

Terms and Conditions
of the Delcampe websites

(www.delcampe.net)

1	INTRODUCTION	5
1.1	General.....	5
1.2	Definitions	5
2	GUARANTEE, COMPENSATION AND FEES	8
2.1	Guarantee of service	8
2.2	Compensation.....	8
2.3	Fees	8
3	DELCAMPE ACCOUNT	10
3.1	Creating an account.....	10
3.2	Choosing a nickname	10
3.3	Account data importation / exportation.....	10
3.4	Account use	11
3.5	Account suspension and closure	11
4	TO SELL ON DELCAMPE	12
4.1	Forbidden, allowed and questionable items.....	12
4.2	Seller's deontology	15
4.3	Putting an item for sale.....	16
4.4	During the sale	18
4.5	End of the sale.....	19
5	TO BUY ON DELCAMPE	20
5.1	General.....	20
5.2	Buyer's deontology.....	20
5.3	When there is a buyer/winner	21
6	CANCELLATION OF SALE OR PURCHASE	22
6.1	General.....	22

6.2	Cancellation of sale through the seller	22
6.3	Cancellation of sale through the buyer	22
7	COMMUNICATION AND RELATIONSHIP ON THE WEBSITE	24
7.1	General	24
7.2	Private communications	24
7.3	Public communication	25
7.4	Use of « blacklist ».....	26
7.5	Relations outside of Delcampe.....	26
8	FEEDBACK SYSTEM.....	28
8.1	Introduction	28
8.2	Characteristics	28
8.3	Use	28
8.4	Abuse	28
9	DELCAMPE MODERATOR DUTIES.....	30
10	DISPUTE RESOLUTION.....	31
10.1	Authority of the present Conditions.....	31
10.2	Dispute resolution service	31
11	INTELLECTUAL PROPERTY AND COPYRIGHTS.....	33
12	PREVENTION AGAINST SWINDLING	33
13	PRIVACY.....	34
13.1	Stored data	34
13.2	Data base	35
13.3	Mails	36
13.4	Rights to access data	36
13.5	Data sharing	36

14	LINKED WEBSITES.....	38
15	RANGE OF THE PRESENT CONDITIONS.....	38
15.1	General.....	38
15.2	Applicable law and authentic version	38
15.3	Persons subject to the present Conditions	38
15.4	Concept of virtual space	38
15.5	Liabilities related to the use of the website	39
15.6	Delcampe’s duty.....	39
15.7	Discharge of liability	40
15.8	Transfer of ownership principle.....	41
16	MODIFICATION OF THE PRESENT CONDITIONS	42
17	COMPETENT COURTHOUSE.....	42
18	CONTACT AND LEGAL INFORMATION	42

1 INTRODUCTION

1.1 General

The present Conditions of use govern the relationship between:

- Delcampe International S.P.R.L. and the users of the Delcampe website
- The users themselves within the scope of the use of the site.

The purpose is to make the Delcampe website a trusted place for its users.

1.1.1 Official time zone

Because Delcampe is a website with an international vocation, an official time zone must be established and respected.

Brussels's time zone has been chosen as the official time (Brussels Belgium, GMT +1 / GMT +2 during April-October because of daylight saving changes).

1.1.2 Official currency

Because Delcampe is a website with an international vocation, an official currency must be established and respected. This currency is Euro (Euro or €).

However, because Delcampe is international, it is agreed that prices can be expressed:

- In American Dollars (USD or \$);
- In British Pounds (GBP or £);
- In Swiss Francs (CHF);
- In Canadian Dollars (CAD or \$CAD).

The currency used is clearly indicated with the price.

1.2 Definitions

Within the scope of the present Conditions and of the Delcampe website in general, one shall understand by:

1.2.1 Delcampe International S.P.R.L.

The Delcampe International company, a limited liability company with registered office located in B-7060 Soignies (Belgium), Chaussée de Lessines 286, and with Business Number BE0875177055, providing services via the Delcampe website.

1.2.2 Delcampe

The website and the services provided by Delcampe International SPRL.

1.2.3 Account

Accounts corresponding to nicknames chosen by members during their registration. An account gathers all the information given by a member: the information regarding the

member's activity on the website, his/her access to different services of the websites and actions carried out by other members with regard to him.

1.2.4 User

Any person, member or not, who reaches Delcampe via the Internet network is a user.

1.2.5 Member

Any person or entity being registered on the website and having a nickname and password to sign in.

1.2.6 Seller

Any member who is selling one or more items on the website.

1.2.7 Bidder

Any member placing one or more offers to buy items on the website.

1.2.8 Best bidder

Any bidder with highest bid at a given time and who will become the buyer if things remain unchanged until the end of auction.

1.2.9 Buyer

Any bidder who has placed the highest bid before the end of the auction sale or who has placed an offer on a fixed price sale.

1.2.10 Delcampe Moderators

Any volunteer member helping the Delcampe team to enforce the Delcampe Charter on the website, still in accordance with the rights and duties of the present Conditions.

1.2.11 Action

Any type of activity modifying the content of the website (ex: Listing, placing an offer, asking questions, answering, leaving feedbacks, posting messages on the Forum,)

1.2.12 To sell/To list

Action of members using the website form in order to list a sale among on the website.

1.2.13 To place an offer

Action of a member who commits himself to paying a certain price for an item.

1.2.14 Fixed price sale

Selling procedure according by which the price is set by the seller and the first bidder becomes the buyer. Outbidding is impossible.

1.2.15 Auction

Selling procedure by which an item is put on sale with a starting price set by the seller during a given length of time. The buyer of the item is the member who has placed the highest bid before the end of the sale.

1.2.16 Starting price

Minimum price set by the seller for an item. It is the starting point of possible bids.

1.2.17 Effective selling price

Price of an item for sale, depending on the starting price and the offers, at a given moment.

1.2.18 Reserve price

Minimum price that allows the seller not to sell his item if the reserve price is not met by offers. This price is set by the seller when on the selling form and will not be disclosed before the end of the auction sale.

1.2.19 Increment

Used within the scope of auction sales. It is the minimum amount that has to be added to the current bid in order to overbid.

1.2.20 Outbidding

When a bidder is placing a higher bid than another bidder. That increases the sale price.

1.2.21 Item

Goods or possessions listed for sale on the website for a given duration. The item is represented by a reference number and described by a title and, sometimes, a description and/or images.

1.2.22 Item page

Website page gathering all the information regarding an item (title, description, images, seller, Conditions of Sale, ...).

1.2.23 Member page

Information about and from a member (Nickname, address, registration date, feedbacks...) displayed on the website and viewable by all.

1.2.24 Delcampe account balance

Part of the website showing the seller's financial situation towards Delcampe.

1.2.25 Wild advertisement

Publication of any text, text fragment, advertising image or Internet link that has not been previously approved by Delcampe in written form.

2 Guarantee, compensation and fees

2.1 Guarantee of service

- Because Delcampe is dependent on various problems related to the Internet, it cannot be regarded as responsible for any possible system failure that would cause annoyance, regardless of the type of problem.
- Delcampe cannot be held responsible for possible interruptions of its services and their consequences during repairs, maintenance or updates of the website by Delcampe or a third party.
- Delcampe reserves the right to postpone the end of auctions or to take necessary actions when access to the website or part of the website is difficult or impossible, whether problems are temporary or continuous and regardless of the duration and conditions.
- Delcampe reserves the right to rectify erroneous data resulting from a hardware, software or human failure. Delcampe is duty-bound to inform all members concerned as soon as possible.
- Services provided by Delcampe can be modified, completed, simplified, deactivated or cancelled without advance notice.

2.2 Compensation

- Because Delcampe does not sell or buy, no compensation will be granted in case of:
 - Non payment;
 - Sum unduly paid;
 - Loss of money during payment;
 - Damaged items, lost or stolen during transaction;
 - Erroneous descriptions;
 - Any other breach of the present Conditions or of the Belgian and international laws in force.
- Delcampe, as a service provider, will not compensate for:
 - Difficulties or impossibility to access the website and its services;
 - Software, hardware or human failure;
 - Fair and necessary corrections of erroneous data;
 - Modifications of one or more services.
- Members accept to reimburse Delcampe, including the lawyer's fees, in case of legal actions taken against them by a third party because of a breach of the present Conditions, of the third party's rights or of the law.

2.3 Fees

2.3.1 General use of the website

Registration, placing bids/offers and buying items are free services on Delcampe.

2.3.2 Final value fees

In case of successful transactions, sellers have to pay final value fees to Delcampe. Final value fees are calculated according to the Delcampe rates: <http://www.delcampe.net/page/help/type.prices.language,E.html>

Final value fees are calculated each month. The Delcampe account balance tells sellers what is the amount owed to Delcampe.

Unpaid or cancelled transactions can be reported as such and, providing the cancellation is approved by Delcampe, the final value fees of the sales concerned can be withdrawn from the invoice calculation. Unpaid item reports must be sent at most three months after the end of sale/action. Delcampe reserves to itself the right to reject fee cancellation requests in case of breach of the present Conditions.

2.3.3 Selling options

Selling options are used by sellers to highlight sales. Not all of them are free. See Delcampe rates for more information.

2.3.4 Subscriptions

Members have the possibility to subscribe to the Club+ in order to benefit from added services and guarantees. Conditions must be met for applications to be approved. See Delcampe rates for more details regarding the Club+ subscriptions.

2.3.5 Administrative fees

Administrative fees can be asked to a member in case his use of the website leads Delcampe to pay unexpected fees for services which are not part of Delcampe standard services.

Are concerned in particular:

- Refund demand of the Delcampe financial account
- Nonrecurring mail demand (certificates, ...).

The amount of the administrative fees is reasonably cheap. Refund operations depend on Delcampe who informs the member when it is done.

2.3.6 Account balance

The member commits himself to pay money into his account when he/she owes 5 EUR/USD/GBP/CHF/CAD or more. Different payment methods, corresponding to the local currencies, are proposed in the member's payment section.

In the event of nonpayment of a debt within fifteen days, default interest on arrears plus 15 % penalty with a minimum of 40.00 EUR or the equivalent in USD/GBP/CHF/CAD plus reminder charges plus charges for address search where applicable, is due and payable.

3 Delcampe account

3.1 Creating an account

Creating an account on Delcampe is free of charge and requires acceptance of the present Conditions. Creating an account implies automatically a registration to the services offered by Delcampe. One member can only create one single account, unless agreed otherwise by Delcampe in written form.

To open an account, the user has to fill in a registration form which is available online on the website. The user commits himself to providing complete, correct and honest information during registration process. The user also commits himself to inform Delcampe about any change of his personal information (mailing address, email address, phone, ...). In case any of this information appears to be false, incomplete, outdated, weird or insulting, Delcampe reserves to itself the right to bring legal proceedings against the member in accordance with the present Conditions.

When all formalities required for the registration are carried out, the member will become the owner of a personal account accessible thanks to a chosen nickname and a password provided automatically by the website. All the member's actions will be done by means of his account.

Any member who has registered will receive a 'Newsletters' sent by the website. These letters contain important information which are essential to the good use of the website. However, in order to respect the member's privacy, it is possible for him not to receive Newsletters by changing his account settings. Therefore, by doing so, the member accepts the responsibility of not receiving important and valuable information about the website.

3.2 Choosing a nickname

Members are free to choose whichever nickname they like. However...

- The nickname cannot be misleading, usurping or insulting.
- It cannot refer to ideologies or thoughts leading to violence, discrimination and race hatred or referring to people or events connected to terrorism, acts of war, etc
...
- It cannot be made of hypertext links, real or broken, phone numbers, mailing or email addresses.
- It cannot prejudice the privacy or integrity of a person.
- In any case, it cannot refer to the Delcampe website or any other company or registered trade mark if the owner of the account does not are entitled to.

3.3 Account data importation / exportation

New accounts created by new Delcampe members are empty and free of history. If a member has another account on another auction website, he cannot transfer data (feedbacks, sales, purchases, ...) from the account to Delcampe.

Delcampe members cannot export their account data to another auction website. It is strictly forbidden to export these data outside of Delcampe to create or modify an account. These data are the property of Delcampe.

It is impossible to transfer such data from a Delcampe account to another Delcampe account.

3.4 Account use

Any member using the website does it thanks to his Delcampe account. It is therefore advisable to use it correctly and reasonably.

Members are responsible of what is done with their account, by himself or a third party. Therefore, it is advisable to keep nicknames and passwords secret and to change them regularly. Members also have to make sure that their personal data is kept secret by their Internet service provider (FAI).

Anyone using an account which is not his is undermining a member's privacy and Delcampe reserves to itself the right to take the necessary measures or to bring legal proceedings against the usurper as prescribed by the present Conditions.

3.5 Account suspension and closure

A member can have its account closed:

- At his own request, by sending an email to info@delcampe.com
 - If the owner's financial balance is positive or equal to zero.
 - If all the transactions (sales, purchases) are closed and brought to an end.

A member can have its account suspended or closed:

- By Delcampe, if the account's owner did not respect the present Conditions or if:
 - The member is unable to connect or deceased
 - The member does not answer to messages sent by Delcampe after 2 reminders
 - The member has not signed in on Delcampe for more than two months
 - The member's personal information is wrong or incomplete
 - The member's placed offer/bid or sale is unreasonable
 - The member's negative feedbacks are proportionally too numerous
 - The member is not behaving properly
 - The member's account shows a debit balance for more than 2 months despite Delcampe's payment reminders
 - The member fails to respect the present Conditions for other reasons.

Email notifications are sent to members if their account is closed or suspended.

Members with a closed or suspended account are not allowed to create a new one unless agreed otherwise by Delcampe in written form. If this clause is not observed, Delcampe reserves to itself the right to bring legal proceedings.

4 To sell on Delcampe

4.1 Forbidden, allowed and questionable items

Delcampe helps the competent authorities to forbid the selling of illegal items. Consequently, Delcampe will cooperate with the police force in case of an investigation against members trying to sell illegal items.

If a member sees an illegal item being sold on the website, Delcampe invites him to let Delcampe, and if possible the police force, know about it. Delcampe will answer to each written request from the police force as soon as possible.

Any sale, restarted or not, not complying with the present Conditions gives the right to Delcampe to bring legal proceedings against the member.

4.1.1 Authorized items:

All items need to fit at least one of the categories of the website and need to be commonly considered as a collectable item or to be part of a hobby.

4.1.2 Forbidden items:

All items, sales, offers, purchases and uses are forbidden if not complying with the laws in force and with good morals. The following items are also forbidden:

- Stolen items or products.
- Drugs, medications or items associated: narcotics, steroids, pharmaceutical products and any other type of controlled substance. By extension, items associated to the use of the previously mentioned items are also forbidden. Items containing tobacco, partly or entirely (cigarettes, cigars, etc...) whether it is to smoke, chew or snuff. However, collectable items associated to the use of tobacco are not concerned (ex: smoking pipes, lighters, ...)
- Items and products undermining copyrights, patents, trademarks, company secrets, the copyright liability, privacy or the data protection of a third party (especially pirated goods, copies, fakes, forgeries and softwares on CD-roms.
- Animals, human beings or any part of their body. Animal products or animal preparations (taxidermy, butterflies, insects, ivory, tortoiseshell...), protected plants and derivative products.
- Items with sexual or pornographic, obscene, sadomasochist, zoophilic or pedophilic contents or characteristics. Except for strictly forbidden pedophilia and zoophilia, some exceptions are allowed concerning postcards, photographs, books and magazines dating from before 1960 if genital parts are completely covered. No close-up will be allowed.

Forbidden items (nonexhaustive list):

- Pornography, independently of the media used (CD, DVD, video, book, poster...)
- Naked children
- Sex gadgets and accessories (inflatable dolls, vibrators, dildos, love balls...)

- Sadomasochist accessories (handcuffs, whips, chains, grips...)
 - Erotic jewelry
 - Pheromones
 - Worn underwear
 - Erotic offers, offers referring to prostitution, telephone sex, cybersex...
- Violence: Items with violent and shocking contents or characteristics as well as items showing pain, violence, mutilation, manslaughter. The shocking and violent characteristics depend on the judgment of Delcampe that reserves to itself the right to cancel a sale or not without justification or previous notice. Such a decision can be the result of a member's complaint or of the initiative of Delcampe. For instance, pictures showing specific habits which might be shocking for people with different culture, customs and backgrounds.
 - Militaria: Civil or military items conveying hatred, violence, xenophobia or racial intolerance or promoting such organizations (Nazi items or items related to lunatic fringes such as the Ku Klux Klan or groups related known criminals).
Nazi items which are
forbidden:
 - Civil, political or military item such as uniforms and pieces of such, helmets, daggers, weapons, brassards, decorations, pennants, banners and standards.
 - Propaganda literature
allowed:
 - Stamps and official money as long as the sale does not convey an ideological, xenophobic or racist message.
 - Postcards and photographs, as long as the sale does not convey an ideological, xenophobic or racist message. Nazi symbols are to be covered.

No reproduction nor imitation will be allowed for sale on Delcampe.

The shocking and violent characteristics depend on the judgment of Delcampe that reserves to itself the right to cancel a sale or not without justification or previous notice.

This decision is not open to recourse and can be the result of members and associations' complaints or of the initiative of Delcampe. Furthermore, the Belgian laws of July 30th, 1981 and of March 23rd, 1995 fighting respectively against racism and negationism, are in force within the scope of the present Conditions.

- Weapons, parts of them and ammunition:
 - Firearms: Are allowed historical weapons previous to 1870 as well as neutralized weapons, parts and ammunition. The neutralization certificate or the neutralization itself must clearly be shown with a scan or photography. Ammunition must be pierced and proven through a clear photography.
 - Batons and thrustings are authorized if they comply with all legislation in force.
 - Fist weapons (brass knuckles for instance), explosive, steamers, radioactive materials, poison and fireworks are not allowed for sale.
- Uniforms, decorations and badges: With regard to the risk of abuse the sale of those items is subject to the regulation in force. Uniforms or parts of uniforms in use as well as their copies are not allowed for sale.

- Documents that have a legal or contractual force during the sale
- Official documents issued by a State: Identification documents, documents containing personal data (ex: birth certificate). However, some historical items are tolerated.
- Cultural goods considered as national treasure and which needs an authorization to go out of the national territory
- Payment and credit cards
- Service or contents offers (list of addresses, ...)
- Items breaking a law, decree, order or any other regulation. This extends to items that would lead Delcampe to break a law, decree, order or any other regulation.
- Real property
- Immaterial goods (services, rights like licenses and patents, but also virtual money)
- Ads for items sold on Delcampe or somewhere else
- Stamps: Forgeries realized after 1945 through any print technology, photocopy or any other modern print method
- Coins: false coins manufactured after 1945
- “Surprise lots” are forbidden except if a description of the content is provided. Surprise lots with unknown content. Lots with more than 100 items or sold according to the weight are allowed. More conditions related to these exceptions can be found under « questionable items ».

This is a non-exhaustive list and does not mention all items forbidden by Belgian and international laws in force.

Delcampe reserves the right to withdraw, without further notice, any sale that does not comply with the regulations in force, with the public policy, good morals, the website policy or with the visitors' expectations, even if the reason is not mentioned on the website or in the present Conditions. Delcampe also reserves to itself the right to withdraw sales that are likely to create conflicts between members. This decision is final and can be the result of a complaint lodged by members of an association.

4.1.3 Questionable items:

- Items and pictures can be subject to copyrights, certificates, trademarks, trade secrets or any other property rights as well they can be subject to privacy or image rights of a third party; it is therefore advisable to be cautious when selling such items.
- Liquors: Liquors and spirits can be prohibited by the regulation in force. It is therefore preferable not to sell alcohol to underage members and to ship alcoholic beverages with more than 45° of alcohol.

- Fakes, forgeries, copies and reproductions. Such items cannot be sold on Delcampe. However, collectable fakes (stamps, coins and postcards) are allowed only if the seller points out very clearly that the item is not genuine. It must be mentioned in the title and description, in capital letters and without any abbreviation. Hence, the term or sentence which indicates that the item is a forgery must be irremovable. The term used depends on the language and must be one of the following exhaustive list:

FRENCH	ENGLISH	DUTCH	GERMAN	SPANISH	ITALIAN
REPRODUCTION	REPRODUCTION	REPRODUCTIE	REPRODUKTION	REPRODUCCION	RIPRODUZIONE
FAUX	FORGERY	VERVALSING	FÄLSCHUNG	FALSO	FALSO
COPIE	COPY	KOPIE	KOPIE	COPIA	COPIA

Stamp and coin forgeries that are realized after 1945 are not allowed. Cinderellas and other poster stamps are currently accepted on Delcampe. In any case, the seller of a non-genuine item can be held responsible in the sale is in breach of the Belgian, European or international legislation on copyrights and intellectual property.

- Non-binding illustrations: The use of non-binding illustrations is forbidden.
- Selling or buying equipment designed to create fakes, forgeries, copies or reproductions are not allowed on Delcampe.
- Archeological items, fossils and minerals; some of these items are likely to be considered as « cultural goods » according to the proper regulation. It is therefore advisable to comply with this regulation.
- Surprise lots with unknown content with more than 100 items or sold according to the weight. Stamps, coins and postcards are concerned. In order to prevent the buyer's disappointment, the seller must give as many details as possible: condition of the items, the number of duplicates, the approximative value, real pictures, ...

4.2 Seller's deontology

The seller commits himself to:

- Bearing liability for the items he is selling.
- Selling only items in his possession, of which he is the owner and for which has a real owner certificate.
- Keeping the sold item available for the buyer during at least seven days starting from the end of the auction. If no answer from the buyer after seven days, the seller is allowed to cancel the transaction.
- Selling only items in good shape with no hidden flaw. If need be, the seller has to adapt the price and description. He commits himself to mention everything possible about the flaw in the description.
- Not selling items simultaneously on Delcampe and on another auction website or thanks to other selling medium (classified ads, buying show, ...). Also, the seller

commits himself to not selling the same item more than once on Delcampe in different categories.

- Listing each single item in the most appropriate category and no other category. However, the seller reserves the right to move the item to a more appropriate category if the item does not sell. Delcampe reserves the right to move or close a sale without notice if an item is not listed under an inappropriate category.
- Not exaggerating the use of the search engine. It is also forbidden to add to title words that have nothing in common with the item.
- Not releasing purchase or exchange offers and promotional messages since the website is reserved for sale offers (see also 7.3.3). He also commits himself to not contacting other members using or bypassing Delcampe services in order to propose them to buy or sell (see also 7.2.1).
- Not outbidding on his won items under another member's account and with the only purpose of increasing the sale price.
- Not adding the Delcampe fees to the sale price. The price a buyer pays for an item is the final price of the sale with possible payment/delivery fees. If it is not clearly mentioned somewhere on the item page that payment and delivery fees are at buyer's expenses, the seller cannot demand that the buyer pays for the fees in question.
- Sending the item until two weeks after the payment is received, unless agreed otherwise by both parties. He will also make sure that the packaging will prevent the items from being damaged.
- Paying taxes in accordance with the tax provisions in force.
- Complying with all the duties of sellers according to the Belgian laws, especially regarding the hidden flaws guarantee.
- Give as much information as possible regarding the origin of the items, whether they are genuine or not.
- To refund the buyer if he/she can prove that the item bought is a forgery, a copy or a reproduction without the seller having mentioned anything about it.

Any seller not complying with the present Conditions will expose himself to the sanctions prescribed by the present Conditions.

4.3 Putting an item for sale

4.3.1 Definition

Putting an item for sale equals to proposing a contract of sale. When a bidder shows up, the seller has the obligation of bringing the transaction to an end in accordance with the present Conditions.

4.3.2 Legal guarantees

When selling items, the seller certifies that he is the real owner of the items and also that he is allowed to sell such items.

4.3.3 Title

The title must be clear, concise and not showy. In a few words it should give an accurate description of the actual item in order to allow easy use of the search engine.

Generic, non-descriptive phrases on their own in the title are not permitted (Example: "postage stamp", "post card", "posts", "place", "subject", "see scan", etc.). When these words are used, they must be followed by actual descriptive indications of the item for sale.

The tone and composition of the title should be professional. Emphatic unjustified words or expressions ("unique", "rare" etc.) are prohibited. Repeated punctuation signs, dashes etc to attract the visitor's attention are not authorized.

Do not mention any sales policies or parameters in the title.

A personal indication with regards to the seller's management (reference or other) can be inserted in the title in so far as the length of this indication does not exceed 20 characters. Its length can exceed this limit only if it has a utility for the buyer (search help, etc.). Even if it is not obligatory, the personal indication should preferably show at the end of the title.

No direct nor indirect advertisement in the title will be accepted.

4.3.4 Description

The description must be complete, clear and faithful. The real condition of the item must be described in the most detailed way possible. (See also 7.7.3)

4.3.5 Image(s)

Images give the potential buyer a visual and general idea of the item.

The item must appear completely, without modifications, deletions or additions, and it must show on a plain-colored, but neutral afterimage. The image shown must give the visitor the possibility to evaluate the item's quality. Complementary images showing parts of the item in detail, are allowed.

It is forbidden to use images not corresponding to the item for sale. It is forbidden to add advertisement texts and web addresses to the image. It is forbidden to add colored frames realized with graphic software. Watermark copyright is authorized if it allows the visitor to evaluate the item's nature and quality.

It is forbidden to make copies of images found on Delcampe or on another auction website in order to use them for new sales.

The image is considered as contractual and represents the item for sale.

It is strongly advisable, if a picture is blurry or incomplete, to add comments and tell everything about the details. Any picture hiding the real condition of the item will be considered as a flaw in the description and the seller will be held responsible for this.

4.3.6 Categories

A single item can only be sold in one single category. However, if the first attempt was unsuccessful, the seller is free to transfer the item from one category to another more appropriate one.

Items must be listed in the appropriate category.

Delcampe reserves the right to close a sale if the item is not listed in the proper category. This closure may be done by Delcampe itself or through one of its deployed moderators.

4.3.7 Price

The seller commits himself to asking a reasonable price for items he/she is selling. An inadequate or boosted price compared to market prices would harm the seller, the possible buyers and the Delcampe website.

Delcampe reserves to itself the right to close the sale if it does not comply with these provisions. This closure may be done by one of his instituted moderators.

4.3.8 Terms of contract of purchase and sale

It is very important for the seller to stipulate the Terms of the contract of purchase and sale before putting items on sale.

There are three ways of doing it:

- By giving details of the Conditions of Sale in the seller's account.
- By writing the Terms in the message that can be seen on all items pages. This message can be modified at any time by the seller in his account parameters.
- By writing the Terms in the description of each item.

4.3.9 Lister

Within its Club+ Gold program, Delcampe makes the Lister software available. This one must be used with moderation. In order to avoid abuse, the same item (same title, same image(s), same description) can be uploaded a maximum three times a year.

4.4 During the sale

The seller decides how long the sale of an item on Delcampe lasts.

During the sale, the seller has the obligation to answer within a reasonable time to private or public questions asked by possible buyers and regarding the item, its condition and the Conditions of Sale.

As long as there is no offer placed on an item, the seller is entitled to modify the description or to close the sale immediately.

The seller also has the possibility to close the sale even if there is an offer placed on it. In this case, a 24 hours delay will be observed to permit possible overbidding.

4.5 End of the sale

4.5.1 Ending day and time

Usually, an auction sale lasts until the date and time indicated on the item page. However, the seller can shorten the duration for legitimate reasons.

Furthermore, when creating the sale, the seller has the possibility to add a last minute extension. This selling option will extend the duration of the auction sale if a bid is placed one minute before the initial end of the auction. For every bid placed in the minute before the end of the auction, the ending time will be postponed for another minute.

4.5.2 When there is a buyer/winner

If, when the sale ends, one or more bids have been placed, the contract of purchase and sale is made between the seller and the best bidder.

The contract is for the seller an obligation to:

- Contact the buyer within 7 days
- Keep the item at the buyer's disposal for at least 7 days from the end of the auction sale.
- Ship the item, before or after the payment according to the Terms or Conditions of Sale that have been previously prescribed.
- Answer within 7 days to mails, emails or messages sent by the buyer or via Delcampe.

The contract of purchase and sale grants the buyer the right to ask the seller to meet his liabilities as described in this Charter.

The contract of purchase and sale grants the seller the right to ask the buyer to meet his liabilities as described in this Charter.

4.5.3 When there is no buyer/winner

- If, when the sale ends, no offer/bid has been placed on the sale, it is automatically closed and not listed anymore on Delcampe. The seller is free to leave it like this or to restart the sale.
- When filling in a selling form, the seller has the possibility to activate automatic restarts for closed sales with no offers on them.

5 To buy on Delcampe

5.1 General

Any member who has registered on the website can place offers on any item for sale listed on Delcampe.

If a seller blacklists a member, it becomes impossible for him to place offers on sales belonging to the same seller.

5.2 Buyer's deontology

The buyer commits himself to:

- Bearing liability regarding the legal aspect of the purchased items.
- Not placing fake offers in order to increase the selling price.
- Not asking sellers to sell outside of Delcampe. Closing a sale in order to sell an item without paying commissions to Delcampe prevents the website from functioning properly.

5.2.1 When placing a bid

Any member placing a bid commits himself to buy the item if he is the best bidder. Placing an offer means that Conditions of Sale (description, images, payment and delivery methods, fees, ...) are approved.

5.2.2 During the sale

Placing a bid is a commitment and any members doing so cannot withdraw his bid and has the obligation to proceed with the transaction.

However, because an error/mistake is still possible, exceptionally, it is possible to withdraw a bid. Bids can only be withdrawn within 24 hours following the bid and if there is no other offer. Besides, in order to avoid abuse, members can only withdraw offer up to 5 times a month.

5.2.3 When the sale is closed

When a sale is closed, the contract of purchase and sale is considered as approved by the best bidder who becomes the buyer.

The contract is for the buyer and obligation to:

- Pay the money owed to the seller as described in the Conditions. The total amount to pay is the final price of an item when the sale ended with possible extra fees for delivery and payment as described in the Conditions of Sale before the beginning of the sale.
- Answer within 7 days to emails, mails or messages sent by the seller or via Delcampe.

The contract or purchase and sale grants the buyer the right to ask the seller to meet his liabilities.

5.3 When there is a buyer/winner

When the auction sale has come to an end, both contracting parties have to contact the other one.

Delcampe provides the personal information about the seller to the buyer and vice versa. The personal information can only be used to carry out the transaction, particularly for the seller to send the item to the exact address of the buyer.

Theoretically, the seller is supposed to get in touch with the buyer. If one of the parties has not answered after at least 7 days and despite at least two attempts in written form, the seller is entitled to cancel the contract and therefore the sale.

6 Cancellation of sale or purchase

6.1 General

When a sale comes to an end, both parties automatically approve the contract of purchase and sale. The Terms and Conditions of the contract are defined by the seller before the end of the sale.

This contract cannot be cancelled, unless agreed otherwise by both parties or if one of the parties does not meet his liabilities. If this occurs, the other party is entitled to cancel the contract by sending a written notification and to leave a feedback for the member not meeting his liabilities. In contrast, the party not meeting his liabilities is not entitled to leave a feedback for the other party.

If both parties want to modify the Terms and Conditions of the contract after the end of the auction sale, a written agreement between both parties is necessary. This modification does not apply to the commissions owed by the seller according to the initial sale contract.

6.2 Cancellation of sale through the seller

The seller is entitled to cancel a sale/transaction and to put the item back on sale if:

- The buyer has refused to buy the item without giving a legitimate reason.
- The buyer has not contacted the seller at least 7 days after the end of the sale and only if the seller has tried at least twice to get in touch with the buyer via the Delcampe messaging service.
- The buyer has not paid the selling price within 14 days after the end of the sale or, if described otherwise in the Conditions of Sales, by the seller's deadline.
- The seller and the buyer have agreed to meet in person to conclude the transaction from hand to hand but the buyer did not show up. The seller has also tried vain to contact his buyer by email or by phone.

When one of the above hypotheses occurs for the first time, Delcampe informs the buyer. If this occurs repeatedly, the buyer's account is likely to be suspended or closed.

If the transaction could not be concluded, the seller has the possibility to report it to Delcampe. If the request is approved, commissions on the sale concerned will be cancelled.

6.3 Cancellation of sale through the buyer

The buyer is entitled to cancel the sale/transaction if:

Non-delivery:

- The seller has refused to sell the item without giving a legitimate reason.

- The seller did not contact the buyer at least 7 days after the end of the sale albeit the buyer has tried at least twice to get in touch with the seller via Delcampe's messaging service.
- The seller has not shipped the item within 14 days after reception of the payment or, if described otherwise in the Conditions of Sales, by the seller's deadline.
- The seller and the buyer have to meet in person to conclude the transaction from hand to hand but the seller did not show up. The buyer has also tried vain to contact his buyer by email or by phone.
- The seller has modified the Conditions of payment or the delivery fees after the end of the sale.

When one of the above situations occurs for the first time, Delcampe informs the seller. If this occurs repeatedly, the seller's account is likely to be suspended or closed.

Sale or return:

- As a professional supplier: The buyer has a 7 days deadline starting from the reception of the goods to return back the latter. He will get the complete refund and he does not has to give any reasons for his decision.
- As a private seller: A refund can be required only if the seller has made an obvious error in the item's description.

7 Communication and relationship on the website

7.1 General

Delcampe wants to be a friendly, open-minded and secure website.

For this reason, all the members commit themselves to respecting Delcampe, all the members and persons offering services to Delcampe.

The following is considered as a lack of respect:

- Any insult, threat, blackmail, aggression or mockery;
- Any illegitimate, repetitive or offensive comment;
- Any voluntary and illegitimate attempt to ruin another member's reputation;
- Any swindle or attempted fraud based on incomplete, insincere or false information and not corresponding or truncated images;

Any breach of the principle of mutual respect entitles Delcampe to take measures against the perpetrator as prescribed by the present Conditions.

7.2 Private communications

7.2.1 Delcampe messaging service

Delcampe offer to its members a messaging service that enables them to communicate easily. Messages sent or received via this service are available from the member's account and a copy of each message is sent to the addressee's email address.

Messages exchanged between members or between members and Delcampe are private and confidential messages. Only the addressee and the sender are authorized to read the content.

Nevertheless, exceptionally, all messages exchanged between members can be read by Delcampe in order to make sure the present Conditions are met. Delcampe is subject to keep the content secret and to delete the copy of the message unless there is a breach of the present Conditions.

Messages sent via the messaging service must comply with the following:

- Not to contain insults or defamatory utterances which could abrogate someone's integrity or private life.
- Not to contain propositions to sell, buy or exchange one or more items listed on Delcampe or not, in order not to pay commissions for the services of Delcampe.
- Not to contain personal/confidential information about a third party member.
- Not to contain advertisement for another website with a commercial role.
- Not to contain a message or attempt to breach the present Conditions.

Note that messages are stored during a month, unless the addressee or sender has archived them prematurely.

7.2.2 Direct communication (e-mail, phone, fax, ...)

- Because some types of communication do not pass through its services, Delcampe does not have to know the content.
- However, for personal deontology reasons, it is important to meet the rules regarding the Delcampe messaging service described hereunder.
- Even though direct communication is possible, it is advisable to adopt the Delcampe messaging service as much as possible. This system helps to keep track of messages exchanged between members and to avoid conflicts caused by communication problems.

7.3 Public communication

Unlike private communication, public communications can be read by any member. Sales descriptions, the message section, questions, answers, feedbacks and threads on the forum are examples of public communication.

Public communication is subject to the same rules as private communication. Even more attention will be given to these questions. No postal addresses, telephone numbers or email addresses will be authorized except for professional members who, in order to comply with their country's regulations, can choose to display their personal information on their member's page by selecting an option in their parameters of their account.

In any case, members bear any liability for the content of their communications.

7.3.1 Forum

The Forum allows members to express themselves and to share experiences with others. Members are allowed to take part in debates and topics or to create new topics.

In order to make Delcampe a pleasant place for all, it is advisable to meet some rules. What follows is a non-exhaustive list of rules:

Are not allowed:

- Insulting and offensive messages, messages with racist or discriminatory content or abrogating someone's private life.
- Defamatory, prohibited and obscene information or documents.
- Incentives to physical and verbal violence.
- Attacks aiming members using or not the Forum, whether they are recognizable.
- Use of crudeness and libels.
- Topics not related to the prescribed section of the Forum.
- Messages with advertising or promotional purpose, unless agreed otherwise by Delcampe.
- Messages not complying with copyrights or privacy.
- Crossposting (post the same message several times on different Forums)

It is advisable for members to do as follows:

- Members are fully liable for the content of their messages.
- To be polite, courteous and respectful towards other members.
- To behave as if their interlocutors were in front of them.

- Messages must not as harsh as you thoughts could be.
- Avoid criticism and prefer help and advice from other member.
- Humor and irony can be dangerous weapons so be careful!
- Do not overuse capital letters; they give the impression that you are SHOUTING!
- Each section of the Forum is meant to host different types of topics. It is advisable post only messages related to these topics. The section 'let's speak together' is meant to host any type of conversations, messages and topics that do not fit in other sections.

Delcampe commits itself to acting rapidly without previous notice or explanation if any message does not comply with the present Conditions.

Any breach of these legal principles entitles Delcampe to take measures against the perpetrator.

7.3.2 Images

Users commit themselves to not showing images likely to prejudice morals. In any case, the user is held liable for the images and other pictures he is showing on the website.

7.3.3 Advertisement

On the forum or anywhere on the website, links towards personal websites are authorized only if:

- The websites do not have a commercial purpose.
- In the scope of a conversation between two specialized members.
- The content is not mainly composed of advertisements.
- In descriptions and personal messages are allowed :
- Links towards personal websites created by the advertiser, with no commercial purposes and no overwhelming ads.
- The name of the commercial signs of professional members and their professional registration number.

7.4 Use of « blacklist »

All members have the possibility of blacklisting another member. This can be done thanks to "My Delcampe" menu.

- «Whom I do not accept »: Members I do not accept cannot send public messages or place bid to the perpetrator of the sanction.
- « Who does not accept me»: Members who do not allow me to send public messages or place bids on their sales.

7.5 Relations outside of Delcampe

The present Conditions mainly apply to relations inside Delcampe.

Relations between members outside of this context, whether it concerns is transactions or conversations carried out outside of Delcampe, even if they started on Delcampe, are not subject to the present conditions.

However, any member lacking respect towards another member and his activity on Delcampe entitles Delcampe to take measures against the perpetrator as prescribed by the present Conditions.

Similarly, Delcampe is entitled to take measures against members mentioning the website when spamming on public forums or sending mass unsolicited emails.

8 Feedback system

8.1 Introduction

Any member who has made a contract of purchase and sale and who has met his liabilities can leave a feedback for the other party.

Ratings ranging from 0 to 100% can be left. 0% means none of the liabilities have been met.

A neutral rating will not influence the average of the rated member, but permits to leave a commentary.

This system helps members to gain a good reputation from transactions. Ratings and comments or feedbacks can be seen from any other member and allow them to learn more about their seller's or buyer's reliability.

Delcampe does not change or modify ratings and comments. Therefore, Delcampe is not responsible of the content.

8.2 Characteristics

Comments can be added to ratings. They are only meant to explain the reason for the rating. The content of the comment is considered as a public message or communication and must therefore comply with the present Conditions.

Feedbacks can be modified or withdrawn at any time by the perpetrator.

To all negative feedbacks must be attached objective and legitimate comments. If members have a difference of opinion, Delcampe is entitled to judge the validity of the feedbacks. Delcampe can delete all invalid and illegitimate feedbacks without previous notice.

It is forbidden to leave false feedbacks or to manipulate the feedback system in order to benefit from them, especially by creating and using more than one account and nickname.

Members who have received a feedback from other members are not obliged to leave one in return. However, it is advisable to do so for a principle of fairness and respect.

8.3 Use

Feedback should be left when the transaction is over, that is to say when the item has been delivered and paid.

8.4 Abuse

Any abusive use in order to distort any member's profile entitles Delcampe to take measures against the offender as prescribed in the present Conditions.

Delcampe reserves the right to contact a member who has received many negative feedbacks in order to resolve the problems at the origin of the negative feedbacks or to take measures.

Delcampe reserves the right to suspend or close a member's account without previous notice if the owner has received too many negative feedbacks.

9 Delcampe Moderator duties

The Delcampe Moderators are voluntary members entitled by Delcampe to ensure that the present Conditions are being met.

These Moderators have special rights on Delcampe but they cannot access personal data about other members.

Moderators' rights regarding categories:

- Displace a sale listed in a wrong category or close a sale listed repeatedly in a wrong category
- Cancel a sale not complying with the present Conditions
- Ensure punctual missions for Delcampe aiming for the site's advancement

Moderators' rights regarding forums:

- Displace a message not posted under the right topic;
- Delete a message not complying with the present Conditions and the Forum's Charter

Moderators' duties:

- Know and respect the present Conditions, the website and the members' ethic
- Receive on a regularly basis guidelines and instructions and take actively part in the moderator's forum and online sessions with the Delcampe team
- Moderators take care of the follow-up of their actions and recommendations. If necessary, they can ask Delcampe to suspend or to close an account.

Delcampe reserves the right to dismiss moderators if they do not comply with the present Conditions.

10 Dispute resolution

10.1 Authority of the present Conditions

All disputes will be examined, judged and resolved on the basis of the present Conditions. Members are held liable for any action or behavior towards another member or Delcampe and not complying with the present Conditions.

If there is a dispute, the resolution will be conducted on the basis of the last online version in force of the present Conditions.

10.2 Dispute resolution service

10.2.1 Who to speak to?

Any member who believes to be the victim of another member can bring a complaint to Delcampe.

In order to do so he may:

- File a complaint in the disputes resolution section
- Send an email to info@delcampe.com
- Use the « Contact » link on the website
- Or send a regular mail to Delcampe.

10.2.2 How to lodge a complaint?

By sending to the Dispute resolution service a message containing all the following details:

- The number of the sale
- The nickname of the member you are complaining about
- The nickname of the member bringing the complaint
- The reason of the complaint.

10.2.3 How does the dispute resolution service works?

If necessary, Delcampe will contact each party in order to know each one's factual contention. On the basis of the present Conditions, Delcampe will determine each one's liabilities and decide to take measures.

If the dispute is caused by an action or behavior not complying with the present Conditions, Delcampe will decide whether to take measures in order to protect the website and the members' interests.

10.2.4 Measures

If one or more of the present Conditions are not met, Delcampe reserves the right to prevent a member from accessing to all or part of the services without previous notice or refund and without undermining Delcampe's right to claim damages.

It is agreed that the cancellation of one or more sales does not imply the refund of possible listing or selling option fees related to these sales.

Other measures in force in case of a breach of the present Conditions:

- Cancellation of feedbacks;
- Cancellation of sales;
- Cancellation of bids and offers;
- Deletion of public messages;
- Deletion of private messages;
- Deletion of messages posted on the forum;
- Deletion of images;
- Suspension or closure of accounts.

This is a non-exhaustive list and other measures can be considered in order to prevent behaviors or actions that would interfere with the website and members' integrity.

Standard measures:

Standard measures	
Situation	Measure
False registering information (false name, false postal address, false telephone number)	Exclusion
The member is under 18 years old	
Payment received, but item not delivered	
Misuse of the unpaid items report - No payment of commissions for 60 days and more	
Non-respect of the Conditions of the Delcampe sites	Admonishment or exclusion Backsliding: 7 days suspension or exclusion
Insulting or disrespectful behaviour	
Publication of forbidden offers and/or sales	
Re-publication of an offer that was closed by Delcampe	
Misuse of the "ask a question" function	
Not to pay a bought item	
To bid on its own sales	Admonishment 1. backsliding: 7 days suspension 2. backsliding: 14 days suspension 3. backsliding: Exclusion
Improper and abusive feedback commentary	
Name-calling and slandering against members or the site, in the forums, non-respect of the Conditions of the Delcampe sites	

11 Intellectual property and copyrights

Any text written on the different mediums offered by the website is the property of its author, apart from alienation caused by a technical problem of the website.

Except by specific authorization, the website cannot contain registered text subject to copyrights or with advertising characteristics not concerning Delcampe.

12 Prevention against swindling

Any use of the website with fraudulent purposes is strictly prohibited and liable to judicial proceedings.

In order to prevent swindling problems, it is important to pay attention to the following advice:

- Any member can examine profiles in order to find out if members are reliable according to the feedbacks he has received regarding the previous transactions. A member accumulating negative feedback should lead one to more prudence. With new sellers with no or negative feedback the buyer should add security provisions in as many forms as possible and not make higher purchases.
- After winning an auction sale or buying an item at a fixed price, the buyer receives an email from the seller. The seller's mailing address can be found in this message. If the seller sends you another email regarding the same transaction, check if the email address used is the same.

13 Privacy

In accordance with the Directive of the European Parliament and of the council for the protection of individuals, personal data (October 24th 1995) and the free flow of data, J.O.C.E November 23rd 1995 C.V.

In accordance with the Belgian law of December 8th 1998 regarding privacy and modified by the law of December 11th 1998 enforcing the European Directive of October 24th 1995.

The Delcampe International S.P.R.L. company is registered at the Commission pour la Protection de la Vie Privée (Commission for the protection of privacy) under the number # HM 2000728.

The data treatment is registered at the same Commission under the number # VT 4000604.

In accordance with Belgian laws on privacy, any member or user is entitled to demand his own information and to modify it if needed.

13.1 Stored data

13.1.1 Members' personal info

When registering, members have to provide personal information. Some are compulsory in order to access to Delcampe's services while some are not. The difference between compulsory data and optional data is clearly explained on the registration form.

The compulsory data are:

- Last name & first name
- Mailing address
- Email address
- Language
- Date of birth

13.1.2 Data collected automatically

When using the website, some data can be collected automatically by Delcampe's servers.

13.1.3 Stored data in order to make transactions safer

In case of fraud, in order to determine who is guilty, the following information is stored each time members use the website:

- IP address
- The Internet provider

This data can be stored in our database during one year.

13.1.4 Data stored in order to make the website easier to use

When a member is using the website, some information can be stored in order to customize services.

The only personal information stored is the member's nickname and password. The rest of the information stored and not necessarily belonging to one single user is the time zone, the currency, the favorite items, etc...

This data can be stored on our servers during 24 hours at the most.

13.1.5 Data stored for statistics

In order to make the website more attractive and to make the website easier to use, the following information can be stored:

- Website browser used (software, version, language, ...)
- Operating System used

This non-personal data can be stored in our database or in our partner's who are taking care of statistics during a year.

13.1.6 Data stored on the user's personal computer

In order to save members having to log in each time they visit our website, a cookie (small file) is stored on the members' personal computers. This cookie can also store other non-personal data such as the preferred displaying for lists of items.

Therefore, by personally changing settings in their parameters, members can choose to remain signed in each time they visit Delcampe. But this has to be avoided if members are sharing their computers with other persons.

13.2 Data base

13.2.1 Official

Delcampe International S.P.R.L.
Chaussée de Lessines, 286
7060 Soignies
Belgique

E-mail : info@delcampe.com

13.2.2 Location

The data is stored on Delcampe's servers in Belgium. On the initiative of Delcampe, they may be located in another country inside or outside the European Union.

13.2.3 Safety

Delcampe commits itself to protecting all personal data. Safety measures have been taken in order to prevent loss, abuse or modification of this data.

13.3 Mails

13.3.1 Emails sent to Delcampe

Emails can be stored and archived in order they have the best follow-up possible. In any case, Delcampe cannot be held liable for the content of the members' writings.

13.3.2 Emails sent by Delcampe

When using the website, emails can be sent. Not all of them are necessary and members can choose whether they want to keep receiving them. They can change these settings thanks to their personal account on Delcampe.

Once or twice a month, Delcampe sends Newsletters to members. Members can stop receiving the Newsletter by changing their account parameters. Any member choosing to stop receiving the Newsletters can be held liable for not wanting to receive important information.

13.4 Rights to access data

13.4.1 Get personal data from Delcampe

Members can ask Delcampe to provide their own personal data by sending a regular letter.

13.4.2 Modify & delete information

Members can modify or delete data thanks in their personal account.

If members attempt to modify personal data without a legitimate reason or if they try to delete the compulsory data needed for registration, Delcampe reserves the right to prevent them from accessing Delcampe's services for safety reasons.

13.5 Data sharing

13.5.1 Anywhere on the website

- It is forbidden to collect and to use personal information displayed on the website for commercial or other purposes.
- Members accept that any Delcampe user can see feedbacks from other members. Sharing this information helps the website, the members and transactions to be respectively more secure reliable and transparent.
- In any case, Delcampe will not disclose on the website the address or any other personal information of a member without his previous agreement.

13.5.2 During transactions

- Unless a member disagrees with it, the mailing address, phone number, email address and full name of a member can be communicated to other members by email to other members the owner of the information is dealing with.

- Members commit themselves not to communicating the personal information they have received from members they have been dealing with on Delcampe to third party members. Members also commit themselves not to asking personal information from other members to Delcampe or members.

13.5.3 Public messages (questions, answers, feedbacks, forum, ...)

Any member is liable for the content of his public messages. The member is aware that no personal or confidential information about third parties can be given away.

13.5.4 Outside of Delcampe

- For professional ethics reasons, Delcampe protects the members' information and does not communicate it to third parties without the owner's previous agreement.
- However, Delcampe is entitled to communicate information to third parties within the scope of any judicial or administrative requirement complying with laws and regulations in force and in order to protect other members or itself. No objection will be considered.

14 Linked websites

Delcampe cannot be held liable for privacy rules or the content of other websites linked to Delcampe.

15 Range of the present Conditions

15.1 General

The present Conditions come into force for members as soon as they are registered on the website and each time they visit the website using their account.

Registering, keeping and using an account on Delcampe is considered as an acceptance of the present Conditions.

In case of breach, Delcampe reserves the right to take appropriate measures as prescribed in the present Conditions.

15.2 Applicable law and authentic version

The present conditions are governed by Belgian laws, country where Delcampe International SPRL registered office is located.

The French version is authoritative. Translations into other languages are provided for guidance.

15.3 Persons subject to the present Conditions

- Delcampe International S.P.R.L., legal entity, in its capacity as Delcampe website's services provider.
- Any member, individual or legal entity, acting as a seller, bidder, buyer or user of services of the website.
- Any visitor of the website.

15.4 Concept of virtual space

Members and users of the Delcampe website are aware and accept that all intervening party of the website evolve in a virtual space and that some rules which are very peculiar to virtual space must be observed.

Each member knows that any message sent by other members or by Delcampe could hold important information and commits himself/herself to reading it and to replying or reacting in the proper way.

Any member complying with the present conditions renounces to observe the article 1341 of the Civil Code according to which a written document is needed for all transactions implying a certain amount of money.

Contracts of purchase and sale between two members of the Delcampe website comply with the regulation prescribed by the present Conditions. All members renounce to claim another regulation.

15.5 Liabilities related to the use of the website

The user acknowledges:

- To have read, understood and accepted the present Conditions
- To have the legal capacity necessary to give his consent
- And to comply with the present Conditions.

It is agreed that only people who have reached the legal age according to the laws in force in their country of origin, are authorized to open an account on Delcampe in order to use it.

For the same reason, only adults are allowed to buy or sell on Delcampe.

15.6 Delcampe's duty

As an intermediary, Delcampe offers to members the possibility to sell and buy. Therefore, Delcampe does not set up auction sales or fixed price sales.

Within the scope of its services, Delcampe uses the auction sale or fixed price sale methods in order to determine the price and the buyer of an item, as well as the date when the contract of purchase and sale is made. In any case, Delcampe never auctions or intervenes in the Contract of purchase and sale made between buyers and sellers by mutual agreement.

Delcampe does not sell items for members but only proposes a technology in order to sell items. The technology allows doing the following:

- To display on the website one or more items and their descriptions
- To put in touch sellers and buyers who have made a contract
- The possibility to read and answer to public questions regarding an item.

Delcampe does not buy items for member but only proposes a technology in order to buy items. The technology allows doing the following:

- To put in touch sellers and buyers who have made a contract
- To use the Delcampe services:
 - Search items thanks to the search engine and categories
 - To consult all the items for sale
 - To consult public pages of the website.

Delcampe offers to its members a technology allowing them to do the following:

- To receive and send messages via the Delcampe messaging service. The sender and the addressee always are members of the website.
- The possibility to ask questions regarding an item and to answer.
- To take part in conversations on the Forum or in other services.

Delcampe is not required to contact a member at another member's request but can exceptionally accept to do it.

15.7 Discharge of liability

- By using the website, users indemnify and hold harmless Delcampe regarding financial reports, whether they are contractual, on sales, purchases and services provided.
- Delcampe is a set of services that enables different members, sellers and buyers, to get in touch. Therefore, Delcampe cannot be held liable for other member's wrong use of the website. Any dispute will have to be solved between the parties involved.
- Delcampe commits itself to fulfilling an obligation of means that consists of putting in touch sellers and interested buyers. Delcampe cannot be held liable for:
 - Any dysfunction of the structure, Internet network or servers causing the Delcampe website to be temporarily or definitively defective.
 - If no buyer shows interest for an item put on sale on Delcampe.
- Delcampe cannot prevent risks related to transactions between unknown persons or related to members giving wrong information or doing something forbidden, and illegal not complying with the present Conditions. Delcampe, its representatives and colleagues cannot be held liable for contractual relations during a sale on the website.
- Delcampe cannot be held liable for the following reasons:
 - If the buyer cannot or does not pay;
 - If the delivered item is defective, whether the flaw is hidden or not, or/and if the item is deviant;
 - If the item sold is illegal or if it does not comply with Intellectual property rights;
 - If the item has not been delivered or if the item delivered has never arrived or if delivery is defective;
 - If the item sold does not correspond to its description;
 - If an item does not function properly or if it is dangerous;
 - If members have a fraudulent behavior.
- Delcampe cannot be held liable for damage suffered by members or by third parties because of other members.
- Delcampe cannot be compared to a producer, importer or provider within the meaning of the law of February 25th 1991 about the liability for defective products.
- Delcampe is entitled to provide to competent authorities, as long as their request is legitimate, any information regarding members and their use of the website.

15.8 Transfer of ownership principle

This principle implies the payment and delivery of a specified item between two members who have initiated a transaction.

The different stages of this principle are the following ones:

- When the buyer has clearly showed that he/she wanted to buy an item and because the seller has agreed to proceed with the transaction with him, the buyer pays the seller (by check, money transfer, credit card, ...). Unless agreed otherwise between both parties or except in a situation beyond its control, payment has to be carried out at the most 14 days after the end of the sale and the buyer has to be able to provide an irrefutable proof of the payment. This is the reason why it is advisable to avoid sending cash by regular mail.
- When the seller has received the money for an item sold on Delcampe, the seller has to ship the item. The seller is therefore held liable for the item delivery. Unless agreed otherwise between both parties, or except in a situation beyond its control, the delivery must take place at the most 14 days after reception of the payment.

The transfer of ownership of an item, by derogation of the Belgian general law, occurs when the seller has received the payment and when the buyer has received the item.

16 Modification of the present Conditions

- The present Conditions prescribe the basic rules of this website since it has been created and for an indefinite period.
- To adapt to changes and developments of the website, members and Internet network, the present Conditions can be modified (simplified, completed or clarified), deleted or added at any time without previous notice. These new Terms or Amendment are in force as soon as they are published on the website and for an indefinite period.
- During the publication of the present Conditions or of the Amendments, members are required to become aware of them and to accept them. Any modification will be announced in the Newsletter. By remaining registered, members tacitly accept the present Conditions and their amendments.
- If a member does not accept at least one of the present Conditions or at least one of the Amendments, he is required not to use any of the Delcampe website services. In this case, Delcampe reserves the right to prevent them from accessing to the services without previous notice and compensation.

17 Competent Courthouse

All disputes or complaints will be submitted to the courthouse of Mons in Belgium. However, Delcampe reserves the right to submit any dispute to the local courthouse of a member.

18 Contact and legal information

Person in charge : Sébastien Delcampe, General Manager

VAT number : BE 0875.177.055

Account number : 370-1176006-65

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