance with Art. 6 item 1 point f) GDPR.
4. Providing personal data by Clients or Bidders is voluntary but necessary for the proper conduct of the Auction, provision of Electronic Services, or the Newsletter service.
5. To carry out the Auction, provide Electronic Services, or deliver the Newsletter, the Controller may share your data with trusted recipients, such as technical service providers who manage the technical infrastructure necessary for DESA's services. We may also share your data with selected marketing and advertising partners to send you communications.
6. When participating in an Auction via the Application, your data will be transferred to the USA. DESA ensures that appropriate legal safeguards will be applied, specifically standard

contractual clauses as set forth in the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council: <https://eur-lex.europa.eu/legal-content/PL/TXT/?uri=CELEX:32021D0914>

7. You have the following rights regarding DESA's processing of personal data:
  - 7.1. the right to access your data;
  - 7.2. the right to rectification, that is, correction or update of data;
  - 7.3. the right to deletion of data;
  - 7.4. the right to data rectification;
  - 7.5. the right to restrict data processing;
  - 7.6. the right to data portability;
  - 7.7. the right to file a complaint with the supervisory authority (Polish Data Protection Commissioner).

If the legal basis for processing is consent, you have the right to withdraw it at any time. However, withdrawing consent does not affect the lawfulness of processing based on your consent before its withdrawal.
8. The Controller has the right to process personal data during the term of the contract and afterward for the following purposes:
  - 8.1. claim enforcement related to contract performance;
  - 8.2. fraud and abuse prevention;
  - 8.3. statistical and archival purposes;

– for no longer than six years from the date of contract termination.
9. If the obligation to process data arises from separate legal provisions (e.g., the Accounting Act, the Tax Ordinance, the Regulation of the Minister of Culture and National Heritage of December 4, 2017, on Record Books Maintained by Economic Entities Specializing in the Trade of Monuments on the Territory of the Republic of Poland, AML), personal data will be stored for the period required by applicable regulations to meet legal requirements.

## § 11 FINAL PROVISIONS

1. The Terms and Conditions constitute a contractual model within the meaning of Article 384 § 1 of the Civil Code.
2. DESA does not provide any permits for exporting Items outside the territory of the Republic of Poland or for any other type of transport. Clients must independently obtain information on the permits or fees required for this purpose and fulfill their own obligations. DESA is not responsible for other obligations imposed on Clients arising from universally binding legal provisions, including the Act of July 23, 2003, on the Protection and Care of Monuments (consolidated text, Journal of Laws Dz.U. of 2024, item 1292).
3. Registered museums have the right of preemption to purchase monuments sold at the Auction. A declaration to exercise the right of preemption may be submitted by the registered museum immediately after the auction of the monument but no later than the conclusion of the Auction—legal basis: Article 20 of the Act of November 21, 1996, on Museums (consolidated text, Journal of Laws Dz.U. of 2022, item 385).
4. Any notices addressed to DESA should be in written or document form.
5. Amendments to the Terms and Conditions require document form under penalty of nullity.
6. Matters not regulated in these Terms and Conditions are governed by the universally binding provisions of Polish law, in particular: the Civil Code; the Act on the Provision of Electronic Services of July 18, 2002 (Journal of Laws Dz.U. of 2002 No. 144, item 1204, as amended); the Consumer Rights Act of May 30, 2014 (Journal of Laws Dz.U. of 2014, item 827, as amended); and other applicable provisions of universally binding law.

7. Clients' personal data are processed by DESA as the personal data controller. Providing personal data by the Client is voluntary but necessary to create an Account, use certain Electronic Services, or conclude a Sales Contract. Detailed information on personal data protection is included in the "Privacy Policy" tab available on [www.desa.pl](http://www.desa.pl). Both Clients' and consignees' data are treated as confidential.
8. These Terms and Conditions, the Electronic Services Contract, and the Sales Contract, as well as all non-contractual obligations arising from or related to them, are governed by Polish law.
9. The recording, securing, and making available of essential provisions of the concluded Electronic Services Contract are carried out by sending an email to the email address provided by the Client.
10. The recording, securing, making available, and confirmation to the Client of essential provisions of the concluded Sales Contract are carried out by sending the Client an email confirming the conclusion of the Sales Contract.)
11. DESA informs that the use of Electronic Services involves typical risks associated with transmitting data over the Internet, such as dissemination, loss, or access by unauthorized persons.
12. DESA ensures technical and organizational measures appropriate to the level of risk to the security of the functionalities or services provided under the Electronic Services Contract.
13. The Terms and Conditions are available to Clients free of charge at the following address: [https://desa.pl/pl/regulaminy/regulamin\\_aukcji/](https://desa.pl/pl/regulaminy/regulamin_aukcji/), where Clients can view and print it at any time.
14. DESA informs that using the Application via a web browser, including participation in Auctions, as well as making telephone connections with the Customer Service BOK, may involve incurring costs for Internet connection (data transmission fees) or telephone connection costs, in accordance with the tariff package of the service provider used by the Client.
15. Provisions of the Terms and Conditions less favorable to the Client, who is a consumer within the meaning of the Consumer Rights Act, than the provisions of the Consumer Rights Act, are invalid, and in their place, the provisions of the Consumer Rights Act shall apply.