

Conditions of purchase at beverage auctions

These conditions apply as of 2017-01-01

1. GENERAL

1.1 Systembolaget AB, org. no. 556059-9473, Kungsträdgårdsgatan 14, 103 84 Stockholm ("Systembolaget") has commissioned Bukowskis Auktioner AB, org. no. 556434-1369, Box 1754, 111 87 Stockholm ("Bukowskis") to hold auctions of alcoholic beverages which are valuable collectibles in accordance with the Alcohol Act (2010:1622) and the agreement between Systembolaget and the State of Sweden. The definition of a valuable collectible is a wine, fortified wine, a spirituous beverage or beer which meets one or more of the following criteria:

- The beverage is continuously sold at international beverage auctions.
- The beverage has a broad documented demand on the Swedish auction market.
- The beverage's price level is, for its origin and product type, high and is available in a limited amount due to, for example, age or limited edition.

1.2 Participation in bidding at Bukowskis' website is made by using a customer number and password which is obtained upon application. In such an application, Bukowskis will ask for certain personal data.

1.3 Both Systembolaget and Bukowskis wishes to evaluate completed beverage auctions in order to improve the provided service. Evaluation will be done primarily through questions directed both to the buyer and the seller in customer surveys or similar. By providing information, the buyer approves that Systembolaget and Bukowskis may contact the buyer in order to inform about and/or forward surveys for evaluation purposes.

1.4 The buyer agrees that all personal data which the buyer provides to Bukowskis in order to complete a purchase or to register a user account at Bukowskis' website or to Systembolaget in connection with customer surveys are dealt with in accordance with applicable personal data legislation, with the purpose to administrate the buyer's use at Bukowskis.com, to fulfill agreements with the buyer and to complete customer surveys in accordance with section 1.3 above.

1.5 Systembolaget is the controller for personal data used in order to complete purchases of alcoholic beverages and personal data which are provided in connection with Systembolaget's customer surveys. Bukowskis is the controller for personal data used in connection with registration and the use of a user account and other connected services (for example news letter) at Bukowskis' website, for personal data provided in connection with Bukowskis' customer surveys and for personal data used for more than the single purpose to complete purchases of alcoholic beverages. Systembolaget and Bukowskis will save the buyer's personal data for two years after the buyer's account was last active and thereafter delete them. Bukowskis will, however, save information of the buyer for archival purposes in accordance with what is required according to law and other regulations. The buyer can receive information about the processed personal data if the buyer delivers a written and by the buyer signed application to the respective controller for personal data. The buyer is entitled to revoke its consent regarding the process and request to have its data corrected or deleted. If the buyer believes that the process of its personal data violates with applicable personal data legislation, the buyer is entitled to submit a complaint to the competent regulatory authority; The Swedish Data Protection Authority, Drottninggatan 29, 111 51 Stockholm.

The data protection officer of Systembolaget is Anna Wessberg, c/o Systembolaget Aktiebolag, 103 84 Stockholm. Please contact Bukowskis for more information about Bukowskis' contact person regarding personal data.

2. BIDDING

2.1 Placed bids are binding. In order to place a bid, the bidder must be 20 years old.

2.2 The person who bids the highest bid at the end of an auction will be the buyer. If two bidders have left equal bids, the first bid is considered to be the winning bid.

2.3 Transport purchases or other instructions/assignments after the purchase to another buyer other than the buyer of the alcoholic beverage is not permitted.

3. PURCHASE COMMISSION

3.1 Participation in bidding through Bukowskis website can also be done by submitting a written purchase commission to Bukowskis' customer service.

3.2 Upon submission, identification shall be presented. Bukowskis has the right to disregard a received purchased commission if Bukowskis assesses that the person submitting the purchase commission lacks ability to pay or is under the age of 20 years.

3.3 Purchase commissions shall be received by Bukowskis' customer service no later than five pm (17:00) the day before the auction. All purchase commissions left to Bukowskis are binding. Bukowskis has the right to disregard purchase commissions that has been submitted too late.

3.4 Bukowskis handles purchase commissions confidentially and places bids on behalf of the person submitting the purchase commission as favorably as possible.

3.5 The person who bids the highest bid at the end of an auction will be the buyer. If two bidders have left equal bids, the first registered bid is considered to be the winning bid.

3.6 Transport purchases or other instructions/assignments after the purchase to another buyer other than the buyer of the alcoholic beverage is not permitted.

3.7 Bukowskis is not liable for any damage that the person submitting the purchase commission may incur if Bukowskis neglects to carry through a purchase commission.

3.8 The person submitting the purchase commission is liable for purchases resulting from an incorrect or unclear purchase commission.

4. COOKIES AND THE POSSIBILITY TO EXCLUDE COOKIES

4.1 Bukowskis uses different tools in order to e.g. explore how the customer uses the service or the website. Cookies are small text files that are placed on the customer's web browser when the customer visits the website. The text files contain information which makes it possible for Bukowskis to e.g. adapt its services in order to better fit the customer. Bukowskis may also use so called web beacons – digital pictures which inter alia allow a web site to count the number of visitors on the web site. Bukowskis can use different evaluation tools in order to evaluate and analyze visiting statistics. The customer can choose if the customer wants to accept cookies or not. If the customer chooses to inactivate the cookies function, the quality and availability of parts of the website may be impaired.

5. ESTIMATE

5.1 The estimate for an alcoholic beverage is based on a market adjusted estimation of the alcoholic beverage and the estimate is done by Systembolaget. The estimate shall only be used as guidance and the final price for the alcoholic beverage may differ substantially from the estimate.

6. PURCHASE FEES

6.1 For each auction item purchased, a purchase fee of 20 per cent incl. VAT will be added on the hammered price as well as a hammer fee of SEK 50 incl. VAT.

7. RESULTS

7.1 The customer is obligated to control whether or not a purchase commission has resulted in a purchase.

7.2 The buyer will receive a confirmation of the purchase after the auction, either by mail or letter.

8. PAYMENT

8.1 Payment shall be made to Bukowskis' bank account or to bank giro. The buyer shall specify the invoice number upon payment. Payment can also be made with credit card (cash is not accepted) at collection. Payment can be made with VISA and MasterCard. Payment shall be made within seven (7) days after the end of the auction.

8.2 If full payment has not been paid within the time mentioned in section 8.1, Bukowskis has the right to take one or more of the following actions:

- (i) Demand payment.
- (ii) Charge a reminder fee of SEK 60.
- (iii) Claim interest on overdue payment according to the Swedish Interest Act.
- (iv) Cancel the purchase and claim compensation for damages.

8.3 Bukowskis has the right to, from the amount paid by the buyer, deduct its compensation from all claims that Bukowskis may have against the buyer.

9. COLLECTION

9.1 All transports of alcoholic beverages take place at the buyer's cost and at the buyer's risk. Upon request, Bukowskis can arrange transport of purchased alcoholic beverages between Bukowskis' branches. Transport fees will be charged in accordance with applicable price list.

9.2 Purchased alcoholic beverage can be collected at Bukowskis at the place specified in the object description or, after transport, at Bukowskis' branch as soon as identification has been presented which states that the buyer has reached the age of twenty (20) years and full payment has been made and received by Bukowskis. The alcoholic beverage shall be collected within seven (7) calendar days after the auction (excluding the day when the relevant auction ended). As soon as the alcoholic beverage has been collected from Bukowskis, the risk and the responsibility of the alcoholic beverage will pass over to the buyer.

9.3 If the alcoholic beverage is not collected within seven (7) calendar days after the end of the auction, Bukowskis has the right to take the following actions:

- (i) Charge a storage fee in accordance with applicable price list.
- (ii) Hand over the alcoholic beverage to an optional storage/transport agency. The buyer shall bear all costs related to such storage and transport.
- (iii) Send a reminder to the buyer to collect the alcoholic beverage and inform that the purchase may otherwise be cancelled, at the earliest fourteen (14) calendar days after the end of the auction. Thus, Bukowskis reserves its right to cancel the purchase agreement due to the buyer's failure to collect the alcoholic beverage. Upon cancellation, the buyer is entitled to recover the amount paid to Bukowskis after deduction of the above mentioned storage fees and/or transport costs and storage at a third party as well as compensation for any damage suffered by Bukowskis.

9.4 If the buyer uses its right to withdrawal from the purchase in accordance with section 11 below, the buyer is obligated to pay for the number of days that the storage exceeds seven (7) calendar days. By taking part of these conditions, the buyer has been informed that Bukowskis has a significant interest that the alcoholic beverage is collected within the given time. If the buyer pays for, but do not collect the alcoholic beverage within seven (7) calendar days, Bukowskis will send a reminder to the buyer to collect the alcoholic beverage and inform that the purchase may otherwise be cancelled, at the earliest fourteen (14) calendar days after the end of the auction. Thus, Bukowskis reserves its right to cancel the purchase agreement due to the buyer's failure to collect the alcoholic beverage. Upon cancellation, the buyer is entitled to recover the amount paid to Bukowskis after deduction for the above mentioned storage fees and/or transport costs and storage at a third party.

9.5 If the buyer does not collect the alcoholic beverage within three (3) months from the request hereof, Bukowskis is also entitled to sell the alcoholic beverage in accordance with the provisions in the Swedish Act (1985:982) on business proprietors' right to sell items that have not been collected (*Swe: Lagen om näringsidkares rätt att sälja saker som inte har avhämtats*). The remuneration from the sale shall firstly be used to cover costs for the sale and the storage/transport agency's claims and secondly to cover Bukowskis' invoices that have fallen due. Bukowskis has a full and absolute right to determine the estimate price and whether or not the alcoholic beverage shall have a reserve price. Any excess amount shall be paid to the buyer.

10. LIABILITY FOR DEFECTS

10.1 All alcoholic beverages are sold “as it”. The buyer is obligated to, before the auction, thoroughly inspect the alcoholic beverage and assess its condition and quality. Bukowskis is not liable for the quality of the alcoholic beverage, natural wear and tear, minor damages and defects as well as naturally occurring changes in materials such as bleaching of papers and likewise.

10.2 Information given regarding e.g. age, origin etc. shall only be used for guidance to the buyer in connection with the buyer’s inspection of the alcoholic beverage. Bukowskis or Systembolaget are not liable for any incorrectness of such information, unless the incorrect information has been given with gross negligence.

10.3 Reproduction of alcoholic beverage is only made for identification purpose. Bukowskis or Systembolaget are not liable for any damage or defects that do not appear from such reproduction.

10.4 Alcoholic beverage is sold in accordance with its description. Bukowskis and Systembolaget reserve the right to change such description. Such change shall be specifically noted.

10.5 The buyer has the right to cancel the purchase due to a defect if Bukowskis is liable for such a defect and the defect is of material importance for the buyer and Bukowskis realized or should have realized it. The buyer is thereby entitled to receive the amount paid to Bukowskis against the return of the alcoholic beverage. The buyer is not entitled to any additional compensation.

10.6 Bukowskis’ liabilities for defects are limited to what is stated in these conditions.

11. COMPLAINTS

11.1 The buyer shall report a defect without undue delay after the buyer has noticed or should have noticed the defect, however no later than in the immediate connection with the collection of the alcoholic beverage at any of Bukowskis’ collection sites. If the applicable period of complaints is not respected, the buyer has no right to invoke such defect. All complaints shall be notified in writing.

11.2 Bukowskis’ maximum liability for the alcoholic beverage is to repay the price paid by the buyer, i.e. the size of the winning bid together with the purchase fee and VAT and other applicable fees which have been paid by the buyer in relation to the purchase. The buyer is not entitled to any additional compensation. Bukowskis is never liable for direct or indirect damage incurred by the buyer. The buyer is obligated to take all reasonable and normal measures in order to forestall, prevent or limit loss or damage.

11.3 In case of a non valid complaint, the returned alcoholic beverage will be stored by Bukowskis to be collected by the buyer. If the storage period exceeds seven (7) calendar days, the buyer will be charged a storage fee and/or costs for transport and storage at a third party in accordance with section 9 above.

12. WITHDRAWAL

12.1 If the buyer is a consumer, the buyer has a right to withdraw from a purchase according to the Swedish Act on Distance Contracts and Off-Premises Contracts (2005:59) (*Swe: lag om distansavtal och avtal utanför affärslokaler*). However, the buyer is not entitled to the right to withdrawal if any of the exceptions in the mentioned law are applicable.

12.2 The buyer shall notice Bukowskis of a withdrawal within the withdrawal period, which is fourteen (14) calendar days from and including the day the buyer or the buyer’s representative collects the alcoholic beverage. Notice of a withdrawal shall be sent to Bukowskis via e-mail or letter within the withdrawal period. Notice of withdrawal shall include information of the item-number of the alcoholic beverage and the buyer’s customer-name and be sent via email to return@bukowskis.com. The buyer shall use the same e-mail address as registered under the customer-name. The Customer can also use Bukowskis form for withdrawal. Alternatively, the standard application form available on the Swedish Consumer Agency’s website can be used.

12.3 After a buyer has made the withdrawal, the buyer shall on its own expense return the alcoholic beverage to Bukowskis within fourteen (14) calendar days. The buyer bears the risk of damage or loss of the alcoholic beverage and is responsible for packaging and taking care of the alcoholic beverage to minimize the risk for damages during the transport. Returned alcoholic beverage which is excluded from the right to withdraw according to applicable law will be stored by Bukowskis at the receiving office for collection of the buyer. If the alcoholic beverage is not collected within seven (7) calendar days, the

buyer will be charged a storage fee and/or the costs for transport and storage at a third party in accordance with section 9 above.

12.4 When Bukowskis has received a returned alcoholic beverage, the buyer will be repaid within fourteen (14) calendar days with the possible reduction for additional storage fees.

13. DELAY IN DELIVERY

13.1 The buyer has the right to cancel the purchase by a written notice to Bukowskis and be repaid the paid purchase amount, if a delivery is delayed due to circumstances for which Bukowskis is responsible in which lasts for more than twenty (20) work days and the delay is of material importance for the buyer and Bukowskis ought to have been aware of the material importance. The buyer has no right to any other compensation.

13.2 Bukowskis' liabilities for delays are limited to what is stated in these conditions.

14. FORCE MAJEURE

14.1 Bukowskis cannot be held liable for any sanctions if Bukowskis is prevented from or delayed in fulfilling its obligations under these conditions due to circumstances beyond the control of Bukowskis and these circumstances prevent or is making fulfillment in due time significantly more difficult. A force majeure event is inter alia acts of war, currency restrictions, shortage of transport, fire, governmental actions, changes in legislation, labor disputes, general shortage of goods, restrictions of fuel, accidents or similar circumstances. If Bukowskis is unable to fulfill the purchase within three (3) months due to a force majeure event the buyer may cancel the purchase agreement by a written notice to Bukowskis.

15. ADDITIONAL LANGUAGE VERSIONS

15.1 These conditions of purchase at beverage auctions have been translated into other languages (at present Swedish, English and Finnish). In case of any inconsistencies between the different language versions, the Swedish version shall prevail.

16. DISPUTES

16.1 Any dispute arising out of, or in connection with, these conditions shall be settled in accordance with Swedish law and by general courts with the district court of Stockholm as first instance.