

## Website User Agreement - Terms & Conditions

The <https://kdcoinsgallery.com> (hereafter “website”, “we”) is designed to inform users (hereafter “you”) about current, prior and upcoming (future) auctions of collectible coins, bank notes and medals. You have the opportunity to buy, sell and stay informed about our upcoming events.

Your use of the website constitutes your agreement to abide by all terms, conditions mentioned below, and notices contained herein or otherwise posted on the website time to time. The content of such agreement, inclusive of the terms and all such additional conditions and notices, are together referred to as the "**agreement**". You agree to accept this agreement and to be bound by all of its terms without limitation or qualification. If you do not accept any of the provisions of this agreement, you are prohibited to use the website in any manner. We may change this agreement from time without notifying you.

By registering on the website or by using any of the features on the website, you agree to be bound by these Terms of Use. You also agree to be bound by the Auction Terms, which are incorporated herein by reference.

### General Terms

1. This is a public auction sale conducted by KD Coins Gallery, a licensed Auctioneer, registered and following the guidance under the Archaeology Survey of India, (hereinafter referred to as "**Auctioneer**"). Bidding in this Auction constitutes acceptance by you (the "**Bidder**") of all the Terms and conditions stated herein and shall be bound by them. Bidders may include consignors who may bid and purchase lots in the Auction consigned by the consignor or by other consignors. The final Buyer is the Bidder who makes the highest bid accepted by the Auctioneer. Only Indian residents/NRIs having valid address in India can take part and bid in these Auctions.
2. **As per the Antiquities and Art Treasure Act, 1972, buyers are requested to note that the items over 100 years old cannot be taken out of India without the permission of the Director General, Archaeological Survey of India, Dharohar Bhawan, 24 Tilak Marg, New Delhi 110 001.**

### Terms of Sale – Auction Purchase Terms & Conditions

1. Under certain circumstances, KD Coins Gallery reserves the right to postpone or cancel the auction without notice in its sole discretion. Any lot or lots may be withdrawn by the Auctioneer without public notice prior to it being sold. No participant in the Auction shall have a right to claim any costs or damages,

including consequential damages from the Auctioneer or the Consigner if a lot or lots is withdrawn from the auction, or due to delay or cancellation of the auction.

2. Lots under any type of auction (floor auction or e-auction) may carry a **Reserve** price. However, no reserve will be higher than the upper estimate mentioned in the **Estimated Price** guidance for each lot. A Reserve is a confidential price or bid below which the Auctioneer/Consigner will not sell an item or will re-purchase on behalf of the Consignor.
3. The final Purchase price for each lot shall be the sum of **Hammer Price** plus 12.50% **Buyers Premium/Commission** plus applicable GST/IGST on Hammer plus 18% GST/IGST on Buyers Premium. For example, here are all the applicable charges for a specific lot whose hammer price is Rs 10,000/-

Hammer Price	₹ 10,000.00
Buyer's Premium (12.5%)	₹ 1,250.00
IGST on Hammer (5%)	₹ 500.00
IGST on Buyer's Premium (18%)	₹ 225.00
<b>Total</b>	<b>₹ 11,975.00</b>
Shipping & Insurance	As Applicable

4. Auction lots payment shall be made only in INR - Indian Rupee by **Cash/Cheque/Demand Draft/Credit Card** drawn on Indian banks or by Net Banking. Credit cards will be accepted. Payment by credit card will be charged a 3% additional service fee. We require payment in full to be reflected in KD Coins Gallery bank account from the buyer prior to delivery of lots. Title does not pass until lots are paid in full.
5. Final Invoice will contain all associated costs for the delivery of lots such as handling, shipping, and insurance added to the purchase price. Based on the size, weight and quantity, there would be additional shipping charge on large lots.
6. Invoices are due and payable immediately upon receipt. The total Invoice amount shall be paid in full within 7 days of the date of auction, prior to delivery of the lot. The buyer shall ensure that all payment formalities are completed within 7 working days of the date of the auction. Any bidder who does not pay within the standard deadline of 7 working days, may be considered a negligent buyer and may be subject to increased scrutiny and additional requirements in order to participate in future auctions. Interest and late fees in the order of 2% per month plus GST/IGST shall be payable on Invoices not settled within 7 working days of the auction date. In case of late payment, 18% GST will be applicable on shipping & insurance charges.

7. In a situation where the buyer fails to make full payment within 14 days of the auction end date, KD Coins Gallery reserves the right to deem the sale incomplete and re-sell the material by auction or privately, without notice to the highest bidder, and the Buyer agrees to pay for the reasonable cost of such a sale and also to pay any difference between the resale price and the Buyer's purchase price. KD Coins Gallery has a right to offset any sums due from a Buyer against any future consignment or purchase or monies or goods in possession of KD Coins Gallery.

### Orders & Bids

1. The Auctioneer (KD Coins Gallery) shall have the right to open or accept the bidding on any lot by placing a bid on behalf of the Consignor, a Bidder by mail/telephone/internet, or any other participant representing buyer in the Auction. Bids must be for an entire lot and each lot constitutes an individual sale. Lots will be sold in their numbered sequence as mentioned in the catalogue/website unless Auctioneer directs otherwise. Auctioneer shall have the right in his or her sole and absolute discretion to accept or decline any bid, challenge any bid or bidding increment, to reduce any mail bid received, adjudicate all bidding disputes and to determine the prevailing bid. The Auctioneer shall have the right, but not the obligation, to rescind the acceptance of any bid and place the lot for Auction again. **Auctioneer's decision on all bidding disputes shall be binding and final.**
2. No "**unlimited**" or "**buy**" bids will be accepted. In a situation where 2 or more identical bids are received for a particular lot, preference is given to the very first bid received as determined by the Auctioneer. A mail bid will take precedence over an identical floor bid. Bids will not be accepted from any minor person under the age of 18 years. The estimate figure on each lot are the auctioneer's estimate of an expected price only, bids which are less than the lower estimate will not be consider by the auctioneer.
3. Your bid/bids placed either on website/floor/mail/telephone will be treated as your maximum bid. KD Coins Gallery is not responsible for any errors in bidding. All Bidders should be clear and make certain to bid on the correct lot that they are interested in and that the bid is the bid they intend to place. Once the lot is announced sold, the Buyer is unconditionally bound to pay for the lot, even if the Buyer made a mistake.
4. Any person submitting bids on behalf of a company, corporation or any other person/persons agree to be personally liable for full payment of the invoice.
5. Auctioneer shall make maximum efforts to properly enter and execute bid received by E-mail, Telephone or by other means. However, auctioneer shall not be liable for any errors for incorrectly entered or incorrectly executed bids. Bidders

are responsible for their bids including any errors they may make in placing bids. Auctioneer reserve the right to refuse and reject unsigned bid sheet.

6. The auctioneer will not hold himself responsible for the safe custody of any lots left for more than seven (7) working days after the date of sale, and reserves the right to charge storage.
7. Bidders who have not paid their previous Invoices in full and also the bidders not known to us must provide us with at least 2-3 references at the time of registering or they are allowed to bid with deposit of at least twenty percent (20%) of their total bids for that Auction to be deposited into KD Coins Gallery Bank Account before Auction go Live otherwise bids cant be accepted. Deposits submitted will be applied to purchases. Any remaining deposits will be promptly refunded, upon clearance of funds.
8. KD Coins Gallery reserves the right to refuse to allow a person or persons to attend the live floor bidding session of the Auction, and also reserve the right to reject disruptive or non-compliant bidders from the floor session, at the discretion of the auctioneer. Bidding in this auction sale constitutes unconditional acceptance by the Bidder of the foregoing terms of sale.

### **Condition & Genuity**

1. All lots go through careful supervision and guidance from scholars in Numismatics and so are guaranteed genuine. Any claim of lack of authenticity must be made in writing by the original purchaser immediately after discovery, and upon making such a claim KD Coins Gallery shall, in its sole and absolute discretion, reserve the right to consult and rely upon any expert(s) or authority considered by him reliable in establishing the authenticity of that lot. If the lot is then proved not authentic then the original purchaser must immediately return the lot to KD Coins Gallery in the original condition it was purchased in at the time of the auction with the original Invoice and payment proof. Lots that have been encapsulated ("slabbed")/Graded by a grading and/or authentication service may not be returned for any reason, including authenticity, if they have been removed from the encapsulation ("slab")/Grading.
2. Lots are sold as shown with all faults, imperfections and errors of description. Attribution, date, condition, and other descriptions are the opinion of the catalogue maker, and no warranty is expressed or implied. Neither the auctioneer nor the seller shall give warranty to any buyer in respect of any lot, or be liable for any fault or error of description. All statements as to the items sold, whether made in catalogues, during the course of the auction, or otherwise are statements of opinion only, and are not and shall not be taken to be statements or representations of fact. The auctioneer reserves the right in forming his opinion,

to consult and rely upon any expert or authority considered by him reliable. Notwithstanding the forgoing, if any lot should have been wrongly described in any material aspect, the buyer may reject the same, provided that he shall have given notice of intention to do so and shall have returned the same to the auctioneer within seven (7) days from the day of the Auction, Under no circumstances will the auctioneer be liable for any costs, expenses or damages incurred by the buyer in respect of any lot, including, but not limited to, loss of any kind of profit whatsoever. Estimates are intended as a guide only and not as a statement of opinion of value. Bidders are advised to scrutinize the lots they bid for.

### **User Information/Privacy Policy**

1. PAN & Photo identification (ID) proof (Aadhar or passport or driving license) issued by government of India is compulsory for all the bidders to be submitted to us for participation in Auction. These documents need to be uploaded at the time of registration.
2. We at KD Coins Gallery give utmost importance to the privacy and protection of our clients personal data. We have set administrative protocols in place to ensure that users personal information when communicating with us and using our services, is safe and secure. However we cannot guarantee that such data will not be susceptible to external malicious events like hacks and security breaches.
3. KD Coins Gallery collects, records, stores and uses your personal data only to enable you to consign or purchase auction lots deserving to you and to inform you of forthcoming auctions, news & Events. We will never share your Personal Data with anyone outside KD Coins Gallery.
4. We have in place a strict administrative measures to ensure that access to your information is limited to our employees and our associates only and to the extent necessary for them to perform their functions.
5. In today's scenario E-mail fraud is happening very commonly, so we request you to note that KD Coins Gallery never sends e-mails asking you to reply with your account or other personal information. However KD Coins Gallery cannot be held responsible for external phishing scams or the users reaction to such attempts.

### **Warning/Violation**

1. The content of the Web Site extends to a wide range of art and antiquities, which is generally uncensored, If you find any type of content offensive, you should not use the Web Site.

2. The contents of the Web Site, such as text, graphics, images, audio, video, data, coding, scripts, computer programs and other materials, are protected by copyright under the laws of the Union of India as well as other countries, and are owned or controlled by KD Coins Gallery or by third parties that may have licensed their Material to KD Coins Gallery. Any infringement or unauthorized use or any kind of copyright violation will be liable for legal proceedings including but not limited to disciplinary action in civil and or criminal courts against the violators.
3. KD Coins Gallery authorizes you to view and download a single copy of the lot or material solely for your personal, non-commercial use, or in the case of dealers, to display to your clients solely for purposes of facilitating a transaction with KD Coins gallery. Any violation of this term will invite disciplinary action including but not limited to civil and or criminal proceedings against the violators.
4. Unauthorized use of the Material is a violation of copyright, trademark, and other laws. You may not sell, prepare derivative works based on or modify the Material (including, without limitation, preparation of summaries of the Material or "thumbnails" of any images therein), or reproduce, publicly display, publicly perform, distribute, or otherwise use the Material in any way for any public or commercial purpose. The use of the Material or any portion thereof on any other web site, or in any publication, database, catalog or compilation, or in a networked computer environment for any purpose other than personal browsing of the Web Site without the express prior written permission of KD Coins Galley is strictly prohibited.
5. With respect to any copy you make of the Material within the scope of the limited personal license granted herein, you must retain therein, un-modified and un-obscured, any and all copyright and other proprietary notices contained in the original Material. You agree not to attempt to remove, deactivate, reverse engineer, modify, tamper with or obscure watermarks or other digital effects in any material on the website
6. The trademarks, logos and service marks displayed on the Web Site are owned by KD Coins Gallery or third parties. You are prohibited from using the Marks without the express, prior written permission of KD Coins Gallery or such third party. If you would like information about obtaining our permission to use the Material on your web site, please email [info@kdcoinsgallery.com](mailto:info@kdcoinsgallery.com)
7. KD Coins Gallery reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms and Conditions, in whole or in part, at any time, and we will post the revised version on this Site. Changes in the Terms and Conditions will be effective when posted. Your continued use of the Site and/or the services offered on or through the Site after any changes to the Terms and Conditions are posted will be considered acceptance of those changes.

8. If you are dissatisfied with any portion of the web site, or with any provision of the agreement, your sole and exclusive remedy is to discontinue using the web site. Under no circumstances shall the company be liable to any user or any third party on account of that user's use of the web site. In no event shall the company and/or its suppliers be liable to you or any such third party for any direct, indirect, disciplinary, exemplary, incidental, special or consequential damages or any damages whatsoever, including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the web site, the delay or inability to use the web site, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the web site, or otherwise arising out of the use of the web site, whether based on contract, tort, strict liability or otherwise, even if the company or any of its suppliers has been advised of the possibility of damages.