

## Auction Rules

Members/customers participating in online auctions organized by Artiox Teknoloji Yazılım A.Ş. (hereinafter referred to as "Artiox" or "Company") accept the following conditions in advance;

1. Artiox is an intermediary for the seller and is entitled to the Purchase Intermediary Commission from the Buyer at the time of sale (hereinafter referred to as the "Buyer's Commission") due to the intermediary service it provides electronically. In the invoice issued to the buyer, the Buyer's Commission is added to the final bid price and, in accordance with the legislation, KDV is added to the final bid price and buyer's commission. Buyer Commission is 10% net. In accordance with the legislation, 20% KDV is added to both the final offer price and the Buyer's Commission. In case of an increase or decrease in legal KDV rates, the current KDV rate is applied. Even if the buyer gives up purchasing the work subject to auction, he is obliged to pay the 10% commission fee and the legal KDV that will be added to the commission fee, in addition to the penalty. The service Artiox offers in this context is an intermediary service performed instantly in an electronic environment and is outside the scope of the right of withdrawal.
2. The works offered for sale in our Online Auction are checked by museum experts in accordance with the Cultural and Natural Assets Law No. 2863, and documents are issued for those that fall within the scope of the Law and are deemed necessary.
3. In order to participate in our online auctions, customers must sign up to our website at [www.artiox.com](http://www.artiox.com) or sign up via the Artiox mobile application.
4. The works/products included in the online auctions organized by Artiox will be available at Artiox's Ankara location after they are published on our online catalog website before the sale. They will be displayed in the Artiox office at Kızılırmak Mah. Dumlupınar Bul. A Blok No:9A D:287 Çankaya/Ankara and offered for customers' inspection. Participants in the auction declare and accept that they have seen and examined the works/products at Artiox's address above. Customers accept and declare that all works offered for sale at the auction are offered for sale "as is", that they have sufficiently examined the work/item before bidding for it, and that they waive the provisions specified in Article 223 of the Code of Obligations. There is no obligation to write "as it is" next to each work/product. All information provided in the promotions on our mobile application and website regarding the auction are the opinions of our Company employees and are general information, not commitments. Participants accept this situation in advance. Artiox is not responsible for the monopoly (guarantee) of the work/product sold. The Buyer accepts and declares that he will not raise any objection or request from Artiox in this regard. In our auctions held online, although the bidding period starts day/days before, no works are sold until the auction ends on the auction end date.

5. In our online auctions, price increases are made by clicking the "Make a Bid" button. The customer is bound by the offer he made online. The work/product offered for sale online in the auction is auctioned to the customer who made the highest bid at the end of the auction. The buyer cannot declare the auction void for any reason. Participants can bid for each work/product until the end of the given period, and the customer who has made the highest bid at the end of the said period will win the auction for the work/product in question.
6. Artiox has the right to determine the value increases each time the "Make an Offer" button is clicked and to change the value increase intervals when deemed necessary.
7. Artiox has the right to set the starting price of a work/product offered for sale below the consignment price.
8. In order to participate in our online auctions, customers must use the password they created during membership to our mobile application or Website. "Password" is personal, it is prohibited for anyone other than the member customer to use it and/or for the member customer to have it used by anyone other than himself. The customer who owns the "password" accepts in advance that Artiox will not accept any liability in case his/her "password" is used by others.
9. Artiox secures information such as bids, bidders, highest bidder, etc., and participants accept and declare in advance that they have no right to object to these records.
10. For all purchased works, Artiox issues an invoice to the name, surname, and address in the mobile application or website membership records of the customers who purchased the works, or to the company name and address determined by the customers. However, issuing an invoice does not mean that Artiox is the seller, Artiox is not the seller, but the intermediary who mediates the sale.
11. The Buyer's Commission of Artiox becomes due for every item/product sold at the auction from the moment the auction concludes. If the buyer fails to fully and promptly pay the total amount for the items/products purchased at the auction (including the sale price, Sales Commission, applicable KDV, etc.) in accordance with this Artiox Auction Participation Terms and Conditions, Artiox reserves the right to cancel the said sale. However, in such a case, the buyer, who has not fulfilled the payment obligation in accordance with these Auction Participation Terms and Conditions, shall be obligated to pay, in addition to the Buyer's Commission, the Sales Commission (referred to as "Seller's Commission") received from the owners of the items/products, KDV related to commissions, and all losses incurred by Artiox, from the date of the invoice, along with commercial interest. Artiox reserves all other rights to legal action and claims.
12. The auction service offered by Artiox online is a brokerage service performed instantly in electronic environment and is outside the scope of the right of withdrawal. Since the

auctions organized by Artiox electronically are carried out in accordance with the regulation in Article 274 and subsequent articles of the Turkish Code of Obligations and cannot be considered as a distance sales contract regulated in Article 48 of the Consumer Law, participants in the auction do not have the right to withdraw. If the person or organization that wins the auction by making the last bid at the auction or the person who wins the auction does not pay the price of the work in full within 7 (seven) days, Artiox may, if it wishes, terminate the sales contract, impose a 20% penalty and compensate all losses incurred with commercial interest on a monthly basis starting from the invoice date. It is authorized to be collected together with 10% interest. Artiox reserves all other lawsuit and demand rights. The sold work will not be delivered to the buyer unless all expenses incurred by Artiox for the preservation of the work within the period until the invoice amount is collected are paid by the buyer.

13. The buyer is obliged to pay the total Purchase Price, consisting of the purchase price, buyer's commission and KDV, within 7 (seven) days at the latest from the end of the auction. The Buyer must have paid the Total Purchase Price in full in order to receive the works/products purchased from Artiox.
14. After paying the Total Purchase Price in full, the Buyer receives the purchased works/products from Artiox address. The Buyer may request the delivery of the purchased items by Artiox's vehicles, transportation or courier at his own cost, in which case he accepts and undertakes in advance that he will not hold the Company responsible for any damage that may occur during transportation. Additionally, Artiox cannot be held responsible for delays caused by cargo companies. Artiox will send/deliver the product/item to the buyer via cargo within 7 (seven) working days for local deliveries and 14 (fourteen) working days for out-of-city deliveries. Artiox can notify the buyer that the goods have been shipped via the membership screen on the website or mobile application, via e-mail, telephone, text message or similar means.
15. Inaccuracy in the information provided in the membership registration of notifications, notifications, and product/product shipments by cargo to the contact information such as the full mailing address, e-mail, mobile phone number specified by the buyers in their mobile application or website membership registration, Artiox cannot be held responsible for late or no delivery to the recipient due to changes or delays caused by P.T.T./cargo.
16. Artiox cannot be held legally responsible in cases where the works/products offered for sale do not have the declared qualities, do not comply with the declaration in terms of origin, are disposed of without the consent of the right holder, or are defective for other reasons, since Artiox is not the seller. In such cases, legal responsibility belongs to the person(s) requesting these works/products to be offered for sale.
17. Artiox has the right to withdraw any one or more artworks/products offered for sale, sell them together with other artworks/products, separate them, and refuse the sale. The company, in the online auctions it organizes, has the right to evaluate any and all

objections and notifications regarding the artworks/products until the end of the auction, and, as necessary, has the right to remove the said artworks/products from the scope of the auction and to apply legal procedures.

18. Individuals under the age of 18 cannot become members and cannot participate in auctions. Artiox has the authority to refrain from accepting individuals whom it deems suspicious and/or problematic as members, even without providing any excuses, and has the right not to admit them to the auction, to cancel their membership, and/or to cancel a portion or all of the bids they have made in an ongoing auction. In addition, the liability provisions set forth in Article 214 and Article 218 of the Turkish Code of Obligations cannot be applied to Artiox due to the Company's intermediary role for the seller.
19. In accordance with Article 45 of Law No. 5846 and the decision dated 27.09.2006, numbered 2006/10880 by the Council of Ministers, within this scope, with the condition of complying with the documentation, Artiox reserves the right of recourse regarding the shares that must be paid to artists or rights holders in relation to the artworks to be sold at the auction.
20. In accordance with Article 45 of Law No. 5846 and the decision dated 27.09.2006, numbered 2006/10880 by the Council of Ministers, within this scope, with the condition of complying with the documentation, Artiox reserves the right of recourse regarding the shares that must be paid to artists or rights holders in relation to the artworks to be sold at the auction.
21. In online auctions that have been published and/or started, any spelling errors, if present, will be corrected based on the corrections provided by Artiox.
22. Any kind of text and photographs published by Artiox in the mobile application or website, and therefore in the online environment, for the auctions organized by the Company, cannot be partially or entirely published without the Company's permission.
23. After the auction organized by the Company is published in the online environment, any new laws and/or taxes, as well as changes in the law and/or tax rates, will be reflected to the buyers, and Artiox will not be held responsible.
24. Buyers residing outside of Turkey are obligated to examine the laws, taxes, and all costs related to the export of the artworks/products they are interested in and their entry into their respective country before participating in the auction. Buyers cannot hold Artiox responsible for any legal, tax, shipping, and/or cost issues they encounter in relation to the export of the purchased artworks/products or their entry into their respective country, and they cannot return the items they have purchased.
25. Everyone who becomes a member of the Artiox mobile application or website and participates in the online auctions organized by us is considered to have declared that they have read and accepted this Artiox Auction Participation Agreement in its entirety.

26. In case of disputes arising from these participation terms, the Courts and Enforcement Offices in Ankara shall have jurisdiction.