

Widder Auctions

Rules of procedure

Version August 2026

1. Eligibility

(1) Kunsthandel Widder GmbH (hereinafter referred to as "Auction House") carries out public auctions as commission business under the name of Widder Auctions in accordance with the provisions of these rules of procedure and accepts orders for sale by auction in accordance with these terms and conditions. The statutory provisions only apply on a subsidiary basis. Mandatory legal regulations, such as the Consumer Protection Act, remain unaffected. Conflicting terms and conditions of the Auction House's contractual partners are not the contractual basis and are ineffective.

(2) The auction can take place in one's own name, on a commission basis or through an intermediary, inside or outside the business premises, on the Internet or with the help of any other distribution medium.

(3) The Auction House also accepts objects for sale outside of auctions.

2. Acceptance and rejection of objects, hallmarking

(1) Movable objects of all kinds, especially works of art and Antiques with the exception of the objects listed in section 2 (2)

(2) The Auction House does not accept any objects that arouse the suspicion that they have come into the Consignor's possession, misappropriated or illegally exported.

(3) The acceptance of objects for auction can be refused, even without a reason.

(4) The Auction House reserves the right to withdraw objects that have already been accepted from the auction at any time without giving reasons.

(5) In the case of objects that are taken over from abroad, the Auction House may request proof of customs clearance and an export permit.

(6) The Consignor may be requested to provide identification.

(7) Objects that do not comply with the statutory hallmarking regulations are accepted with the reservation that the Consignor bears the risk and costs of the hallmarking.

(8) The decision as to whether precious metal objects are to be hallmarked is made by the Auction House in agreement with the hallmarking office. To determine the type and extent of the hallmarking requirement, the Auction House can carry out fineness tests itself or have expert reports drawn up at the expense of the Consignor.

(9) The costs for the prescribed official hallmarking inspection, collection and manipulation fees as well as fees for carrying out fineness tests and hallmarks are passed on to the Consignor by the Auction House.

(10) The Auction House does not guarantee that objects containing parts of dead animals subject to species protection may be exported from Austria or imported into other countries. Upon request and against reimbursement of costs, the Auction House is prepared to conduct procedures for the approval of export/import.

3. Auction order, confirmation of acceptance, fees for Consignors

(1) The transfer of objects to the Auction House shall be recorded on the Agreement for Consignors with an integrated list of the objects to be transferred and shall be signed by the Consignor. The takeover shall be noted on the Agreement for Consignors, which confirms the takeover of the objects consigned. If the deposited objects are taken over at a later date, this shall be noted on the Agreement for Consignors.

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(2) Any disadvantages resulting from incorrect or incomplete information shall be borne by the Consignor.

(3) By signing the Agreement for Consignors, the Consignor agrees to the auction conditions and provisions of the Auction House's Rules of Procedure, the description of the objects, the limit and the starting and estimated prices. The Consignor shall receive a copy of the agreement and the rules of procedure or their abridged version upon consignment. Objections must be raised immediately in writing.

(4) Unless otherwise agreed, the Consignor shall bear the costs of transporting the works of art to be auctioned to the Auction House.

(5) The payment of the auction proceeds, the withdrawal of the auction order and the return of unsold objects shall take place upon presentation of the Agreement for Consignors. The Auction House may demand written proof of his / her right of disposal and the submission of ID from the carrier of the acceptance confirmation.

(6) The fee for Consignors is based on the highest bid. If an object remains unsold, no Consignor's fee shall be charged. If the auction is successful, the fee is 20% up to € 5,000, 15% over € 5,000 up to € 10,000 and 12% over € 10,000. All fees are inclusive of VAT. For expensive objects, entire collections, estates or bundles, the conditions are by agreement.

4. Rejected objects

(1) Objects that have been handed over or sent to the Auction House but whose acceptance for the auction has been refused and which the Consignor has not picked up within the set deadline will be returned to the Consignor at his / her own risk and expense stored in the Auction House or outside at the expense and risk of the Consignor. The same applies to objects that the Auction House has withdrawn from the auction.

(2) The Auction House reserves the right, without giving reasons, to withdraw objects from the auction until the bid is accepted.

5. Estimation, description, pricing and limits of objects

(1) The experts of the Auction House shall examine the objects consigned for auction and provide an estimate and description. They shall determine the estimated prices and the minimum selling prices (limits) in agreement with the Consignor. The price range between the upper and lower estimated price is a guideline within which the highest bid can be expected. The estimated and starting prices as well as the descriptions are prepared with care and conscientiousness. The Auction House does not assume any guarantee and is in no way liable for damage, financial or other loss caused by incorrect incorrect pricing or descriptions.

(2) The information provided by the Auction House's experts, even if made in advance of an auction order, does not constitute a guarantee of a specific quality or a specific value, they are subjective opinions.

(3) The objects consigned will not be auctioned below the agreed minimum sale price (limit). If the minimum selling price is not reached at the auction, the object may be sold as subject to reservation. The final sale will only take place after the Consignor has given his/her consent

(4) The descriptions of the objects are subjective opinions of the Auction House experts and mean:

a) First and last name of the artist with dates of life and the designation "signed" or "monogrammed": a clearly assignable work by the artist.

b) "Attributed": a likely, but not necessarily authentic, work by the artist.

c) "Area": a work created within the artist's sphere of influence.

d) "Inscribed": a probable work, but not signed by the artist's hand.

e) "Workshop": a work created in the artist's immediate environment.

f) "School": a work created in temporal and stylistic proximity to the artist.

g) "Succession": a stylistically related work by the artist that emerged as a successor.

(5) The Auction House may correct catalog information prior to the auction. Such corrections shall be made by publication on the website or by verbal notification by the Auctioneer immediately before the object in question is offered for sale. In this case, the Auctioneer shall only be liable for the accuracy of the corrected information.

(6) The translation into English of the auction information, the description of the objects and the General Terms and Conditions and Rules of procedure is merely a non-binding aid. The Auction House cannot accept any liability for the accuracy of the translation.

6. Viewing and inspection, condition of objects and complaints

(1) All objects sold at auction may be inspected and examined by prospective buyers in their original condition during the pre-inspection period. Claims for damages, in particular consequential damages, are therefore excluded. This also includes the 14-day right of return for remote purchase.

(2) The place and duration of the viewing shall be determined by the Auction House.

(3) The Auction House may also present objects in previews outside its business premises.

(4) Since all objects can be viewed on site and photographs of the objects are posted online and/or shown in a catalog, no detailed condition reports on the condition and condition of the works of art (restorations, paint chips, scratches, holes, cracks, creases, folds, edge holes, foxing, soiling and the like) will be published.

(5) Complaints or objections to the condition of an object are generally not mentioned in the auction catalog. Every buyer has the opportunity to inspect and check the objects to be auctioned before the auction.

(6) The Auction House is happy to issue condition reports on individual objects upon request. These are merely a subjective assessment for which the Auction House assumes no liability. The Auction House expressly points out that it is advisable to inspect the objects in its original condition or to request a condition report before placing a bid. Any damage to the artwork, restoration or other signs of age and use already existing at the time of the auction expressly do not constitute grounds for complaint.

7. Withdrawal of objects

(1) The Consignor may withdraw objects that he/she has consigned to the Auction House for auction 0 to 7 days before the start of the auction against payment of a withdrawal fee amounting to 25% of the lower estimate price. For objects withdrawn 8 to 30 days before the start of the auction, a withdrawal fee of 15% of the lower estimate price will be charged.

(2) The Auction House may immediately terminate the contractual relationship with the Consignor in writing, verbally, by telephone or by electronic notification if one of the following points listed occurs:

a) the Consignor has not issued instructions to the Auction House for further business transactions despite repeated requests, or

b) the realization of the sale is impossible or unreasonable for the Auction House for legal, moral, ethical, social or business policy reasons, or

c) reasons for a rejection within the meaning of section 2 (2) emerge retrospectively, or

d) if there are reasonable doubts as to the necessary power of disposal of the Consignor, or

e) the Consignor has provided false information about the object to be auctioned, his/her person or any other circumstances relevant to the transaction.

8. Unsold and withdrawn objects, post-auction sale (aftersale)

(1) Objects remaining unsold in the auction under the agreed conditions (limits) may be offered in the post-auction sale (after-sale) at their minimum sale price (limit) or, if no limit has been agreed, at

the starting price and may also be sold directly by the Auction House until the objects are collected by the Consignor or the post-auction sale has ended.

(2) The provisions of the Rules of Procedure relating to consigned objects shall also apply in the same way to those objects that are sold in the post-auction sale.

(3) After the conclusion of the post-auction sale, the Consignor shall be requested to collect the consigned objects. If the Consignor fails to comply with the request within the collection period of 30 days set for him/her, the Auction House shall be entitled to sell or remove the unsold objects

a) to auction or otherwise dispose of the unsold objects at market conditions without further notice, or

b) return them to the Consignor at his/her expense and risk, or

c) to store the unsold objects at the cost and risk of the Consignor, if necessary also outside the Auction House.

(4) If objects are withdrawn by the Auction House and the Consignor fails to comply with the request to collect them within the period set, the procedure is the same as in Section 8 (3).

9. Viewing and display, photos, illustration fees

(1) The Auction House shall be free to choose or change the place, medium and date of the auction, the place and date of the viewing and the display and the choice of the means of transportation required for this, as well as the publication, design or change of auction catalogs or other advertising material.

(2) As a rule, the upper and lower estimated price and, in the case of auction platforms, the starting price are stated in the descriptions.

(3) If the Auction House publishes advertising material (catalogs, directories, etc.) for certain auctions, all objects to be auctioned will be included if possible. The Consignor grants the Auction House the unrestricted right to photograph and illustrate the objects consigned. He/she agrees in principle to the illustration of his/her objects subject to reimbursement of costs. Unless an agreement is reached between the Auction House and the Consignor on the specific illustration modalities upon handover, the following modalities shall be agreed

(4) Illustration fees:

a) Objects illustrated online only: € 50,- per object and for

b) Auctions with printed catalog € 100,- per object.

c) Single illustration on the catalog title € 400,-

(5) The Auction House reserves the right to use, reproduce and distribute the images produced by the objects consigned in for whatever purpose, in particular for general promotion of the Auction House's business activities.

(6) Viewing and bidding at auctions is also possible online. In this case, the objects are displayed by describing and illustrating the auction objects on the Auction House's online platform and, if applicable, on external platforms. Viewing of the objects is possible during the viewing period, the gallery opening hours and by arrangement.

(7) Before the start of an auction, all objects to be auctioned shall be put on display for at least two weeks in order to give prospective buyers the opportunity to inspect the condition of the objects.

(8) The Auction House reserves the right to make it possible to view an auction at a branch office, a representative office of the Auction House or at a company affiliated with the Auction House.

10. Conduct of the auction, bidder registration, bids

(1) The auction shall take place at the place of business of the Auction House or at the location of the exhibition or viewing under the direction of the Auctioneer of the Auction House.

(2) The auction is open to the public. Interested parties may bid in the auction room on site, by telephone, by purchase order or on the Internet. Bidding in the auction room is done by showing the

assigned bidder number, raising the hand or by other clear and distinct gestures or by calling out to the auctioneer.

(3) Bidder registration will take place in the auction room approximately half an hour before and up to the start of the auction. Potential bidders fill out a bidder form with their name, address, telephone number and e-mail address and receive a plaque with their assigned bidder number. If a bidder has not registered, he/she will be assigned a bidder number by an employee of the Auction House and given the bidding form to fill out if the bid is successful.

(4) The bidding of an object begins with the naming of the lot number and/or the artist's name and/or object description and the starting price. The starting price generally corresponds to the lower estimate, but may be set higher or lower by the Auctioneer.

(5) All prices in the catalog and in the auction are in EURO. Information provided by the Auction House regarding the equivalent value of other currencies and exchange rates is non-binding.

(6) As a rule, the objects will be auctioned according to the increments listed in the table below. However, the Auctioneer is entitled to deviate from these Increments. The lot is sold (knocked down / contract concluded) when the highest bid has been accepted. If the minimum selling price (limit) is not reached, the object may be sold subject to reservation. In the case of online bids, the highest bidder shall be deemed to have accepted the bid at the end of the auction, unless the auction conditions provide otherwise. If the minimum price agreed with the Consignor is not reached, the bid will not be accepted or the object will be sold under reservation. If the starting price is reduced during the bidding, the auction process begins with the first valid bid. If only one bidder submits a bid, this bidder shall be awarded the contract. The acceptance of a bid may be made dependent on the fulfillment of conditions (e.g. proof of identity, credit card deposit, bidder deposit, etc.).

Highest Bid from	Highest Bid to	increment
€ 0	€ 99	€ 10
€ 100	€ 699	€ 50
€ 700	€ 999	€ 100
€ 1.000	€ 2.999	€ 200
€ 3.000	€ 3.599	€ 300
€ 3.600	€ 3.999	€ 400
€ 4.000	€ 6.999	€ 500
€ 7.000	€ 15.999	€ 1.000
€ 16.000	€ 29.999	€ 2.000
€ 30.000	€ 35.999	€ 3.000
€ 36.000	€ 39.999	€ 4.000
€ 40.000	€ 149.999	€ 5.000
€ 150.000 +		€ 10.000

(7) Each bidder is considered to be acting in his / her own name, unless he / she can prove in writing that he / she is acting as a representative of a named interested party.

(8) The Auction House may require a Bidder to make a down payment of 10% of the lower estimate price of the objects he/she has declared his/her intention to bid for.

(9) The Auctioneer of the Auction House is entitled to separate, combine or withdraw lots, to change the order of the lots and to sell lots subject to reservation.

(10) The Auction House may reject bids without giving reasons. In particular, if it is to be feared that the bidder will not pay the highest bid. In this case, the previous bid becomes effective.

(11) If there is no bid, the object will be put on hold. However, it can be the same Auction can be

offered again at a lower starting price.

(12) By placing a bid, the bidder confirms that he/she has checked the condition and description of the object prior to the auction.

(13) In the event of differences of opinion, double bids or if a bid has been overlooked, the Auctioneer may cancel a bid that has already been awarded and auction objects again.

(14) Agreements between interested parties aimed at reducing the highest bid are prohibited. Offenders may be excluded from the auction.

(15) Any behavior that is likely to disrupt or distort the orderly conduct of the auctions, as well as any attempt to deter or discourage auction participants from bidding, is prohibited. Offenders may be expelled from the auction.

(16) Bids placed via our auction-platforms may be subject to an online fee of 3% of the highest bid. This fee applies to both sealed bids and live bids.

11. Fees for buyers, buyer's premium and artist resale rights

(1) The purchase price consists of the highest bid plus the buyer's premium, value added tax and, if applicable, the artist resale right fee. The buyer's premium is made up as follows:

a) In the case of differential taxation, a premium of 28% shall be added to the highest bid. The VAT is already included in the differential taxation.

b) In the case of normal taxation (marked ° next to the estimate) a premium of 24% is added to the highest bid. The mandatory sales tax is added to the sum of the highest bid and the premium. The sales tax amounts to 13% for paintings, drawings, prints, graphic works and sculptures, and 20% for photographs and all other items.

c) In the case of export to countries outside the EU, VAT may be waived if the work is not subject to differential taxation. In this case, the export can only be carried out by a forwarding agent. The export must be documented in writing and, as a rule, the VAT paid will only be refunded after the documented export.

d) In the case of exports to companies with a valid VAT number within the EU, VAT may be waived if the work is not subject to differential taxation.

(2) Works that are subject to the artist resale right payment are marked with * next to the artist's name. The non-refundable artist resale rights payment shall be charged in the form of a surcharge on the highest bid and shall only be paid if the highest bid amounts to at least € 2,500. The artist resale right is remunerated as follows:

a) 4% of the first € 50,000 of the highest bid

b) 3% of the additional € 150,000.00 (50,000.01 - 200,000.00)

c) 1% of the additional € 150,000.00 (200,000.01 - 350,000.00)

d) 0,5% of the additional € 150,000.00 (350,000.01 - 500,000.00)

e) 0,25% of all other amounts (over 500,000.01)

The maximum resale right is not more than € 12,500.00.

The resale right tax is payable up to 70 years after the artist's death.

(3) For bids placed via the following online platforms, platform fees will also be charged to the buyer in addition to the highest bid, the buyer's premium and any applicable taxes.

The platform fees are calculated on the basis of the highest bid and currently amount to:

a) Lot-tissimo & The-Saleroom (www.lot-tissimo.com, www.the-saleroom.com): 3%

b) Drouot (www.drouot.com, www.drouot-online.com): 3%

c) Invaluable (www.invaluable.com):

– for a highest bid of up to USD 200: USD 10

– for a highest bid from USD 200 to USD 10,000: 5%

– for a highest bid over USD 10,000: USD 500

The conversion of the fees stated in US dollars shall be made at the exchange rate applicable on the

day the invoice is issued and shall be charged in euros.

- d) Interenchères (www.interencheres.com): 1.8%
- e) LiveAuctioneers (www.liveauctioneers.com): 5%
- f) EasyLive Auction (www.easyliveauction.com): 3.6%
- g) Bidsquare (www.bidsquare.com): 3%
- h) Bidspirit (www.bidspirit.com): 1%
- i) Axioart (www.axioart.com): 5%

For works of art subject to normal taxation, the platform fee is subject to 13% VAT; for works of art subject to differential taxation, it is subject to 20% VAT. For tax-exempt invoices, no tax shall be charged.

(4) The Auction House will only hand over the auctioned objects after full payment has been made.

(5) Ownership of the objects does not pass to the buyer until the purchase price and all fees have been paid in full.

12. Terms of payment and identification

The purchase price of the object must be paid by the buyer to the Auction House within 10 days of invoicing. Payment can be made by bank transfer, in cash or by debit card. Payments by credit card or Paypal can only be accepted in exceptional cases and are subject to a surcharge on the purchase price: Mastercard and VISA: 2.5%, American Express and Paypal: 4.5%. For amounts of 10,000 euros or more, there is a legal obligation to provide proof of identity.

13. Transfer of ownership

Delivery and transfer of ownership of the auctioned objects shall only take place after full payment of the purchase price including all interest, fees, costs and expenses.

14. Fulfilment, withdrawal from the contract, covering sale

- (1)** Buyers are obliged to pay the purchase price (highest bid plus fees and all applicable taxes and duties) of the auctioned objects within 10 days of the invoice date.
- (2)** If the Buyer does not fulfill his/her obligations arising from the purchase contract concluded with him/her and these Terms and Conditions or does not fulfill them in full despite a request for payment within the period granted to him/her, the Auction House shall be entitled, without prejudice to any other rights, for itself and/or the Consignor to
 - a) either to continue to insist on the fulfillment of the purchase contract and, in addition to the payment of the purchase price, to require the buyer to pay all interest in the amount of 5% of the arrears, calculated on a daily basis from the 14th day after the invoice date, costs and expenses, including the costs of legal representation to enforce the fulfillment of the purchase contract, or
 - b) to withdraw from the purchase contract. In this case, the Auction House reserves the right for itself and/or the Consignor to demand compensation from the Buyer for all damages caused by him/her, which may arise after a covering sale, in particular from fees, expenses, costs incurred and loss of lower purchase prices including all costs and expenses as well as the costs of legal representation, etc., or
 - c) to re-auction the object for the account of the buyer, or
 - d) to cancel the knockdown (sale) and, if known, to award it to the bidder who has placed a lower bid on the respective lot. A no-fault penalty of 25% of the purchase price may be imposed on the buyer who has not fulfilled his/her payment obligation.
- (3)** The Auction House is entitled to offset all payments made by the Buyer against these outstanding claims. In the event of a commission sale, the Auction House is entitled to assign these claims to the Consignor in accordance with the statutory commission provisions. In the event of a covering sale or

re-auction by the Auction House on behalf of the Buyer, the Buyer shall be treated as a Consignor with regard to the applicable fees.

15. Collection and pick up of sold objects by buyers

(1) Domestic buyers are obliged to collect the bought objects within 14 days of the invoice date. Otherwise, the Auction House may charge storage fees. The collection period for buyers from abroad is a maximum of 28 days of the invoice date. If auctioned objects are not collected within the collection period, the Auction House is entitled to charge storage costs. These amount to 1% of the highest bid per commenced month.

(2) Within the collection period, the auctioned objects are insured by the Auction House. After the collection period has expired, the auctioned objects are stored at the buyer's own risk.

(3) The buyer is responsible for the packaging and shipment of auctioned objects. These shall be at the sole risk and expense of the buyer.

(4) After a period of 90 days from the day of the invoice date, objects bought but not collected may be put up for auction again by the Auction House at the sole cost and risk of the buyer. The defaulting buyer will be treated as a Consignor with regard to all fees. Any storage costs, consignor commissions and photography costs will be deducted from the proceeds in the same manner as for any other Consignor.

16. Right of Lien

The Consignor and the buyer grant the Auction House a right of lien and retention on the objects brought in by him or the objects acquired by him / her. This lien serves to secure all current and future, also conditional, limited and not yet due claims to which he / she is entitled from all legal transactions concluded with the buyer or Consignor. The right of lien also extends to claims for damages including the costs of legally friendly representation.

17. Guarantee of authenticity

(1) The estimates, descriptions and technical determinations of the objects are carried out by experts of the Auction House to the best of their knowledge and belief. The Auction House guarantees the authenticity that the objects in the auction come from the named artists or authors.

(2) All information, apart from those about the artist, is based on published or generally accessible scientific findings that have been carefully researched by the Auction House's experts. The Auction House does not guarantee the correctness of the description, in particular the indication of the origin, age, epoch, manufacture, materials, etc.

(3) Only defects and damage to the objects will be listed in the condition report if they have a significant influence on the commercial or artistic value. The Auction House assumes no liability for the condition of the objects.

(4) If a buyer proves the inauthenticity within two years after the auction, the Auction House will reimburse him / her step by step against the return of the (unchanged) object. The Auction House is not obliged to provide such a warranty if the object has been altered after the auction.

(5) Other complaints and claims of any kind whatsoever regarding the price, quality or condition of the auctioned objects or claims for damages, insofar as they are not already covered by the guarantee of authenticity pursuant to section 17, are excluded against the Auction House and those persons for whom it would be responsible without the exclusion of liability, provided that in the case of purchase contracts with consumers within the meaning of the Consumer Protection Act, any further claims are not based on grossly negligent or intentional behavior on the part of employees of the Auction House.

(6) If the generally accessible scientific findings and the opinions of generally recognized experts

change by the time of the complaint, the Auction House is entitled, at its sole discretion, either to cancel the purchase at the expense of the Consignor or to reject the complaint.

18. Insurance and Compensation

(1) All objects handed over to the Auction House with its consent are insured against loss and damage until the due date of the purchase price or until the end of the collection period pursuant to Section 8 (3) or Section 15 (1). The insured value of the objects is equal to the lower estimated price, unless a minimum sale price (limit) has been agreed, in which case the insured value is equal to the minimum sale price.

(2) Liability vis-à-vis the Consignor shall commence upon acceptance of the property until the knockdown. Liability vis-à-vis the buyer shall commence with the acceptance of the highest bid and shall end at the end of the collection period pursuant to Section 15 (1). The objects shall be insured against loss and damage in the amount of the highest bid from the time of acceptance of the bid. Thereafter, the object is only insured for a maximum of 6 months after invoicing if there is no delay in payment. In the case of unsold objects, liability towards the Consignor ends at the end of the period set for him/her to collect the objects or after the end of the subsequent sale of 6 weeks and a collection period of 30 days. Thereafter, liability for the objects shall only be assumed if the Consignor or the Buyer has agreed this with the Auction House. In this case, the Consignor or the buyer shall also bear the costs of insurance.

(3) In the event of loss or total loss of an object, the insured value shall be reimbursed to the Consignor. In the case of objects that have already been sold, the buyer shall be reimbursed the respective purchase price. In the event of damage to an object, the Auction House shall reimburse the costs of restoration and the reduction in value as determined by the insurance company.

(4) The Auction House shall only be liable for damage to the objects caused by natural events, force majeure, pests, climatic fluctuations or similar in the case of gross negligence or willful misconduct.

19. Sales Fees, Payment of Sales Proceeds

(1) After full payment of an auctioned object, but no earlier than 30 days after the conclusion of the auction, the Consignor shall receive the proceeds of the sale minus all commissions, taxes, other fees and costs.

(2) If several objects have been consigned, partial payments for individual objects that have already been sold may also be paid out to Consignors to the extent that sufficient cover remains for all claims of the Auction House for whatever legal reason.

(3) If the Buyer lodges a complaint about an auctioned object within the collection period set out in section 15 or within the statutory warranty period, the Auction House shall be entitled to suspend payment to the Consignor until the complaint has been finally settled. However, if the buyer's complaint to the Auction House is justified, the Auction House may finally refuse payment to the Consignor in whole or in part. If the proceeds of the sale have already been paid out, the Auction House may reclaim them in whole or in part and must be refunded by the Consignor immediately upon request.

(4) When the proceeds of the auction are paid out, the Consignor shall receive a statement of account. The statement provided shall show the highest bid and his sales commissions

(5) As a rule, the proceeds of the sale shall be paid out by bank transfer.

20. Reimbursement of expenses

All expenses incurred in connection with a business transaction, such as postal charges, freight and storage costs, legal fees, advertising costs, etc., shall be reimbursed to the Auction House by either the Consignor or the Buyer in accordance with the principle of causation.

21. Purchase orders

(1) The Auction House accepts purchase orders in written, verbal and telephone form or via the Internet. Verbal purchase orders are only binding if they are confirmed by the Auction House in writing (e.g. e-mail). The Auction House will bid on behalf of the Client up to his/her purchase limit at the auction. The Auction House reserves the right to reject bids without giving reasons, to make acceptance dependent on the provision of a security to be provided prior to the auction or to disregard purchase orders that have already been received. By submitting a bid, the bidder accepts the provisions of the Auction House's rules of procedure. The Auction House assumes no liability for the error-free processing of purchase orders.

(2) The Auction House can only guarantee the execution of written and telephone orders if these have been received in writing (letter, e-mail, fax or personal delivery to the Auction House) at least 24 hours before the start of the auction. For pre-bids or live bids via the Internet, the conditions set out in section 22 apply.

(3) Written bids shall be treated as if they had been submitted in the auction room. The Auction House shall bid on behalf of the party placing the written bid up to his/her purchase limit.

(4) Written bids must be clearly identifiable and should contain the following objects:

- a) the lot number of the object to be bid on,
- b) the artist's name or a brief description of the object,
- c) the highest bid (without commissions, taxes or resale rights) up to which the Auction House is to bid,
- d) the name, address, telephone number, e-mail address and signature of the Bidder.

(5) The Auction House has the right to obtain proof of identity and bank details of the Bidder.

(6) Bids with equal highest bids shall be ranked according to the order in which they are received, if this is evident.

(7) Telephone bidding is possible if the bidder sends a written registration for telephone bidding to the Auction House in advance. If, for whatever reason, no telephone connection is established, the Auction House may bid for the Bidder up to the lower estimated price of the object. In this case, however, the Auction House is not obliged to accept the bid.

(8) The provisions of the Rules of Procedure for Participation in Auctions shall apply mutatis mutandis to online bids.

(9) Bids can be revoked up to 24 hours before the start of the auction, after which revocation is no longer possible. The revocation must be sent in writing by post to Johannesgasse 9-13, 1010 Vienna or by e-mail to office@widderauktionen.com, must be received no later than 24 hours before the start of the auction and receipt must be confirmed by the Auction House.

22. Bids and sales on the internet

(1) Interested buyers can place pre-bids and live bids on the Internet at live.widderauktionen.com or on external auction platforms. These will be treated like written purchase orders, with the exception that bids can be placed until immediately before the start of the auction and also during the course of the auction and, provided there is no technical fault, will be taken into account by the Auctioneer. External platforms are among others: www.lot-tissimo.com, www.invaluable.com, www.liveauctioneers.com, www.easyliveauction.com, www.the-saleroom.com, www.drouot.com, www.drouot-online.com, www.bidsquare.com, interencheres.com, www.bidspirit.com, www.axioart.com. The Auction House reserves the right to make none or only some of the aforementioned platforms available for online bidding.

(2) Online bids are deemed to be written purchase orders.

(3) Platform-specific terms and conditions can be viewed on the respective platform and supplement the General Terms and Conditions of Widder Auctions.

(4) The Auction House generally conducts the auctions described in Section 10 as "Timed-Then-Live"

auctions. In these auctions, bids can be submitted online on the platforms mentioned in Section 22 (1) during the pre-bidding phase, which starts approx. 3-6 weeks before the auction day. When the auction starts on the auction day, the pre-bid phase turns into a live auction and all bids from the auction platforms, written purchase orders, as well as telephone and room bids are taken into account when determining the highest bid (hammer price). The starting price and bidding steps / increments may change as a result. The highest bid wins the auction.

For such timed-then-live auctions, the rules set out in these Rules of Procedure shall apply mutatis mutandis, with the following additions and exceptions:

(5) Bids placed online can be revoked up to a maximum of 24 hours before the start of the auction, after which revocation is no longer possible. The revocation must be sent in writing by post to Johannesgasse 9-13, 1010 Vienna or by e-mail to office@widderauktionen.com, must be received no later than 24 hours before the start of the auction and must be confirmed by the Auction House.

(6) The Auction House assumes no liability for the continuous and uninterrupted availability and accessibility of its websites, the auction platforms and the Internet and telephone connections. The Auction House therefore also assumes no liability for the timely receipt of bids and their inclusion in auctions.

(7) The Auction House assumes no liability for the access to the Internet platform used by its customers. It is the customer's responsibility to establish access to the Internet and the auction platform in a technically flawless manner and to protect it against disruption/damage.

(8) The submission of bids with the aid of automated data processing processes - for example sniper programs - is prohibited. The Auction House is therefore entitled to eliminate bids placed with the help of such programs.

23. Spellings of prices in catalogs, on auction platforms, in newsletters and on advertising material

The spelling of the estimated, starting and hammer prices as well as the bidding steps varies from auction platform to auction platform. The differences are based on regional specifics, especially with regard to Anglo-American and European spellings and information. The table below shows examples of possible spellings of the number "one thousand" or "two hundred and fifty". The bidder's attention is expressly drawn to the fact that when submitting a bid he/she must ensure that the bid number entered corresponds to his/her intended bid amount. Misinterpretations of periods, commas and spaces (American and European spelling) are not grounds for withdrawal.

Examples of the number "one thousand" and the number "two hundred and fifty". All other numbers and amounts are analogous to these examples.

1.000	=	one thousand
1.000,00	=	one thousand
1,000	=	one thousand
1,000.00	=	one thousand
1000	=	one thousand
1000,00	=	one thousand
1000.00	=	one thousand
1 000	=	one thousand
1 000,00	=	one thousand
1 000.00	=	one thousand

250	=	two hundred and fifty
250,00	=	two hundred and fifty
250.00	=	two hundred and fifty

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24. Export ban for cultural property

(1) The export of works of art from Austria may require a permit from the Federal Monuments Office. The Auction House shall procure such permits only at the special request of the Buyer and against reimbursement of the associated costs.

(2) The Auctioneer shall provide information at the beginning or during an auction about objects that are likely to be placed under monument protection due to their artistic, historical or art-historical significance and for which an export permit is unlikely to be granted.

25. Place of performance and jurisdiction

(1) The place of performance for the legal relationships between the Auction House and the Consignors and the Bidders is the registered office of the Auction House.

(2) All legal disputes arising shall be governed exclusively by Austrian substantive law. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply. The Distance Selling Act / Remote Acquisition Act without giving reasons is excluded.

(3) The exclusive place of jurisdiction for all disputes arising directly or indirectly from an auction transaction shall be the Austrian court with local and subject-matter jurisdiction for Vienna.

26. Data protection, data transfer and data changes

(1) The Auction House does not pass on the data of Consignors, Bidders and Buyers to each other or to other persons, companies, institutions, organizations, etc., except in consultation with the persons concerned. Excluded from this are service providers of the Auction House who are necessary to fulfill the activities and obligations of the Auction House and its business operations.

(2) If the Auction House transfers data to external service providers (e.g. accounting, tax consultancy, shipping companies, insurance, legal advice, etc.) for the fulfillment of tasks, they are obliged to use the data securely in accordance with the GDPR. The data passed on may only be used within the scope of the order placed.

(3) The Auction House shall not disclose personal data without the consent of the person concerned, unless

a) there is an official obligation to provide information or

b) criminal investigations are being conducted by domestic or foreign judicial or police authorities or

c) claims to the auctioned object are asserted by a third party.

(4) If claims to the auctioned object are asserted by a third party for whatever reason, the Auction House shall be entitled to

a) the data of a judicial deposit made or intended in accordance with these Terms and Conditions in conjunction with Section 1425 ABGB and/or

b) the personal details (name, address, telephone number, etc.) of the depositor of the object concerned.

(5) Changes to the contact details of all contractual partners must be disclosed immediately. Anyone who provides incorrect personal contact details or fails to notify the Auction House of subsequent changes shall bear all consequences and any resulting damages themselves or compensate the Auction House. Deliveries and notifications to the contact details last provided to the Auction House shall be deemed effective even if the Consignor or the Buyer is not or no longer present at this address or if these contact details have changed and the Consignor or the Buyer has failed to provide new contact details in breach of the agreement.

(6) The Auction House's detailed data protection information can be found at www.widderauktionen.com/en/datenschutz