



## SELLER AGREEMENT

Seller Agreement The following constitutes the agreement between (“Agreement”): JCK Enterprises L.L.C., an Arizona limited liability company d/b/a Pristine Auction “Pristine Auction”) and \_\_\_\_\_ (“Seller”):

1. An item or set of items provided by Seller to Pristine Auction (“lots”) will be offered for public auction by Pristine Auction through [www.pristineauction.com](http://www.pristineauction.com) with no minimum price (“Reserve Price”) unless previously agreed upon by Pristine Auction. Pristine Auction will determine the starting bids for each lot and will make the final decision on how lots will be sold (individually or grouped together as well as which auction format fits best). \*\*Feedback from the Seller is welcome\*\*
2. For the fastest processing, lots should be shipped to Pristine using the Pristine Ship functionality on our site (<https://www.pristineauction.com/> ). Should you choose, you may also use your own shipping method to send lots to Pristine Auction at 1095 E Salter Dr, Phoenix, AZ 85024. Please be sure to include the Seller’s contact information and an itemized list of contents, including auction preferences and reserve amounts (if any) with each box of lots. If a list is not provided, Pristine Auction will use its best judgment to list an item, and changes may not be able to be accommodated after an item has been listed on our platform.
3. Seller guarantees full and clear title to all lots sent to Pristine Auction for sale. Seller represents and warrants that all lots are authentic and the sale of the lots is not in violation of any law, rule, or regulation. Seller agrees to indemnify Pristine Auction and hold it harmless from and against all claims, damages, costs and expenses (including attorneys’ fees) attributable, directly or indirectly, to (1) the breach by Seller of any obligation hereunder, (2) the inaccuracy of any representation or warranty made by Seller herein or in any instrument delivered pursuant hereto or in connection with the transactions contemplated hereby, (3) the exercise by Pristine Auction of the rights granted under this Agreement, or (4) alleged infringement, dilution, or other violation of any intellectual property or other rights of any person relating to the lots or their advertising and promotion.
4. Pristine Auction reserves the right to accept or return lots for any reason. The Seller is responsible for any return costs, such as shipping and insurance.
5. Sellers are required to maintain an average lot value of \$50.00 or higher. Pristine Auction will periodically evaluate your account and if the above threshold is not met, your account will be placed on a probationary period. If the average lot value is not met, Pristine Auction reserves the right to suspend your account at any point in time.
6. Pristine Auction reserves the right to have consignments submitted for grading and authentication. This discretion will be used with higher-valued items or items that are often counterfeited. See our FAQs for a list of fees that could be associated with grading

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and autograph authentication. Coins before the year 1950 also must be graded by a company accepted by Pristine Auction before consignment.

7. Display cases and frames are used or discarded at Pristine Auction's sole discretion. Whenever possible, the seller should send the lots without display cases or frames.
8. Pristine Auction will use all reasonable efforts to make the lots available at auction 2-8 weeks from receipt by Pristine Auction, taking the Seller's requested accommodations into account.
9. All lots will be available for the auction's duration and will be sold to the highest bidder unless a reserve price is not met.
10. Sellers can view past, active, and future lots through the seller dashboard (<https://www.pristineauction.com/>). The seller is responsible for ensuring approved reserve prices have been added to each auction as desired. The seller is also responsible for ensuring any adjustment requests for auction lots are submitted 24 hours before the lot goes live. This includes but is not limited to requests regarding adjustments to reserves, titles, descriptions, photos, auction end date, and/or auction type (such as daily and weekly). Pristine Auction will not be held financially responsible for missing reserves.
11. An aging fee will be assessed from when the auction is created on Pristine Auction's platform. Aging fees will apply to all auctions, drop-ship or in-house, with a reserve as listed below. No reserve items do not apply, items can be moved to a no-reserve auction at any time. Pristine Auction requires a 30-day notice in the event a seller requests to have a lot returned before an aging fee is assessed. Aging fees are as follows: 0-6 Months: \$0 • 7-12 Months: \$1 per month per auction • 13-23 Months \$2 per month per auction • 24 Months: Auction moved to a no reserve auction or sent back
12. Seller may request lot(s) be sold in a weekly no-reserve auction or trading card auction. However, if a bid is not placed at the \$20 starting price by the close of said auction, the lot(s) will be automatically re-listed for a future daily auction, in which all bids start at \$1.
13. Pristine Auction shall receive from Seller a commission based on the following tier chart. Memorabilia will be charged the tier minimum or percentage, whichever is greater. The trading card rate will be applied to all single trading cards sold through Pristine Auction. All new accounts will start in the silver tier. Tiers will be set for one quarter and will automatically change for the next quarter based on the account's overall sales and average lot value.

#### **Account Rate Tier Qualifications**

- **Bronze:** 15% or \$10 minimum- No minimum monthly sales
- **Silver:** 12.5% or \$7.5 minimum- \$5,000 monthly sales with a \$50.00 ALV
- **Gold:** 10% or \$5 minimum- \$10,000 monthly sales with \$50.00 ALV

#### **Seller Fees on \$1,000+ items:**

- **An item with no reserve-** Regardless of which tier a seller is on, any item sold without a reserve will receive a 0% seller fee.

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- **An item with a reserve-** Which sells for over \$1,000 with a reserve will be subject to a seller commission based on the seller's account tier.

**Single Trading Card with no Reserve**

All final bid prices below \$1,000 will be charged tier minimums. For example, a single trading card sold under the bronze tier will be charged \$10, the silver tier \$7.50, and the gold tier \$5. Cards sold at \$1,000 or more will not be charged a commission.

14. The Hammer Price less the seller fee to Pristine Auction ("Proceeds") will be sent via the Seller's preferred payment method within 14 calendar days of the end of the auction. However, Pristine Auction shall have no obligation to send proceeds to the seller until funds have been received by Pristine Auction from the bidder.
15. Shill bidding is a fraudulent practice in auctions where someone artificially inflates the price of an item by placing fake bids. These bids are often made by individuals working in collusion with the seller or by the seller themselves using alternate accounts. Shill bidding gives the impression of heightened interest in an item, potentially driving up the final sale price. **Any sellers caught shill bidding may be subject to fines and potentially banned from selling or buying on Pristine Auction.**
16. Any outstanding account balances are subject to being deducted from seller accounts.
17. In the unlikely event that the winning bidder does not honor payment obligations, it is understood that Pristine Auction will either re-auction the lot in the next possible auction or return the lot to the seller, at Pristine Auction's sole discretion.
18. If applicable, the seller agrees to cover autograph authentication costs associated with the lots. Pristine Auction will pay the initial authentication costs and deduct these costs from the Seller's Proceeds. The seller is responsible for all authentication fees (pass or fail) and fees may vary based on the value of the item. See our FAQs for a list of guidelines and authentication fees.
19. Lots may not be withdrawn from the auction without the consent of Pristine Auction. Pristine Auction may accommodate a request to pull an auction lot under certain circumstances. Any pulled lot will be subject to a \$20 pulling fee and shipping fees at the seller's expense.
20. The seller is responsible for the cost of lots that are returned by the winning bidder. Pristine Auction has the authority to decide on when a lot is eligible for return. Returned items may be re-auctioned or returned to the Seller, at Pristine Auction's sole discretion.
21. In cases of abandoned items that we receive without the required information or carrier returns due to failed delivery for whatever reason. Pristine Auction will hold the items for no less than and no more than 30 days. During said 30 days, we will make a minimum of 3 attempts to contact the owner of the items via email. After 30 days, Pristine Auction will take ownership of or discard the items. Please note, that any contact attempts will be made using the information you provide us when signing up for an account, so keeping contact information current is highly encouraged.
22. Any disputes, controversies, or claims arising out of or relating to this agreement, the auction of a lot, or the breach thereof which cannot be settled between the seller and Pristine Auction shall be decided by a single independent arbitrator. Such a single

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independent arbitrator shall be jointly chosen by the seller and Pristine Auction. The parties shall name the arbitrator within thirty (30) days after one or the other has given notice to the other requesting arbitration. If the bidder and the company are unable to agree upon a single independent arbitrator, either party may apply to the Maricopa County Superior Court for the appointment of a single arbitrator under Arizona Revised Statutes §12-1503 (or any applicable successor statute). The award made by the single arbitrator shall be final and binding, and judgment may be entered in any court having jurisdiction thereof. The losing party shall bear the cost of the arbitration procedure, or, if the decision is not clearly in favor of one party or the other, the costs shall be borne as determined by such arbitration proceeding. At the request of either party, arbitration proceedings shall be conducted in the utmost secrecy. In such case, all documents, testimony, and records shall be received, heard, and maintained by the arbitrator in secrecy, available for inspection only by a party and by their respective attorneys and experts who shall agree, in advance and in writing, to receive all such information in secrecy. In all other respects, the arbitrators shall conduct all proceedings pursuant to the Uniform Arbitration Act as adopted and then in force in the State of Arizona as presently outlined in Arizona Revised Statutes §12-1501 et seq (or any applicable successor statutes). SELLER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY REGARDING ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS. The Seller agrees to reimburse Pristine Auction for any and all attorneys' fees and costs associated with defending any claim or action pertaining to this Agreement.

23. In the event a suit is brought (or arbitration is instituted) or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any money due hereunder, or to collect money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith. Except for any action by Pristine Auction to seek indemnity from the seller pursuant to Paragraph 3 of this Agreement, the parties agree that any dispute, controversy, or claim arising out of this Agreement must be submitted to an arbitrator within nine (9) months after the occurrence of the event upon which the claim is based.
24. Any notice to any party under this Agreement shall be in writing and shall be effective on the earlier of (i) the date when received by such party, or (ii) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to the address of such party set forth herein, or to such other address as shall have previously been specified in writing by such party to all parties hereto.
25. Time is of the essence of this Agreement and each and every provision hereof. Any extension of time granted for the performance of any duty under this Agreement shall not be considered an extension of time for the performance of any other duty under this Agreement.
26. This Agreement shall be deemed to be made under and shall be construed in accordance with and shall be governed by the laws of the State of Arizona and (subject to any provision in this Agreement providing for mandatory arbitration) a suit to enforce

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any provision of this Agreement or to obtain any remedy with respect hereto may be brought in Superior Court, Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction of said court.

27. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against any party. The neuter gender includes the masculine and feminine. It is mutually agreed that in the event any term, covenant, or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, or condition shall in no way affect any other term, covenant or condition herein contained.
28. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement; and the remaining portions of the Agreement shall remain in full force and effect.
29. Each party hereto agrees to do all such things and take all such actions and to make, execute, and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions, intent, and purpose of this Agreement.
30. Seller represents and warrants to the Company that this Agreement has been duly authorized by all necessary action and that this Agreement constitutes and will constitute a binding obligation of the seller.
31. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. All agreements entered into prior hereto are revoked and superseded by this Agreement, and no representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. We may amend this Seller Agreement at any time by posting the amended terms on [www.pristineauction.com](http://www.pristineauction.com). Our right to amend the Seller Agreement includes the right to modify, add to, or remove terms in the Seller Agreement. We will provide you with 30 days' notice by posting the amended terms on our website. Your continued access or use of our website and services and/or electronic click-through constitutes your acceptance of the amended terms. This Seller Agreement may not otherwise be amended except through mutual agreement by you and an authorized representative of Pristine Auction who intends to and is authorized to amend this Seller Agreement.
32. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant in construing this Agreement.
33. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns, but in no event shall any party be relieved of its obligations hereunder without the express written consent of each other party.
34. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**Contact Information:**

Seller Initials \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address:

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Seller Printed Name

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Seller Signature

\_\_\_\_\_  
Date

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