

THE RECLAIMED company

SELLER TERMS & CONDITIONS

Listing Items for Sale on The Reclaimed Company Marketplace

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1. Introduction and Agreement

These Seller Terms and Conditions ('Seller Terms') govern your use of The Reclaimed Company marketplace platform ('Platform') operated at thereclaimedcompany.com. By registering as a seller or listing any item for sale on the Platform, you ('Seller', 'you') agree to be legally bound by these Seller Terms in their entirety.

These Seller Terms should be read in conjunction with our Privacy Policy, Platform Fee and Commission Schedule, Auction Terms and Conditions, and Data Protection Policy, all of which form part of the overall agreement between you and The Reclaimed Company.

IMPORTANT: The Reclaimed Company is a technology platform and marketplace facilitator only. We are not a party to any transaction between buyers and sellers. We do not own, inspect, verify, or guarantee any items listed on the Platform.

2. The Platform — Middleware Disclaimer

2.1 Nature of Service

The Reclaimed Company provides an online marketplace platform that enables sellers to list items for sale and buyers to purchase or bid on those items. We act solely as an intermediary technology provider facilitating connections between independent buyers and sellers.

We are not an auctioneer, dealer, agent, principal, or party to any sale contract formed through the Platform. The contract of sale is formed directly between the seller and the buyer.

2.2 No Verification or Warranty

We do not verify, inspect, authenticate, appraise, or guarantee the accuracy, completeness, legality, quality, condition, provenance, title, or value of any item listed on the Platform. All item descriptions, photographs, condition reports, and related information are provided by sellers and are the sole responsibility of the seller.

DISCLAIMER: The Reclaimed Company accepts no liability whatsoever for the

accuracy of any listing. Buyers are responsible for satisfying themselves as to the nature, condition, provenance, authenticity, and value of any item prior to purchase. THE PLATFORM IS PROVIDED ON AN 'AS IS' BASIS.

2.3 Exemption from Liability

To the fullest extent permitted by applicable law, The Reclaimed Company shall not be liable for:

- Any misrepresentation, inaccuracy, or omission in any seller listing;
- Any dispute arising between a buyer and seller regarding an item or transaction;
- Any loss, damage, or costs arising from a failed transaction;
- Any item that does not conform to its listing description;
- Any issue with delivery, shipping, or handling of items;
- The authenticity, provenance, or legal title to any item;
- Any claim under consumer protection, trading standards, or related legislation as between buyer and seller.

Nothing in these Seller Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other matter which cannot be excluded or limited by law.

3. Eligibility to List

3.1 Seller Requirements

To list items on the Platform, you must:

- Be at least 18 years of age;
- Have completed our Seller Registration process (see Dealer/Yard Registration Terms);
- Hold legal title to, or the authority to sell, any item you list;
- Be a legitimate yard sale operator, antique dealer, reclamation dealer, or private seller of reclaimed, vintage, or antique goods;
- Comply with all applicable laws and regulations governing the sale of goods in your jurisdiction.

3.2 Prohibited Items

The following items may not be listed on the Platform:

- Stolen goods or goods where the seller does not hold good legal title;
- Items subject to export or import prohibitions;
- Wildlife products prohibited under CITES or domestic legislation;
- Counterfeit, forged, or misrepresented items;
- Items prohibited by law in the seller's or buyer's jurisdiction;
- Hazardous materials that cannot be legally transported;
- Any item that violates our Acceptable Use Policy as published on the Platform.

4. Creating and Managing Listings

4.1 Listing Requirements

All listings must include:

- Clear and accurate photographs representing the actual item for sale;

- An honest and accurate written description of the item, including condition, dimensions, material, age, and any defects or damage;
- An accurate asking or reserve price (where applicable);
- Your delivery/collection terms including costs, timescales, and geographic limitations;
- Any legal or regulatory conditions affecting sale.

4.2 Seller Responsibility for Accuracy

You are solely and entirely responsible for the accuracy, truthfulness, and completeness of your listing. You warrant and represent that all photographs depict the actual item being sold, all written descriptions are accurate to the best of your knowledge, you will disclose all known material defects, you hold good and marketable title, and the sale complies with all applicable laws.

4.3 Listing Duration and Modification

Listings remain active for the period selected at the time of listing or until sold. You may modify or withdraw a listing prior to a sale being agreed, subject to any auction commitments. Once a buyer has committed to purchase, you may not withdraw without the buyer's consent and may remain liable to pay our applicable fee.

4.4 Right to Remove Listings

We reserve the absolute right, at our sole discretion and without prior notice, to remove, suspend, or decline to publish any listing that violates these terms, any applicable law, is misleading, relates to a prohibited item, is the subject of a complaint or legal proceedings, or which we consider, in our absolute discretion, to be inappropriate for the Platform. Removal does not entitle you to any refund of fees already paid.

5. Seller Obligations upon Sale

Upon a sale being agreed, you are obligated to:

- Honour the sale at the agreed price;
- Ship or make available for collection the item within the timescale stated in your listing;
- Package items securely and appropriately for the method of delivery;
- Provide the buyer with appropriate tracking information if applicable;
- Respond to buyer queries within a reasonable timeframe;
- Cooperate in good faith in the event of any dispute.

6. Fees and Commissions

By listing items on the Platform, you agree to pay our fees as set out in the Platform Fee and Commission Schedule, which is incorporated by reference into these Seller Terms. Fees may be updated from time to time upon reasonable notice. Continued use of the Platform after any fee change constitutes acceptance of the revised fees.

7. Termination

We reserve the right to suspend or terminate your seller account at any time for breach of these Seller Terms, misconduct, or for any operational reason. You may terminate your seller account at any time by giving us written notice, subject to completion of any outstanding transactions.

8. Governing Law and Jurisdiction

These Seller Terms are governed by the laws of England and Wales. Any dispute arising out of or in connection with these Seller Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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