

Propstore

BUYER TERMS AND CONDITIONS

These legal terms and conditions will apply to any contract between Propstore ('Propstore') and you, the buyer, for the sale of items in Propstore's Inventory. You will be asked to agree to these terms before you place an order.

The Propstore's Inventory is comprised of items located in two separate offices – London and Los Angeles. The location of each item is signified in each listing by the relevant country flag in the lower right-hand corner. Prices for all items are provided in both GBP and USD.

As Propstore operates from two countries some of the terms below are necessarily specific to the relevant local laws. Accordingly, some of the terms below are stated to apply to orders for items located in Propstore's London office and some to orders for items located in Propstore's Los Angeles office. All other terms apply regardless of the location of the items.

Your contract for orders from our Los Angeles office will be between you and the Propstore. Your contract for orders from our London office will be between you and the Propstore.

Payment: Items located in the London office will be charged in GBP, with the USD price serving only as a guide. For buyers located outside Great Britain, prices charged in GBP for the purchased item will be converted to their respective native currency at the then-applicable rate on the date the charge is processed by the buyer's financial institution or credit card company. Items located in the London office shall include VAT at the prevailing rate (currently 20%) for all sales within the UK & Northern Ireland. Delivery addresses outside the UK & Northern Ireland will be exempt from VAT. Some US States may be required to pay sales tax on their order following the [Wayfair ruling](#); these will be calculated at checkout.

Items located in the Los Angeles office will be charged in USD, with the GBP price serving only as a guide. For buyers located outside of the United States, prices charged in USD for the purchased items will be converted to their respective native currency at the then-applicable rate on the date the charge is processed by the buyer's financial institution or credit card company. All prices displayed are exclusive of sales taxes, although some US States may be required to pay sales tax on their order following the [Wayfair ruling](#); these will be calculated at checkout.

Payment in full for all items is required at the time of order unless we agree to a payment plan with you in advance. Upon application and approval by Propstore, you may pay for

your purchased items through a payment plan. The plan requires a 20% non-refundable deposit to be made by you at the time of purchase, which secures your item. You must also provide a credit card number and authorization for Propstore to charge the same for the remaining balance of your purchase, which shall be made in equal monthly, instalment payments. Your item(s) shall be shipped once all payments have been made.

The length of plan permitted is based on the following spend thresholds:

- up to 3 months – minimum spend \$1,000/£750

Please note that under no circumstances will a payment plan in excess of 3 months be permitted. Auctions orders are capped at 3 months.

Payment can be made by credit/debit card, VISA, MasterCard, American Express, Discover (US orders only), cash (up to a maximum of £5,000/ \$5,000), wire transfer or Paypal (up to a maximum of £2,000/ \$2,000).

Customers whose total invoice is equal to or greater than €10,000 (or the GBP equivalent) shall agree to undergo Enhanced Customer Due Diligence (EDD) checks as per the EU Fifth Money Laundering Directive (5MLD). As per this directive, the items purchased will not be released until the EDD check has been completed and passed. This applies to goods purchased from the UK office only.

Cancellation: Once selected, the purchase may be cancelled only under exceptional circumstances and only at the sole discretion of Propstore. All sales are final. Due to the usually unique nature of Propstore's Inventory, we do not offer an evaluation or cooling-off period. Should any such cancellation be permitted by the Propstore, any payments made by you (under a payment plan or otherwise) prior to the cancellation shall be issued in the form of store credit only against future purchases and may not be transferred to any other existing payment plan. There shall be no cash refunds. Store credit can only be used in the Propstore office (London or Los Angeles) at which the payment plan was held. In the event of a cancellation, the 20% deposit is absolutely non-refundable and non-transferable to other products.

Shipping: Buyer pays all shipping costs. The buyer is responsible for all fees including duties, taxes, VAT, customs and other charges for items shipped. All property must be shipped at the buyer's expense. It is each buyer's sole obligation and responsibility to be aware of, to comply with, and to bear all relevant import duties, taxes, VAT, customs and other fees charged by the buyer's local government and/or tax authority. Propstore will ship all packages with the full value of the goods declared. Buyer understands and agrees that Propstore shall have no obligation or responsibility for any import duties, taxes, VAT, customs, shipping or other charges for the items shipped.

It is the Buyer's responsibility to ensure that any property purchased from Propstore enters the shipping location lawfully, that all duties and taxes have been paid and that all required export procedures, regulations, and laws were properly complied with. Buyer understands and agrees that Propstore shall have no obligation or responsibility for complying with any export procedures, regulations, or laws applicable to the property.

In the event that a customer refuses to accept a shipment due to import duty charges, and the item is returned to Propstore, the customer shall be subject to a charge of 20% of the purchase price of the returned item, plus all shipping charges incurred in the shipment and return shipment of the item. The balance of the price paid for the item will be issued only as a store credit to be used against future purchases. Store credits are proprietary to each office of Propstore, and may not be transferred to another office.

By placing an order on our site, you acknowledge that due to the unique nature of the assets offered for sale and the careful process undertaken to prepare the items for dispatch, the default consumer rights to receive your goods within 30 days is waived.

Warranties: Propstore guarantees the authenticity of Attribution of property listed online as stated in the Terms of Guarantee (set out below). Except for the Limited Warranty contained in the Terms of Guarantee all items are sold "As-Is." To the fullest extent permitted by law, we make no warranties as to the merchantability or fitness for a particular purpose, the correctness of the description of the physical condition, size, quality, rarity, importance, medium, provenance, exhibitions, literature or historical relevance of any items sold by us. No oral or written statements made in the online listing, advertisement, and bill of sale or elsewhere made by employees (including affiliated and related companies) shall be considered a warranty or representation. To the fullest extent permitted by law, we are not responsible for errors and omissions in the online listings or any other supplemental material. Propstore assumes no liability or responsibility for any errors or omissions in the content of its website.

All items are sold as collectibles and/or memorabilia for display purposes only, and are not deemed, intended, represented, or implied to be fit for any other purpose. Buyer assumes all risks of loss and/or injury, including, but not limited to, personal injury or property damage, arising from or related to any other use of the item. Buyer understands and agrees that Propstore shall have no liability for any such loss or injury and Buyer expressly releases Propstore from any such loss or injury, save that, in the UK, Propstore does not exclude or limit its liability for (1) death or personal injury caused by our negligence; (2) fraud or fraudulent misrepresentation; or (3) any breach of your statutory rights to title and quiet possession of the items; or (4), only if you are a consumer, any breach of your statutory implied rights under sections 13 to 15 of the Sale of Goods Act 1979.

Only the memorabilia item shown in the photos of a given product listing is included in the sale. Mannequins, display stands, scale measures and color charts are not included with your purchase unless expressly stated in the product description.

Buyer assumes all risks associated with the use (including browsing) of Propstore's website. Save to the extent expressly set out above, neither Propstore nor any other party involved in creating, producing, or delivering the website is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of buyer's access to, or use of, the website. Propstore assumes no responsibility, and shall not be liable for, any damages to buyer's computer software or hardware or other property caused by buyer's access to, use of, or browsing in the website or buyer's downloading of any materials, data, text, images, video, or audio from the website.

Propstore does not own any copyrights or trademarks to the items, or depictions thereof (the "Images"), appearing for sale on its website. Items and Images may or may not permit reuse or modification. Save to the extent required by law, we make no representations and warranties, express or implied, as to whether the buyer acquires any copyrights, including but not limited to, any reproduction rights of any property. The conditions for distribution, duplication, public performance or creation of derivative works from the item or the Images should be individually checked with the rightful owners.

Any Images appearing on Propstore's website are solely for reference purposes and is not intended or deemed to be a representation or warranty of the item depicted within the Image. Please note that multiple costumes and props are produced for specific filming requirements.

Buyer agrees to indemnify and hold harmless Propstore and its directors, employees, affiliates, contractors and agents from any third-party claims, actions, suits, judgments, losses, damages, costs and expenses (including reasonable attorneys' fees) asserted against or incurred by Propstore that arise out of or result from any act or omission by Buyer arising out of or relating to Buyer's infringement of any copyrights or trademarks in or to the items or Images.

Breach/remedies: If any applicable conditions herein are not complied with (to a material extent), the buyer will be in default and in addition to any and all other remedies available to us by law, including, without limitation, the right to hold the buyer liable for the total purchase price, including all fees, charges and expenses more fully set forth herein, we, at our option and to the extent permitted by law, may (a) cancel the sale of that, or any other items sold to the defaulting buyer, retaining as liquidated damages all payments made by the buyer, or (b) resell the purchased item, or (c) effect any combination thereof. In any

case, the buyer shall be liable for any deficiency, any and all costs, handling charges, late charges, expenses of both sales, legal fees and expenses, collection fees and incidental damages. We may, in our sole discretion, apply any proceeds of sale then due or thereafter becoming due to the buyer from us or any affiliated company, or any payment made by the buyer to us or any affiliated company, where or not intended to reduce buyer's obligations with respect to the unpaid item or items, to the deficiency and any other amounts due to us or any affiliated companies. In addition, a defaulting buyer will be deemed to have granted and assigned to us and our affiliated companies, a continuing security interest of first priority in any property or money of our owing to such buyer in our possession or in the possession of any of our affiliated companies, and we may retain and apply such property or money as collateral security for the obligations due to us or to any affiliated company of ours. Payment will not be deemed to have been made in full until we have collected good funds.

Save where expressly stated to the contrary above, under no circumstance will Propstore incur liability to a buyer in excess of the purchase price actually paid.

Neither party will be liable or responsible for any failure to perform or delay in performance of any of its obligations that are caused by an event outside its reasonable control including, without limitation, industrial action, civil commotion, war, terrorist attack, fire or natural disaster or failure of third party public or private transport.

Each sentence and paragraph of these terms operates separately and if any court or relevant authority decides that any of them are unenforceable, the remaining paragraphs will remain in full force and effect.

If we delay or fail to insist that you perform any of your obligations under these terms it will not mean we have waived our rights.

For items located in Los Angeles, the terms and conditions of sale herein described shall be enforced in accordance with, and governed by the laws of the State of California.

For items located in London, the terms and conditions of sale herein described shall be enforced in accordance with, and governed by, the laws of England and Wales and we both agree that the courts of England and Wales shall have non-exclusive jurisdiction.

For items located in Los Angeles, any claim or controversy arising out of or relating to the sale of the item between buyer and Propstore shall be submitted to arbitration in Los Angeles County, California before an arbitrator from the Judicial Arbitration and Mediation Services, Inc. ("JAMS") and conducted under its Comprehensive Arbitration Rules, as the exclusive remedy for such claim or controversy. Both parties further agree that the arbitration shall be conducted before a single JAMS arbitrator who is a retired California or

federal judge or justice. By agreeing to arbitrate, the parties waive any right they have to a court or jury trial. The decision of the arbitrator shall be final and binding. The parties further agree that, upon application of the prevailing party, any Judge of the Superior Court of the State of California, for the County of Los Angeles, may enter a judgment based on the final arbitration award issued by the JAMS arbitrator, and the parties expressly agree to submit to the jurisdiction of this Court for such a purpose. The prevailing party shall be entitled to recover the party's attorneys' fees and costs incurred in connection with the arbitration.

Returns: UK Customers may cancel their order up to 14 days after their order is delivered. You must contact us in writing within the 14 days and returned to the office from which it was dispatched, at your own cost, within another 14 days in the same condition it was dispatched.

TERMS OF GUARANTEE OF ATTRIBUTION

Propstore warrants the attribution of each product as stated in the title block (film title and item title) of that product in the Propstore e-commerce sales platform, subject to any revisions (which may be given in writing or online before the product is purchased by the buyer); this is Propstore's Guarantee of Attribution. Buyers should be aware that multiple examples of props and costumes are frequently used during production and it is often impossible to determine whether a specific piece has been used on-camera. Any specific on-camera usage known to Propstore will be noted within the description, but no warranties are given by Propstore on that description.

If a buyer demonstrates, to Propstore's reasonable satisfaction, that the Guarantee of Attribution is materially incorrect, the sale will be rescinded if the product is returned to Propstore in the same condition in which it was at the time of sale. In order to satisfy Propstore that the Guarantee of Attribution is materially incorrect, Propstore reserves the right to require the buyer to obtain, at the buyer's expense, the opinion of two experts in the field, mutually acceptable to Propstore and the buyer.

In the event a sale is rescinded in accordance with condition 10.2, Propstore shall repay to the buyer the purchase price. Repayment of the purchase price shall be the buyer's sole remedy for an incorrect Guarantee of Attribution, to the exclusion of all other remedies to the extent permissible at law. It is specifically understood that this will be considered the buyer's sole remedy under this clause 10.

The buyer expressly agrees that Propstore shall not be liable in whole or in part, for, and the buyer shall not be entitled to recover, any special, indirect, incidental or consequential damages including loss of profits or value of investment or opportunity cost.

Except as expressly provided in these Conditions Propstore shall have no liability to the buyer in respect of a product and all and any implied warranties and conditions are excluded to the fullest extent permitted by law.