

Terms & Conditions

Conditions of sale

(The German version of these conditions is binding)

The following terms and conditions are hereby accepted upon a personal, written or telephonic participation in the auction as well as in the following post-auction sale.

1.

Kunstauktionshaus Schloss Ahlden GmbH (hereinafter named as the „Auctioneer“) auctions publicly as defined by § 383, Abs. 1 Satz 1 BGB as an agent on behalf and for the account of the depositor.

2.

a) All items coming up for auction may be inspected and examined prior to the auction. The items are used. They will be auctioned in the condition in which they are at the moment of sale. The catalogue descriptions are made to the best of our knowledge and belief. However they are for information purpose only and are not part of the contracted nature of the items as defined in § 434 BGB; in particular, they do not constitute any warranties according to § 443 BGB. The same applies to verbal or written information, including so-called Condition Reports, and the name of the items in the auction. Adverse effects on the condition are not consistently mentioned in the catalogue, thus missing information thereto also does not constitute any agreement on a quality. Moreover, the auctioneer reserves the right to correct catalogue information prior to the auction; in that case the corrected information supersedes the replaced catalogue description.

b) The buyer cannot claim the auctioneer for defects, if he has fulfilled his duty of care. If justified complaints were carried forward in time within a limitation period of 12 months from the date of the auction, nevertheless the auctioneer will agree at his own choice to assign his claims against the consignor to the buyer or to assert its claims against the consignor by himself; the costs of legal prosecution against the consignor bears the buyer, provided that the auctioneer receives no reimbursement of costs by the consignor. In the event of a successful claim the auctioneer will refund the buyer the purchase price plus buyer's premium step by step against the return of the item. Any further claims are excluded.

c) The liability of the auctioneer for compensation for financial losses for whatever reason is excluded, unless the auctioneer acted with intent or gross negligence. The liability for injury to life, body or health remains unaffected.

3.

- a) The auctioneer reserves the right to offer any lot for sale in a different order from that given in the catalogue, to combine or to separate any lots or to withdraw any lots from the sale.
- b) The auctioneer reserves the right for oneself to correct catalogue-descriptions about the items. These corrections are posting in the viewing-rooms of the auctioneer or occur directly verbal before the item is called by the auctioneer. The auctioneer is not responsible for these corrections.

4.

- a) The lot numbers are usually called for the estimate price given in the catalogue. The price increases regularly in 10 %. A bid is a binding offer and remains in effect until the lot number is knocked down. A lot will be knocked down if no overbid has been made after three calls and the limit agreed with the consignor is reached. Bids with a reserved knockdown shall be binding on the bidder (§ 158 BGB/German Civil Code) for six weeks from the day of knockdown. In the case the bid would not get successful –within this period, the unreserved knockdown will be cancelled.
- b) A reserved knockdown take effect on the moment when the auctioneer confirms the bid by the corresponding written tendering of account within 6 weeks after the sale.
- c) The knockdown commit to purchase

5.

The auctioneer may refuse any bids, in this case the bid given before is binding. If two or more persons bid the same amount, lots shall be drawn. If disagreement exists on a successful bid, the auctioneer reserves the right at his discretion to repeat the knockdown immediately to a certain bidder or to call up the lot again. The auctioneer may rescind a decision and put the lot up for sale again if a higher bid made in time has been overlooked and the auctioneer's attention is drawn to it by the bidder immediately or if the decision is open to other doubt.

If a successful bidder declares his offer as not valid, the auctioneer may nevertheless knock down the lot to him and prosecute him for resulting rights but he also may knock down the lot to a person with the next lower bid or he may put up the lot for sale again.

6.

a) Every bidder buys in his own name and for his own account, that means he is personally liable. If a bidder wants to bid in the name and account of a third person, he has to inform the auctioneer in writing at least 24 hours prior the sale about name and address of the agent and presentation of a written power of attorney. When the details did not come in, the bill of sale come about the bidder. Bidders/new clients who are not personally known to the auctioneer, are required to prove their identity before the –auction begins.

b) Written bids (order to bid) must come in at least 1 day prior the sale. The bidden prices did not comprise surcharge and tax. Decisive is the Catalogue-number and not the indication of item. Every bid will be enlisted only as far as necessary to outbid other bids. The written bid is irrevocable and obliging and remains in effect during the auction and the post-auction sale. It will be cancelled 8 weeks after the date of the auction.

c) Bidding by telephone presupposes a minimum estimate of Euro 1.000. - on any item. Telephonic bids shall be confirmed in writing. With the application for bidding by telephone the bidder gives his approval for a possible recording of the telephone call. This does not mean, that the auctioneer is obliged to record every telephone call. The auctioneer is authorized to bid for the bidder up to the price printed in the catalogue, if the telephone line will not be achieved or if the telephone line will be interrupted during bidding. The auctioneer does not guarantee the processing of the bids. Especially he does not guarantee for the establishing or maintaining of the telephone connection or faults of transmission.

7.

From the fall of the hammer onwards every lot will be in the risk of the buyer under §§ 446, 447 BGB (German Civil Code). The buyer is obliged to takeover the items immediately at Kunstauktionshaus Schloss Ahlden. The ownership shall not pass to the buyer until full payment has been received. The reservation of the ownership concerns every single lot bought by the same customer and it remains in effect until full payment is received for every lot, bought by the same customer at the current and previous auctions. In favour of the consignor the auctioneer makes use of his right to keep all items until complete payment. Regardless of this right of keeping the items requirements of arrears are valid.

8.

The hammer price is just the net price. The successful bidder must pay a premium of 25 % which includes VAT (at present 19 %).

Exports in third countries (i. e. non EC) will be exempt from VAT if the exportation by the customer takes place within 3 months after the auction. The VAT will be refunded as soon as the form certifying the exportation has been returned.

The final price is to pay immediately by the buyer in Euro (€). If the offer was made personally, the payment has to be made either in cash or by confirmed cheque to the auctioneer. The bidder falls into arrears when the final amount is not revealed on the account of the auctioneer on the 8. day at the latest. Kunstauktionshaus Schloss Ahlden GmbH is legitimated to assert and to collect in his own name the total claim for the consignor through the courts or out of the court.

The auctioneer reserves himself to recheck and to correct the invoices which are made out during an auction or immediately thereafter if needed.
9. If the customer is in arrears with his payment or purchase of the items, the

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If the customer is in arrears with his payment or purchase of the items, the auctioneer is legitimated at his choice to claim fulfilment of the contract for sale or to withdraw from the contract of sale and to put up the lots for auction again and to request compensation because of non-performance. If an item is sold during a renewed auction, the first buyer is liable for a possible minimum proceed including the charges for resale(s). In the contrary he has no claim to the surplus and he can be excluded from further bids.

10.

The buyer has to collect his purchases immediately from the auctioneer, at latest within 10 days from the acceptance of the bid. Afterwards the auctioneer is justified to store the items in the name and on the account of the buyer at a third person. Liabilities for any damages, loss or mistakes are –refused for items stored at the auctioneer. Shipment will be effected only on buyer's special request without exception on his costs and risk.

11.

After termination of the auction and full payment buyer and seller may ask the auctioneer for the address of the contracting party. The inquiry must be drawn up in writing.

12.

a) The foregoing conditions shall apply in general also to the post-auction sale and any sale by private contract.

b) Place of performance and place of jurisdiction, for any legal proceedings including default proceedings, within the commercial area is Walsrode. That shall be applicable although the client may living in an area within the German law is not operative or his place of residence is unknown at the date of the complaint collection. Legal relations shall be governed by the

law of the Federal Republic of Germany. The regulations of the UN right of purchase about the international goods purchase do not applied.

13.

Should any provision hereof become wholly or in part ineffective, the validity of the remaining provisions shall not be affected thereby. In case of dispute, the German version of these Conditions of Sale shall prevail. Deviating and additional agreements requires in writing.