



TERMS AND CONDITIONS OF SALE TO J&J ANTIQUES AND COLLECTABLES

1. Item Representation and Authenticity

- 1.1. **Ownership and Legal Status:** The Seller warrants and guarantees that each item is their legal property and that they are the rightful owner of each item, free from any liens or encumbrances;
- 1.2. **Authenticity:** The Seller certifies the authenticity of the items and will provide within 3 (three) days from date of written request by J&J Antiques and Collectables any available documentation proving their provenance.
- 1.3. **Disclosure of Condition:** The Seller must disclose in writing to J&J Antiques and Collectables any known restorations, repairs or alterations to the items as soon as reasonably possible.

2. Condition Reports

- 2.1. **Inspection:** J&J Antiques and Collectables reserves the right to inspect the items to the best of their ability at a reasonable date and time as agreed to by both the Seller and J&J Antiques and Collectables.
- 2.2. **Independent Assessment:** J&J Antiques and Collectables reserves the right to have the items independently assessed by a third-party reviewer or industry specialist prior to offering a purchase price.
- 2.3. **Communication of Findings:** Inspection results will be communicated to the Seller within a reasonable time. Should any discrepancy/ies arise between the period of the initial inspection and the third-parties' findings, the Seller may be required to address these issues immediately upon written request by J&J Antiques and Collectables.
- 2.4. **Adjustments:** J&J Antiques and Collectables reserves the right to adjust the purchase price based on discrepancies found by the third-party.

3. Pricing and Valuation

- 3.1. **Appraisal:** J&J Antiques and Collectables may require reasonable time to research the item for sale, prior to offering a market related price for the item.
- 3.2. **Final Sale Price:** The final sale price will be mutually agreed upon by both the Seller and J&J Antiques and Collectables in writing.



4. Payment Terms

- 4.1. **Identification:** The Seller must present a valid ID document or passport for the sale to proceed.
- 4.2. **Payment:** Payment to the Seller will be made immediately after agreeing, in writing, on the price.
- 4.3. **Payment Methods:** Payment is made either via Electronic Funds Transfer (EFT) to the Seller's nominated bank account or via cash.
- 4.4. **Documentation:** A photograph of the items being bought, a copy of the receipt outlining the items and their respective values, and clear copies of the Sellers' valid ID document or passport will be requested.

5. Delivering and Shipping

- 5.1. **Item Removal:** J&J Antiques and Collectables shall remove the item from the Seller's property immediately after payment, rendering the sale final as per paragraph 6 hereunder.

6. Cooling-Off Period

- 6.1. **Finality:** Once the sale is agreed upon and physically executed, it shall be considered final.
- 6.2. **Legal Compliance:** There is no statutory cooling-off period under South African law.
- 6.3. **Returns on Items:** J&J Antiques and Collectables does not have a Return Policy. The items sold to J&J Antiques and Collectables by the Seller shall constitute an executed arms-length final transaction. The Seller, nor any person related or connected to the Seller shall request the item to be returned *alternatively* purchase the item from J&J Antiques and Collectables.

7. Inspection Fees

- 7.1. **Discrepancy Costs:** In the event that the items differ significantly from the Seller's description, J&J Antiques and Collectables reserves the right to charge the Seller for any costs incurred during independent assessments.

8. Liability

- 8.1. **Risk During Transportation:** J&J Antiques and Collectables assumes the risk during transportation of the items to their premises or storage facilities.
- 8.2. **Insurance:** J&J Antiques and Collectables will arrange for the necessary insurance coverage.



J & J Antiques & Collectables



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The Paragon, 1 Kramer Road
Bedfordview

9. Compliance with Laws

- 9.1. **Legal Compliance:** The Seller agrees to comply with all applicable laws and regulations related to the sale of antiques and collectables, including any export or import restrictions.
- 9.2. **Final Arms-Length Transaction:** The business relationship between the Seller and J&J Antiques and Collectables shall end once J&J Antiques and Collectables made payment to the Seller for the items and the parties physically executed the transaction.

10. Confidentiality

- 10.1. **Confidentiality Agreement:** Both parties agree to maintain confidentiality regarding the terms of the sale and any sensitive information shared during the transaction. The Seller and any other person related or connected to the Seller shall under no circumstances defame J&J Antiques and Collectables on any public platforms, including but not limited to Facebook, Instagram, TikTok, Google Reviews etc.

11. Disputes:

- 11.1. **Disputes:** Should the Seller wish to raise their grievances and/or lodge dispute/s in respect of any internal processes or procedures of J&J Antiques and Collectables, the Seller shall submit their grievances and/or disputes in writing within **five (5) business days** after execution and finality of the transaction to J&J Antiques and Collectables. The parties agree that the grievances and/or dispute/s shall be addressed internally.
- 11.2. **Failure to Resolve Disputes:** Should either party fail and/or refuse to resolve the grievance/s or dispute/s internally, the grievance/s and/or dispute/s shall be referred to J&J Antiques and Collectables legal representatives.

12. Indemnity:

- 12.1. **Indemnification:** The Seller agrees to indemnify J&J Antiques and Collectables against any claim/s and/or any claim/s from third-parties arising from the sale of items found to be stolen, counterfeit or misrepresented.



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13. Governing Law

13.1. **Jurisdiction:** This agreement will be governed by the laws of South Africa.

14. Force Majeure

14.1. **Exemption for Unforeseen Events:** Neither party shall be liable for delays and/or failures regarding performance due to events that are beyond that party's reasonable control, including but not limited to natural disasters (acts of God), strikes and/or governmental actions.

