

## **Wine and Liquor Auction Terms and Conditions**

(Established December 2025)

Wine and Liquor Auctions conducted by Maison Blanche Co., Ltd. (hereinafter referred to as "the Company") under the name "Wine and Liquor Auction" shall be conducted in accordance with these Terms and Conditions. Any person entering into or having entered into a sales contract with the Company for the purpose of realizing proceeds from the auction sale, any person submitting a bid to the Company, any person with whom a sales contract is concluded through the auction, and any other related party shall acknowledge these Terms and Conditions and must comply with them. However, if a separate agreement has been made with the Company, that agreement shall take precedence between the Company and the party over these Terms and Conditions.

### **Chapter I Products (Auctioned Alcoholic Beverages)**

#### **Article 1 (Auctioned Alcoholic Beverages, etc.)**

The Company sells alcoholic beverages, including wine, glasses, etc. (collectively referred to as "Products" hereinafter) by auction.

#### **Article 2 (Condition)**

Products are sold as-is. Except as stipulated in Article 19, the Company assumes no responsibility for the quality of the products, stains or scratches on containers, or any other defects or flaws.

Furthermore, the sale of older wines is conducted on the premise that natural changes such as leakage, deterioration of the case, label, or cork are to be expected.

#### **Article 3 (Preview)**

1. The Company may, at its discretion, hold a preview session prior to the auction to exhibit the products to prospective buyers.
2. When a preview is held, prospective buyers may inspect and examine the Products at the preview. (except where necessary and approved by the Company; buyers may not touch to the Products, the same applies hereinafter).

Bidders must make their purchase offers based on their own judgment and responsibility regarding the condition of the Products (including any defects or flaws).

3. The Company may require persons wishing to enter the preview to disclose their name and other identifying information and may request presentation of identification documents. The Company may, at its discretion and without stating reasons, refuse entry to the preview without providing a reason.

#### **Article 4 (Catalog)**

The Company shall publish a web catalog for the items for the reference of prospective buyers.

2. The descriptions and explanations provided in the catalog (including brand names, brewers, origin, vintage, size, condition, etc.) are provided solely for the reference of

prospective buyers, except as provided in Article 19. The Company assumes no responsibility whatsoever for the accuracy of these descriptions or for any errors in descriptions regarding defects or flaws in the products.

3. The images in the catalog do not accurately represent the color, shape, or other characteristics of the Products, nor do they accurately indicate their condition or quality.

The Company shall not be liable for any inaccuracies between the catalog illustrations and the actual items.

4. The Company may state an estimated value for the Products in the catalog. The estimated value is stated in Japanese yen as a range between a maximum and minimum value (This valuation excludes the Company's commission and consumption tax on the commission).

This valuation is provided for the reference of potential buyers based on the Company's assessment of the current market conditions and other factors. The actual sale price achieved through auction may differ from this valuation for the reference of prospective buyers. The price actually realized at auction will naturally vary depending on the nature of the auction.

Due to the nature of auctions, the actual transaction price is not bound by these estimated values and may exceed the upper limit or fall below the lower limit.

However, the item will not be sold at a price below the minimum sale price stipulated in Article 20 (which is not publicly disclosed and is not necessarily below the lower limit of the estimated value).

#### **Article 5 (Catalog Listing Changes)**

The descriptions and explanations in the catalog may be changed without prior notice. Such changes shall be made by written notice at the auction venue or by the auctioneer's announcement during the auction of the relevant items.

If changes are made, the auction shall be deemed to have been conducted based on the changed content.

## **Chapter II Auction**

#### **Article 6 (Registration)**

Any person who wishes to be admitted to the auction site and to place a bid must register their name (or in the case of a corporation, the names of the corporation and its representative) and address. If they act as an agent or messenger for a principal (including persons who place a bid for a corporation; the same shall apply hereinafter), they must register the name and address of their principal as well as their own name and address. Any agent or messenger shall submit a proxy issued by the principal. (Note that Paragraph 5 of Article 8 below applies for agents or messengers.) Registration shall be conducted with the Company prior to the date of auction.

2. The Company may request registration applicants to present identification documents or similar.

3. The Company may, at its discretion and without stating reasons, refuse registration to a prospective registrant or deny entry to the auction venue to a registered person.

4. Pre-registered persons must undergo verification at the auction reception desk on the day of the auction.

#### **Article 7 (Paddles)**

The Company shall issue a paddle (a numbered card) to registered persons at the auction venue reception desk on the day of the auction.

2 . The paddle number is used by the auctioneer to identify the bidder making an offer. When the auctioneer requests a bidder to raise their paddle clearly for visibility, the bidder must comply immediately.

3. Bidders must always be aware of their own paddle number and pay attention to the paddle numbers announced by the auctioneer from time to time.

4. If a bidder loses their paddle, they must immediately notify a Company staff member at the auction venue. Bidders must also return their paddle to the Company at the end of the auction or upon leaving the venue early.

#### **Article 8 (Auction Method)**

Auctions shall be conducted under the supervision of an auctioneer designated by the Company, in accordance with the provisions set forth in the following paragraphs, by bidding up the amount of the purchase offer. The bid amount in the auction shall be the price excluding the Company's commission and the consumption tax on the commission. Bidders hereby acknowledge in advance that, upon the sale being concluded, they shall pay to the Company the commission and the consumption tax on the commission as stipulated in Article 12.

2. The Company shall not disclose the minimum sale price when one is set pursuant to the provisions of Article 20.

3. The auction shall proceed in the order of the item numbers (lot numbers) listed in the catalog. However, the Company may, without prior notice, withdraw the auction of a scheduled item (lot), or divide multiple items with the same number for auction, or combine multiple numbered items for auction.

4. The auction shall be conducted at the discretion of the auctioneer. The opening bid shall be made at the auctioneer's discretion, and the increment for bidding shall also be determined at the auctioneer's discretion. (If a minimum sale price is set as provided in Article 20, the opening bid is not bound by this minimum sale price and may be either below or above the minimum sale price.)

5. Any person making a bid shall be deemed to be bidding on their own behalf, unless they have notified the Company in advance that they are bidding as an agent or representative of another person and the Company has approved such notification. Furthermore, multiple persons may not make a single bid under a joint name.

6. Bids shall be made by raising a paddle, gestures (body language, hand movements, facial expressions, etc.), or similar means. If a bidder believes their bid has not been recognized by the auctioneer, they must immediately take action to draw the auctioneer's attention.

7. Bids may be made directly by the bidder at the auction venue or in writing. Written bids shall be made in accordance with the provisions of Article 10.

8. To uphold the minimum sale price stipulated in Article 20, the Company shall make purchase offers until the minimum sale price is exceeded. Such purchase offers shall be

made through the auctioneer or by other methods at the Company's discretion.

9. The auctioneer shall have the freedom to reject any purchase offer without stating reasons.

10. A person who has made a purchase offer shall be bound by the amount of their offer until a higher purchase offer (including the Company's purchase offer under Paragraph 8) is made. Upon the receipt of such a higher purchase offer, the original purchase offer shall expire. However, if such a higher bid is rejected by the auctioneer or otherwise becomes invalid, the original bid shall not lapse and the bidder shall remain bound by the amount of their bid.

11. A bid shall lose its effect not only in the cases prescribed in the preceding paragraph, but also when the auctioneer rejects it, when the auction ends without reaching the minimum sale price, or when the auctioneer puts the item up for re-auction.

12. The auctioneer shall strike the hammer after calling out the highest bid amount known to the auctioneer at least twice. At the moment the hammer is struck, the person who made that highest bid shall be deemed the purchaser, and a sales contract shall be concluded between that person and the Company, with the bid amount as the purchase price.

Hereinafter, the person determined as the purchaser as described above shall be referred to as the "Successful Bidder," and the bid amount shall be referred to as the "Successful Bid Price."

13. If the person who made the highest bid withdraws their bid before the auctioneer strikes the hammer, the auctioneer may nevertheless determine that person as the purchaser (Successful Bidder). Alternatively, at the auctioneer's discretion, the auctioneer may determine the next highest bidder as the purchaser (Successful Bidder).

14. Disputes or controversies concerning the auction shall be adjudicated by the auctioneer at his or her discretion, and all parties involved must comply with the auctioneer's adjudication. If disputes or disagreements arise, the auctioneer may, at its discretion, reject bids, determine the highest bidder, continue the auction to accept new bids, or invalidate all previous bids for the item and conduct a new auction.

15. Once the Successful Bidder is determined and the auctioneer commences the auction for the next item, no person may raise any objection regarding the auction.

#### **Article 9 (Successful Bid Confirmation)**

Immediately after the sale is concluded, the Successful Bidder must, at the auction venue and upon a company's request, sign or affix their seal to a Successful Bid Confirmation stating the item number and successful bid price after verifying the item number and successful bid price. If the Successful Bidder is a corporation, the corporate name must be stated, and the agent or representative must sign or affix their seal. However, the sale is concluded at the moment the auctioneer strikes the hammer, and the Successful Bid Confirmation is for record purposes only.

2. If the Successful Bidder fails to sign or affix their seal immediately as described in the preceding paragraph, the auctioneer may, at their discretion, cancel the sales contract on the spot and re-auction the item. The provisions of Article 18, Paragraph 1, Item 4 shall apply mutatis mutandis in this case.

3. After the Successful Bidder signs or affixes their seal to the Successful Bid Confirmation,

the Company shall issue a products receipt to the Successful Bidder. The Successful Bidder must submit this products receipt to the Company upon receipt of the products.

Note: The products receipt is merely a release of liability and has no further significance.

The same applies to the products transaction document referred to in Article 10 below.

#### **Article 10 (Written Bids)**

Purchase offers may be made in advance in writing, by fax, or via the Company's designated internet system (hereinafter referred to as "Written Bids").

2. An order bid submitted by Written Bids, shall, in principle, be submitted to the Company at least two business days prior to the auction date. It shall clearly state the address, name (for corporations, the corporate name and representative's name), lot number, and the maximum bid amount (excluding the Company's commission and consumption tax on the commission; the same applies hereinafter). It shall also be submitted with a signature or name and seal affixed. Any offer that does not specify the maximum bid amount shall be automatically invalid.

3 The Company shall make the purchase offer on behalf of the written bidder, either through the auctioneer or by other means at the Company's discretion.

4. A person who has submitted a Written Bids may become the Successful Bidder if the maximum limit amount of their Written Bids is higher than both the highest amount of any other purchase offer and the minimum sale price. In such a case, the successful bid price shall be the higher of either the highest amount of the other purchase offers or the minimum sale price, plus an amount determined by the auctioneer as an appropriate margin. In this case, the determination of the Successful Bidder shall be made in the same manner as for bids made at the auction venue: the auctioneer shall designate the highest bidder at the auction venue and strike the hammer, thereby concluding the sales contract.

5 If multiple Written Bids for the same item offer the same maximum bid amount, the bid received earlier by the Company shall take precedence. If bids arrive simultaneously and the preceding paragraph allows for a Successful Bidder to be determined, the successful bidder shall be selected by lottery at a later date.

6 The Company may reject a Written Bids without stating reasons. If the Company's notice of rejection does not reach the bidder, the Company shall bear no liability whatsoever for this failure, except where caused by the Company's intentional act or gross negligence.

7 Regardless of whether due to error or other reasons, if a written purchase offer is not executed during the auction (including cases under Article 8, Paragraph 3 where the Company did not execute the written purchase offer), the Company shall bear no liability whatsoever for this, except where it is due to the Company's gross negligence.

8 If the descriptions or explanations in the catalog specified in Article 5 are changed, written purchase offers shall be deemed to have been made based on the changed descriptions or explanations. While the Company shall endeavor to notify such changes, the Company shall not be liable for any failure to communicate such changes to persons who submitted written purchase offers in advance, except in cases of the Company's intentional misconduct or gross negligence.

9 If a written purchase offeror becomes the successful bidder, the Company shall promptly notify them accordingly. The successful bidder must immediately thereafter deliver to the

Company a bid confirmation form stating the lot number, successful bid price, address, and name (or, for corporations, the corporate name and representative's name ), after confirming the lot number and successful bid price, signed or bearing their seal. However, the sale is concluded at the moment the auctioneer strikes the hammer, and the Successful Bid Confirmation serves only as a record. Subsequently, the Company shall issue a products receipt. The winning bidder must submit this products receipt to the Company when receiving the products.

10 Where any provision of this Article falls under Articles 8 through 10 of the Consumer Contract Act, the provisions of the Consumer Contract Act shall take precedence over this Article and shall be applied in accordance with Article 26 of these Terms and Conditions.

**Article 11 (Bids via Telephone and Live Bidding System)**

Bids may be placed via telephone lines installed at the venue and via the Internet.

2. Any person wishing to make a purchase offer by telephone must apply to the Company in advance and follow the Company's instructions. In this case, Article 10, Paragraph 6 shall apply mutatis mutandis.

3. Even if an application to make a purchase offer by telephone is made and accepted by the Company, the Company shall not be liable in any way if such offer is not executed during the auction due to errors in telephone relaying or other reasons, except where such failure results from the Company's intentional act or gross negligence.

4 If a telephone bidder becomes the Successful Bidder, the Successful Bidder must immediately deliver the Successful Bid Confirmation stating the lot number, successful bid price, address, and name (for corporations, the corporate name and representative's name), after confirming the lot number and successful bid price, signed or bearing a seal. However, the sale is concluded at the moment the hammer falls, and the Successful Bid Confirmation serves as a record thereof. Subsequently, the Company shall issue a products receipt to the Successful Bidder. The Successful Bidder must submit this products receipt to the Company upon receipt of products.

5 Persons intending to make a purchase offer via the Live Bidding System must comply with the "Live Bidding System Terms & Preparation" posted on the Company' website in addition to these Terms and Conditions.

6 Where any provision of this Article falls under Articles 8 through 10 of the Consumer Contract Act, the provisions of the Consumer Contract Act shall take precedence over this Article and shall be applied in accordance with Article 26 of these Terms and Conditions.

### **Chapter III Successful Bidders**

**Article 12 (Purchase Price)**

The Successful Bidder shall pay to the Company, in addition to the purchase price (winning bid amount), the total amount calculated in accordance with the following items, equivalent to the sum of the Company's commission and the consumption tax applicable to the Company's commission. Hereinafter, the purchase price (winning bid amount), the Company's commission, and the consumption tax applicable to the Company's commission shall collectively be referred to as the "Purchase Price."

(1) An amount equivalent to 16.5% of the winning bid amount (including consumption tax)

**Article 13 (Payment Deadline for Purchase Price)**

The Successful Bidder shall pay the Company the full Purchase Price within 10 days from the auction date (excluding Saturdays, Sundays, and holidays prescribed by the Act on National Holidays; hereinafter this period is referred to as the "Payment Period"). Each day within this period shall be limited to the Company's business hours. The payment shall be made in Japanese yen by bank draft or by wire transfer to the bank account specified below (the transfer must be received within the Payment Period).

Account Details

Account Name: Maison Blanche Co., Ltd.

Sumitomo Mitsui Banking Corporation Kyobashi Branch Saving Account 8681998

**Article 14 (Delivery)**

The Company shall deliver the products to the Successful Bidder after the successful Bidder has completed payment of the Purchase Price.

However, if the Successful Bidder owes the Company any other debts that have reached their due date (including the various fees stipulated in Article 16, Paragraph 3) in addition to the Purchase Price, the Company shall not deliver the products until both the Purchase Price and all such debts have been paid in full. Hereinafter, the Purchase Price and all debts owed to the Company that have reached their due date shall be referred to as the "Purchase Price, etc."

2 After fully paying the Purchase Price, etc., the Successful Bidder must receive the products by the receiving date specified by the Company.

3 The place of delivery for the products shall be the storage location designated by the Company. Upon receiving, the Successful Bidder may inspect the products. Regardless of whether the Successful Bidder actually inspects the products, the point at which the Company delivers the products to the Successful Bidder (including agents, messengers, or carriers) shall be deemed the point of delivery (meaning the point at which the Company delivers the products to the Successful Bidder, their agent or messenger, or to a carrier pursuant to Paragraph 6 at the storage location designated by the Company; the same shall apply hereinafter) except as provided in Article 18 or in cases of the Company's intentional misconduct or gross negligence or any other claims against the Company. However, this shall not prevent the Successful Bidder from demanding the return of products if the Company mistakenly delivered different products.

4 Upon receiving the products, the Successful Bidder must provide the Company with a products receipt. Once the Company receives the products receipt, the Company shall not be liable for any incidents, such as products being received by a person other than the Successful Bidder, unless such incident results from the Company's intentional act or gross negligence.

5. The cost of receiving the products shall be borne by the Successful Bidder. The Company shall not be liable for any incident occurring after the time of delivery (including but not

limited to loss, damage, or leakage) unless such incident is due to the Company's intentional act or gross negligence.

6 . The Company may, at the Successful Bidder's request, arrange a shipping company for the delivery of the products. If the Company arrange a carrier, such arrangement is made entirely at the Company's discretion. The winning bidder shall arrange their own insurance, etc. the Company shall not be liable for any accidents occurring after the time of delivery (including but not limited to loss, misplacement, theft, damage, contamination, or leakage), including any issues related to the selection of the carrier, except in cases of the Company' intentional misconduct or gross negligence. Furthermore, the Successful Bidder must pack the products as they deem appropriate, at their own judgment, responsibility, and expense. While the Company may pack the products at the time of delivery, this is solely at the Company's discretion and based on what the Company consider appropriate. The Company shall not be liable for any packing performed by the Company, except in cases of the Company's intentional misconduct or gross negligence.

7 Where any provision of this Article falls under Articles 8 through 10 of the Consumer Contract Act, the provisions of the Consumer Contract Act shall take precedence over this Article and shall be applied in accordance with Article 26 of these Terms and Conditions.

#### **Article 15 (Risk of Loss and Transfer of Ownership)**

The Successful Bidder shall bear the risk of loss for the products from the time the sale is concluded (the moment the auctioneer strikes the hammer as the highest bidder). Loss, theft, damage, defacement, or leakage due to causes not attributable to the Company shall be borne by the Successful Bidder.

2. Ownership of the products shall not transfer to the Successful Bidder until the Successful Bidder has completed payment of the Purchase Price and other charges, and the Company has delivered the products to the Successful Bidder. Ownership of the products shall transfer to the Successful Bidder at the time the Company delivers the products to the Successful Bidder after the Successful Bidder has fully paid the Purchase Price and other charges.

#### **Article 16 (Various Expenses)**

The Successful Bidder shall not be required to pay any storage or insurance costs until the Company's designated product pickup date (or until the time of delivery if the Company delivers the product before the designated pickup date).

2. If the winning bidder cannot receive the products by the Company's designated receiving date, they must pay the storage and insurance costs incurred from the Company's designated receiving date until the time of receipt. However, the Company is not obligated to provide insurance.

3. The storage and insurance costs to be borne by the Successful Bidder shall be referred to as "Miscellaneous Fees".

#### **Article 17 (Stolen products, Lost Property)**

If, prior to the Company delivering the products to the Successful Bidder, a claim for return is made by a person asserting genuine ownership of the products as stolen property or lost property, or if it is discovered that the products are prohibited items under law (including items prohibited from possession), the Company may terminate the sales contract without

prior notice. In such a case, if the Company has received payment of the Purchase Price from the Successful Bidder, it shall refund this amount without interest, and the Successful Bidder shall not be entitled to claim damages or any other compensation from the Company.

2 If the Chief of Police or equivalent authority orders the Company to hold products pursuant to Article 21 of the Secondhand products Business Act, and the end date of the holding period exceeds the tenth day following the auction date, the Company shall not deliver the products until the holding period ends. For the purposes of applying Article 13, the phrase "within ten days from the auction date" in Article 13 shall be read and applied as "within three days from the end date of the holding period ordered by the Chief of Police or equivalent authority." For the application of Articles 14 and 16, the phrase "within ten days from the auction date" in Article 2 shall be read and applied as "within three days from the end date of the holding period ordered by the Chief of Police or equivalent authority within 3 days from the end of the period ordered by the Chief of Police or equivalent authority." For the application of Articles 14 and 16, the phrase "the products receiving date designated by the Company" in said Articles shall be deemed to refer to the period substituted as above. For the application of Article 18, the phrase "payment period" in said Article shall be deemed to refer to the period substituted as above. Furthermore, even if delivery is delayed for this reason, the Company shall not be liable for any consequences arising from such delay.

#### **Article 18 (Default by the Successful Bidder)**

If the Successful Bidder fails to pay the full Purchase Price within the payment period, the following provisions shall apply.

(1) The Successful Bidder shall pay a late payment penalty at an annual rate of 18% (or 14.6% per annum if the Consumer Contract Act applies) on any unpaid balance of the Purchase Price (excluding consumption tax) from the day following the payment period's end date until the Purchase Price and related fees (including all expenses) are paid in full (or until the date of termination if the contract is terminated under Item 3).

(2) After the payment period ends, the Company shall store the products at its discretion using methods it deems appropriate. The Company shall bear no responsibility whatsoever for any loss, theft, damage, defacement, or leakage of the products occurring prior to the Successful Bidder's reception, except in cases of the Company's intentional act or gross negligence. The Successful Bidder shall remain obligated to pay the Purchase Price and other charges. The Company shall have no obligation to insure the products during this period.

(3) If the Successful Bidder fails to pay the Purchase Price, etc., despite the Company's demand, it may cancel the sales contract. However, if a demand letter sent to the winning bidder's address registered or notified to the Company is returned as undeliverable due to absence or unknown recipient, or if the winning bidder refuses to accept the demand letter, the Company may terminate the contract even if the demand letter did not reach the winning bidder. In such cases, the sales contract shall be deemed terminated at the time the Company dispatches a termination notice to the winning bidder's address registered or notified to the Company, and the winning bidder hereby agrees to this in advance.

(4) If the sales contract is terminated pursuant to the preceding paragraph, the Successful

Bidder shall pay the Company an amount equivalent to the Company's commission specified in Article 12 that the Successful Bidder is required to pay to the Company for this auction, plus default interest at an annual rate of 18% (or 14.6% per annum if the Consumer Contract Act applies) on the amount equivalent to the Company's commission, calculated from the date of this auction until payment is made in full.

(5) If the sales contract is terminated pursuant to paragraph (3), in addition to the provisions of the preceding paragraph, the Company may sell the products to a third party by auction or private contract without setting a minimum sale price. In such case, if the total amount of the sale proceeds from this auction or voluntary contract, plus the Company's commission specified in Article 12 and the consumption tax equivalent amount on the Company's commission, falls below the purchase price, the Successful Bidder shall pay the Company the difference and late payment damages at an annual rate of 18% (or 14.6% per annum if the Consumer Contract Act applies) on the difference from the date of this auction or voluntary contract until payment is made in full. Conversely, if the total amount exceeds the Purchase Price, the Successful Bidder shall have no right whatsoever to claim the difference.

2. Where this Article falls under Articles 8 through 10 of the Consumer Contract Act, the provisions of the Consumer Contract Act shall take precedence over this Article and shall be applied in accordance with Article 26 of these Terms and Conditions.

#### **Article 19 (Disclaimer of Warranty Regarding Wine Quality)**

The Company shall not be liable for any defects or flaws in the product itself, nor for the accuracy of descriptions or explanations regarding the product's origin, producer, vintage, etc., except in cases of intentional misconduct or gross negligence on the part of the Company.

2. In cases where the Company arranges a delivery service provider at the winning bidder's request pursuant to Article 14, Paragraph 6, and the products arrive with shortages or leakage, the Company shall cancel the sales contract with the winning bidder upon the winning bidder's request and refund the Purchase Price only if the following conditions are met: However, even in such cases, the Company shall have no obligation other than refunding the Purchase Price and shall not pay interest, damages, or compensation for direct or indirect damages.

(1) The Successful Bidder must submit a written claim to the Company within 5 days after delivery of the products, clearly stating the auction date, item number, and winning bid amount. Only the Successful Bidder (excluding the bidder's universal successor and specific successor) may make this claim. This right of the Successful Bidder cannot be transferred to a third party and cannot be used as collateral.

(2) The defect is not mentioned in the catalog.

(3) The Successful Bidder must possess full ownership of the products, be able to transfer full ownership of the products to the Company, and be able to deliver the products to the Company in the condition they were in at the time of the auction.

#### **Article 20 (Reserve Price)**

The Company may set a minimum sale price (reserve). However, this price shall be denominated in Japanese yen.

2 If the Company sets a minimum sale price, it shall not sell the products for less than that price.

## **Chapter IV Miscellaneous Provisions**

### **Article 21 (Amendment of Terms)**

The Company may amend these Terms and Conditions. Such amendments shall be made by the auctioneer verbally stating them immediately before commencing the first auction of products on the auction date, and such amendments shall take effect from that time.

### **Article 22 (Prohibition on Assignment of Claims)**

Rights and positions against the Company under these Terms may not be assigned or pledged as collateral.

### **Article 23 (Limitation of Liability)**

The Company shall not be liable for damages under any circumstances where these Terms stipulate that the Company bears no responsibility.

2. The Company shall not be liable for any damages arising from natural disasters, geological changes, war, civil unrest, nuclear fuel materials, or labor disputes.

3 . In cases where the Company has an obligation to store products for the Successful Bidder, and except as provided in the preceding paragraphs, if products are lost, stolen, damaged, defaced, or leak due to the Company's slight negligence, the following provisions shall apply in relation to the Successful Bidder:

(1) If the products are destroyed, lost, stolen, or suffer significant damage, contamination, or leakage, the sales contract for the products shall be automatically terminated. The Successful Bidder shall be exempt from payment of the Purchase Price, and if the Company has already received the Purchase Price, it shall return it without interest.

(2) The Successful Bidder shall bear the burden of proof for damage, soiling, or leakage.

(3) The amount of damages paid by the Company under this clause shall be covered by insurance proceeds paid under the damage insurance contract concluded by the Company with an insurance company.

4 Except as provided in the preceding paragraphs, the Company shall not be liable for any damages unless there is intentional misconduct or gross negligence. Even in cases of intentional misconduct or gross negligence, the scope of damages shall be limited to ordinary damages and damages that were foreseeable at the time of the intentional misconduct or gross negligence.

5 The Company shall not be liable for any damages to persons who enter into a sales contract with the Company for the purpose of realizing proceeds through auction, or or who has concluded a sales contract, persons who make purchase offers to the Company, persons with whom a sales contract is concluded through auction, or other related parties or any other related parties.

The Company shall not compensate for any losses incurred by these parties except as provided in the preceding paragraphs.

### **Article 24 (Qualification Restrictions)**

The Company shall not engage in any transactions with persons falling under any of the following grounds, and shall cease all transactions with such persons once it becomes known that they fall under any of these grounds.

(1) Organized crime groups, members of organized crime groups, quasi-members of organized crime groups, persons who have ceased to be members of organized crime groups within the past five years, companies affiliated with organized crime groups, corporate extortionists, racketeers posing as social movement activists or political activists, specialized intelligence-based organized crime groups, or other similar persons; persons whose purpose is money laundering or similar acts; persons who engage in fund-raising activities using illegal or improper methods, violent intimidation, or fraudulent tactics to raise funds, and any related forces or individuals (hereinafter collectively referred to as "Antisocial Forces").

(2) Persons who participate in auctions accompanied by antisocial forces, or who attempt to introduce Antisocial Forces to participate in auctions, attempt to have Antisocial Forces participate in the auction

(3) Corporations with officers belonging to Antisocial Forces, etc.

(4) Persons who engage in threatening behavior or use violence in connection with transactions with our company

(5) Persons who spread rumors, use deceit or force to damage our company's reputation, or engage in acts that interfere with our business operations

(6) Persons who fail to comply with the Auction Terms and Conditions or other regulations established by the Company

2. The Company may determine if unavoidable circumstances exist, including but not limited to those listed in the preceding paragraph, to terminate transactions and refuse further transactions with any person deemed to fall under such circumstances.

**Article 25** (Governing Law) These Terms shall be governed by and construed in accordance with the laws of Japan. Matters not provided for in these Terms shall be governed by the laws of Japan.

**Article 26** (Consumer Contract Act)

In the event of a conflict between these Terms and the Consumer Contract Act, the Consumer Contract Act shall prevail. Where the application of the Consumer Contract Act is recognized in the operation of these Terms, the Company shall apply these Terms by interpreting them in accordance with the Civil Code and other laws and regulations.

**Article 27** (Agreed Jurisdiction)

All disputes arising from these Terms shall be subject to the exclusive jurisdiction of the Tokyo District Court and the Tokyo Summary Court in Japan.