# **Seller Agreement**

This Agreement applies to the Daikichi Auction service operated by the Company.

## Listing fees

- 1. The listing fee is 3% for loose diamonds, 5% for jewelry, 5% for watches with successful bids of less than 50,000 yen, 3% for watches with successful bids of 50,000 yen or more, 500 yen/item for brand-name merchandise with successful bids of less than 10,000 yen, and 3% for brand-name merchandise with successful bids of 10,000 yen or more. No listing fee shall apply to an auction that ends with no bidders.
- 2. Consumption tax shall apply separately to listing fees.

## Consumption tax

Consumption tax is not included in the final price. Consumption tax will be collected on the final successful bid price.

# Payment of proceeds

In principle, funds will be considered transferred after crediting of the entire amount of auction proceeds for all merchandise listed and sold has been verified. Daikichi Auction will bear bank transfer fees. The beneficiary account for funds transfer must be in the corporate, personal, or other name of the seller. If the name on the account differs from the registered name, Daikichi Auction may check the reason for such difference and refuse to pay the proceeds.

# Bearing of shipping costs

- 1. The seller shall bear the costs of shipping listed articles to Daikichi Auction.
- 2. The seller shall bear the costs of shipping listed articles back to the seller when there were no bids on the auctions.

# Compensation for accidents and damage during shipping

- 1. The Company shall not be liable for any damage to merchandise during shipment from the listing member to the Company.
- 2. Damage to merchandise resulting from causes of force majeure, such as earthquakes or other natural disasters, are not eligible for compensation.

#### Deadline for listed merchandise

Listed merchandise must be received by Daikichi Auction no later than seven days prior to the first day of viewing. The deadline may be revised if it falls on a weekend, holiday, year-end and new year holidays, or other Company nonbusiness day. Daikichi Auction will provide notification of the revised deadline in such a case.

## Cancellation and revision of listed merchandise

Merchandise will be returned after the end of the auction if the listing is canceled for any reason. An auction may not

be canceled after a trade has been established.

1. A listing may be canceled if any necessary information concerning the merchandise planned to be listed is incomplete or the actual merchandise differs from the information on the merchandise planned to be listed registered by the listing shop. Listing of merchandise that does not conform to Company standards also shall be canceled.

2. Please notify the Company by telephone no later than 5:00 p.m. prior to the start of the auction if you desire to change the buy-it-now price of merchandise or to cancel a listing or if any merchandise information planned for publication is incorrect. In addition, the Company may, at its sole discretion, delete or revise merchandise information provided if it determines that the information provided is inappropriate.

# Listing cancellation fee

The listing cancellation fee shall be as described below.

1. Received by the Company during its business hours from the time the merchandise was delivered through the day before the listing date: 500 yen/item (tax excluded)

2. Received before the merchandise is listed on the listing date: 1,000 yen/item (tax excluded)

#### **Invalid transactions**

A transaction may be invalidated and subject to return and refund if it has been found to be inauthentic, stolen, or lost.

## **Listing restrictions**

While there are no restrictions on number of listings, Daikichi Auction may, at its sole discretion, restrict listings by a seller with a markedly high number of auctions with no successful bids.

# Seller's reserve price

The seller may indicate in the auction listing a reserve price, if any, of at least 20,000 yen for loose diamonds, 30,000 yen for jewelry, 30,000 yen for watches, and 20,000 yen for brand-name merchandise. Merchandise for which no reserve price is indicated, or for which the reserve price is less than the corresponding amount above, will be old at the price resulting from the bidding process.

# Handling of packaged articles

Packaged articles may be opened for checking. If the article cannot be opened, for example because it is brand new, please indicate that in the auction listing.

#### Guarantee by the seller

The seller shall guarantee matters that cannot be determined from external appearances.

Follow-up negotiation period

As stipulated in Article 6, Paragraphs 2, 3, and 5, of the Daikichi Auction Terms of Service.

# Mediation in follow-up negotiation

Daikichi Auction shall mediate in follow-up negotiation solely within the extent of mediation operations provided as the auction platform.

#### Finalization of transaction amounts

The transaction amount shall be the amount at which the successful bidder is finalized above the seller's reserve price. Establishment of a transaction agreement

The formal date and time of a transaction shall be the point in time at which checking by the successful bidder of the merchandise won at auction is complete.

## Describing condition ranks etc., and checking condition

- 1. Do not indicate ranks when listing articles.
- 2. Basically, at least three photos will be included for checking the condition of the listed article. At its sole discretion, the Company may increase or decrease this number in consideration of the properties of the merchandise and other matters.
- 3. The condition of listed articles will be checked solely through viewing the actual articles and the photos. No complaints will be accepted regarding materials used to check the condition.

#### **Notes for Sellers**

#### **Jewels**

1. The seller is responsible for guaranteeing all details described in the listing.

Cases in which the information in the listing differs from the actual article are subject to returns or price negotiations.

- 2. If you are unsure of the details of a jewel, describe it as a "colored stone."
- 3. To avoid confusing bidders, please do not send appraisal or determination notices for articles listed as "colored stones." The Company may, at its sole discretion, elect not to list a loose stone for which an appraisal or determination notice was enclosed.
- 4. Although metal content is not guaranteed, the seller is responsible for guaranteeing any descriptions, such as "K18" or "Pt900" in the listing.
- 5. Please include only matching articles when listing such articles as rings, necklaces, bracelets, pierces, earrings, and broaches together.
- 6. Please list jewels, such as diamonds and colored stones, after first having them sorted.
- 7. Please describe in the notes to the listing whether or not an appraisal or determination notice is included and whether or not sorting has been conducted.
- 8. Please weigh listed merchandise and describe the weight in the listing.
- 9. Please have sorting conducted for diamonds only of 0.5ct or more (single stones) and try to list them as loose

diamonds as much as possible.

- 10. For jewels other than natural stones, be sure to indicate in the listing information on whether they are synthetic, copies, or treated.
- 11. Omissions from listing descriptions shall be subject to returns or price negotiations.
- 12. Please be sure to describe in the listing any differentiation or sorting other than ordinary heating or enhancement, such as impregnation other than that of emeralds, laser drilling (LDH), treatment, HPHT, or KM processing (ILD).
- 13. The period of the seller's guarantee for cracks in opals is two months.
- 14. Hardware defects not described in the listing shall be subject to returns or price negotiations.
- 15. Merchandise listed by brand that is found to be counterfeit shall be subject to returns or price negotiations.
- 16. All merchandise shall be listed as described. However, cases in which results of determination or appraisal after a successful bid differ from the listing shall be subject to returns or price negotiations.
- 17. Daikichi Auction uses the following four companies as determination and appraisal institutions for the post-negotiation criteria: Central Gem Laboratory (CGL), the Gemological Institute of America (GIA), Gem Research Japan Inc. (GRJ), and GemResearch Swisslab (GRS). However, where results of differentiation or appraisal vary among appraisal institutions or within a single institution, the results of differentiation or appraisal as of the initial time of listing shall take precedence.
- 18. The successful bidder shall bear the cost of sorting costs for diamonds and colored stones after winning the auction. However, the seller shall bear such costs if the results of the appraisal differ from the listing.
- 19. Brand-name jewelry that the manufacturer refuses to accept for repair shall be subject to returns or price negotiations.
- 20. If the manufacturer has provided notice that a reply regarding the genuineness, repair, or sorting will not be made during the negotiation period, the period for negotiation of returns and price discounts shall be extended after first checking with the seller.
- 21. The successful bidder may cut or disassemble the mount to check the grade if the listing and the engraving on the article differ from its actual grade. In such a case, the article may be returned in the form of the loose jewel and the cut or disassembled mount.

## Handbags

- 1. Errors in listings may result in returns or price negotiations.
- 2. No guarantee is provided regarding accessories if not described in the listing.
- 3. The operator may, at its discretion, choose to list articles as a set. In such a case, reserve prices shall be totaled for articles for which reserve prices have been set.
- 4. When listing articles as a set or lot, do not enter individual product names to the listing.

The seller is responsible for guaranteeing any product names listed.

# Watches

- 1. Although metal content is not guaranteed, the seller is responsible for guaranteeing any descriptions, such as "K18" or "Pt900" in the listing.
- 2. Please list only merchandise that has been verified to operate, in principle.

Merchandise with dead batteries shall be considered nonworking in all cases.

When listing merchandise for which you cannot guarantee operation, please be sure to indicate such (e.g., "as is" or "not working") in the listing. The seller shall be responsible for guaranteeing any merchandise for which no such description is included.

- 3. Please endeavor to list quartz watches that are in working condition as much as possible.
- 4. Brand names in listings are guaranteed only for the internal mechanisms.
- 5. Please describe any special features of merchandise.
- 6. If not guaranteeing jewelry or accessories components, please be sure to indicate in the listing the fact that they are not guaranteed to be original.
- 7. Watches for which the serial numbers have been erased or altered are not eligible for listing.
- 8. Please indicate in the listing whether boxes and paperwork are included.
- 9. Any mechanical defects discovered after the action ends are subject to returns or price negotiations.

However, articles for which the listing indicates that no guarantee is provided (e.g., "as is" or "not working") are not eligible for negotiation.

10. Defective quartz watches that require replacement of circuitry are subject to returns or price negotiations.

However, articles for which the listing indicates that no guarantee is provided (e.g., "as is" or "not working") are not eligible for negotiation.

- 11. If the manufacturer has provided notice that a reply regarding the genuineness, repair, or sorting will not be made during the negotiation period, the period for negotiation of returns and price discounts shall be extended after first checking with the seller.
- 12. When listing articles as a set or lot, do not enter individual product names to the listing.

The seller is responsible for guaranteeing any product names listed.

#### Loose diamonds

- 1. All contents of the listing descriptions are guaranteed by the seller.
- 2. Describe diamonds to two decimal points, regardless of whether or not they are sorted.
- 3. The period for return negotiations when loose diamonds differ from sorting bags is up to five business days after receipt by the successful bidder.

#### Common

- 1. Follow-up negotiations may concern demands for repair costs, discounts, and returns, etc.
- 2. The Company will not delete any information describing any accessories included with the merchandise listed.
- 3. While merchandise will be handled with sufficient care during viewing, no guarantee is provided concerning defects arising during viewing.
- 4. A transaction may be invalidated even after the follow-up negotiation period due to important matters that could not be judged during the follow-up negotiation period.
- 5. If the office has determined that a seller's reserve price is inappropriate for Daikichi Auction, it may be judged to be a misleading listing and treated as having received no bids.

- 6. The Company shall arbitrate or mediate between the seller and the buyer in the event of a complaint from the successful bidder regarding the quality or operation of the listed merchandise after the end of the Daikichi Auction.
- 7. Both seller and buyer must comply with the results of the mediation.
- 8. No negotiation by third parties other than Company registered users will be accepted regarding resolution of complaints or problems.

# **Additional provision**

Revision: Payment of proceeds

This revision shall take effect beginning on December 23, 2023.