General Auctions Terms and Conditions

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Article 1 – Definitions
General Auction Terms and Conditions: these General Auctions Terms and Conditions;
Consumers: a natural person whose actions are not carried out for objectives relating to the course of a trade, a profession or a business;
Product: one or more goods that are offered for sale at the Auction Website;
Auction Website: Online Auction Platform where Bidders buy products from vidaXL;
Bidder: a Consumer who registers or has registered to take part in an Auction in the manner prescribed by vidaXL;
Bid: the amount offered by the Bidder at an auction for a Product, plus the taxes and costs;
Purchase Agreement: the Purchase Agreement entered into between the Vendor and the Buyer upon Allocation;
Buyer: the Bidder to whom the allotment has been allocated;
Personal data: the (personal) data that must be provided to vidaXL by the Consumer to register and Bid on an Auction and that are traceable to his or her person;
Allocation: the explicit declaration of vidaXL to Buyer that the Auction on which the Buyer has placed a Bid is allocated to the Buyer. This declaration can mean that a confirmation has been sent by email;
Auction: the online auction through the Auction Website for the sale of one or multiple goods;
Vendor: vidaXL shall be the seller vis-à-vis the Buyer for all goods offered on the Auction Website;
vidaXL: HB Commerce Pty Ltd

Article 2 – Applicability
2.1. In addition to the GENERAL TERMS AND CONDITIONS, the GENERAL AUCTION TERMS AND CONDITIONS shall also apply in the relationship between Vendor and the Bidder for any Auction, the use of the Auction Website, the registration of a Bidder with vidaXL for participation in Auctions and to any Auction that takes place. Any (general) terms and conditions of a Bidder will be rejected by vidaXL.
2.2. In the event of taking part in an Auction, Bidders are obliged to each other, and each Bidder is obliged to vidaXL to act in conformity with these General Auction Terms and Conditions. A Bidder undertakes to vidaXL to comply in full and entirely unconditionally with the conditions declared applicable to the Auction by vidaXL and that he/she will refrain from taking any action that could be harmful to the interests of vidaXL.

Article 3 – Registration
3.1. To take part in an Auction as a Bidder it is compulsory to register in the manner prescribed by vidaXL and to accept, unconditionally, the conditions and procedures that are declared applicable to an Auction by vidaXL. Participation in an Auction will not under any circumstances be permitted if you are not authorised to perform legal acts or if you are legally incompetent. vidaXL reserves the right at all times, for reasons of its own, to deny Bidders the right to register for and (continue to) take part in an Auction and/or to terminate that right unilaterally.
3.2. The Bidder must identify himself or herself at the first request of vidaXL properly. Failure to do so will result in the Bidder's ineligibility to participate in the Auction.

3.3. When registering you are obliged to provide all of the information requested by vidaXL in full, correctly and truthfully and to guarantee the accuracy and completeness of the information you have provided. If these details are changed at any time, you will be obliged to inform vidaXL of these changes without delay. The right to assess the validity of a registration and the information provided in that context rests exclusively with vidaXL.

3.4. If you are given the opportunity to make use of a username and password, the username and password that you use at an Auction are strictly person-bound and must not be communicated by you to any third-parties. If you have reasons to believe that another party knows your password, you must inform vidaXL of this without delay. You are liable for and bound to all actions that take place at an Auction and which arise from the use of your password and/or username, also if they are abused if you have not taken due care with your username and password. vidaXL has the right, whether acting on the Vendor's behalf or not, to demand compliance with your payment obligations resulting from Bids made using your username and password.

3.5. You will be able to make use of the Auction Website as soon as the registration procedure has been completed and a user account has been created. The user account may be terminated with immediate effect at any time by vidaXL, without prejudice to any obligations you may already have from the period prior to the termination of the user account and without prejudice to the provisions of these General Auction Terms and Conditions, which will remain in force even after the termination of the user account.

Article 4 – Privacy Statement

4.1. By registering to the Auction Website, you indicate to be aware of and to agree to the Privacy Policy and Cookie Policy.

vidaXL reserves the right to record data relating to the Bidder's visiting behaviour on the Website (including the IP address used) if there is a suspicion that the Bidder's account has been misused and/or the Website is misused. For more information about the use that vidaXL makes of the personal data of Bidder and about the use of cookies on the Website, reference is made to vidaXL's privacy policy, which can be found on the vidaXL's Website.

Article 5 – The Auction Procedure

5.1. The preparation and execution of the Auction are determined exclusively by vidaXL. This means, among other things, that vidaXL determines the course of events prior to and during the Auction and has the authority, without stating reasons, to admit or not admit Bidders to the Auction, not to Auction one or more Products or to change in (the composition of) the Products, not to recognize a Bid and declare it invalid and to suspend, resume or cancel the Auction and/or to take other measures it deems necessary.

5.2. The duration of an Auction is marked on the Auction Website. However, vidaXL has the right to cancel, terminate, suspend, or extend an Auction (prematurely) at any time. If an Auction is not open to all Bidders due to technical problems, vidaXL will use the right to extend the Auction, but vidaXL is not obliged to do so.

5.3. Bidders are obliged to follow instructions and directions given by or on behalf of vidaXL in the context of an Auction.

5.4. The Auction will take place in the order listed in the Auction catalogue on the Auction Website. However, vidaXL has the right to deviate from the order.

5.5. A Bidder accepts the special conditions that may arise during an Internet Auction and the (technical) problems that may occur. These problems may include inability to access the Auction Website or a particular Auction, inability to place a Bid, faults, or defects in the Auction Website and/or the underlying hardware and/or network connections and/or software running on the Auction Website. In addition, maintenance of the Auction Website and/or the underlying system may mean that problems may arise that limit access to the Auction Website and/or the Auction and/or prevent a Bid from being placed.

Article 6 – Descriptions of Products

6.1. Descriptions of a Products and all information on the Auction Website are made on a “know best” basis. It can therefore occur that a description of an Auction is incorrect or incomplete. A Bidder accepts the possibility of a description of a Product being incorrect or incomplete and therefore cannot derive any claims or rights from the descriptions and other information.

Article 7 – The Bid
7.1. Bidding must be done in the manner indicated by vidaXL on the Auction website. The Auction is handled according to the "highest bidder" principle. vidaXL is entitled to change the way an Auction is conducted at any time during the Auction. vidaXL is entitled not to acknowledge a Bid if there are reasonable grounds in the opinion of vidaXL.
7.2. A Bidding made by a Bidder counts as an offer to vidaXL. The Bidder is bound by the Offer, which is binding, irrevocable and unconditional.

Article 8 – Conclusion of Purchase Agreement
8.1. Any Bid you place on vidaXL Auctions constitutes a legal offer to purchase the item. You may not retract a Bid except in limited circumstances permitted by applicable law, for example, when the item does not conform to the description provided in connection with the item on the website.
8.2. Participation in an Auction does not mean that the goods will ultimately be sold to the Bidder. Even if the Auction Website indicates that an Auction takes place under the highest Bid contract, it does not necessarily lead to a Purchase Agreement.
8.3. The Bidder is aware that the goods sold at the Auctions are the property of vidaXL. The Purchase Agreement is between the Buyer and vidaXL.
8.4 In the event that the Allocated Product/s have not been purchased by the (prospective) Buyer within the specified period, the (prospective) Buyer is in default by operation of law and vidaXL has the right to dissolve the agreement with the (prospective) Buyer by means of a written declaration and/or sell the purchased goods to one or more third parties. The (prospective) Buyer is obliged to compensate vidaXL for all damages caused by its breach. After the transfer of ownership of the Allocated Product/s to the (prospective) Buyer, the (prospective) Buyer can no longer claim dissolution of the Purchase Agreement.
8.5 If purchase is not possible due to circumstances beyond the sphere of control of the (prospective) Buyer and which cannot be attributed to the (prospective) Buyer (e.g. because third parties have seized it), vidaXL has the right to terminate the agreement by written statement to the (prospective) Buyer. In that case, vidaXL is not obliged towards the (prospective) Buyer to do more than refund the purchase price paid.

Article – 9 Returns
9.1. The Consumer can dissolve an agreement from the moment the order is placed and up to 14 days after receipt of the order without giving any reason. vidaXL will ask the Consumer about the reason for the return.
9.2. The cooling-off period referred to in paragraph 1 expires 14 days after the Consumer, or a third party designated in advance by the Consumer, who is not the carrier, has received the product, or:

- if the Consumer has ordered several products in the same order: the day on which the Consumer, or a third party designated by him/her, has received the last product. The entrepreneur may, provided he/she has clearly informed the Consumer about this prior to the ordering process, refuse an order for several products with different delivery times;
- if the delivery of a product consists of several shipments or parts: the day on which the Consumer, or a third party designated by him/her, has received the last shipment or the last part;
- in the case of agreements for regular delivery of products during a certain period: the day on which the Consumer, or a third party designated by him/her, has received the first product.

Article 10 – Billing and Payment
10.1. Unless otherwise agreed, the Buyer must pay the amount owed within 3 days after the end of the Online Auction.
10.2 Voucher codes are not redeemable on products purchased via an auction.

Article 11 – Applicable Law
11.1. On these General Auction Terms and Conditions and disputes that may arise out of Auctions, the law of Australia is applicable.

Article 12 – Other Stipulations

12.1. vidaXL reserves the right to modify the General Auction Terms and Conditions at any time. In case of changes, the new conditions apply from the next Auction onwards. The current terms at the start of a transaction will apply until that transaction is completed. Your continued use of the Services after any amendments to the General Auction Terms and Conditions shall be deemed to constitute your binding acceptance of such amendments.