

## **General Terms and Conditions (AGB)**

### **auction**

The auction is voluntary. It is carried out in the own name and for the account of the client. Bidders and buyers have no claim to their announcement.

The items put up for auction can be inspected on our premises before the auction and checked at your own risk.

The auctioneer has the right, in exceptional cases, to auction numbers outside the series, to combine, separate and withdraw numbers.

Objects with an estimated price of less than € 60.00 will be knocked down by the auction house to each bid. Daniel Meyer, Antiquitäten & Auktionen, expressly excludes any claim for compensation of difference against the consignor if the price falls below the limit.

Unsold goods must be collected by the consignor at his own expense within 4 weeks of the end of the auction. Otherwise, the auction house reserves the right to charge storage fees of 25.00 € per object and month. If this does not happen after 2 months, the Auction House reserves the right to auction the objects once again with a limit reduced by 50%.

### **Condition, Warranty**

The items which are auctioned and which can be inspected and examined during the preliminary inspection are used without exception and will be auctioned in the condition in which they were knocked down, without guarantee and liability for obvious or hidden defects. After the knockdown, complaints of any kind whatsoever shall not be considered. The auctioneer is prepared to notify the client of any complaints made in good time.

The catalogue descriptions are made to the best of our knowledge and belief, but do not represent any guarantees in the legal sense and are for information purposes only. Complaints about the state of preservation are only mentioned in the catalogue if, in the opinion of Daniel Meyer Auktionen, they impair the overall visual impression of the work of art. As a result, missing information on the condition of the work does not constitute a guarantee or agreement as to its condition.

Interested parties can request a condition report for each work of art. This report, oral or in written form, does not contain any deviating individual agreements and merely expresses a subjective assessment of Daniel Meyer Auctions.

### **Conduct of the auction, bids**

All bids are deemed to have been submitted by the bidder in his own name and for his own account.

Each bidder receives a bidder number after presentation of a valid personal document and admission to the auction by Daniel Meyer Auktionen. With the admission to the auction also the knowledge of the general terms and conditions is confirmed by signature.

Only bids submitted under this number will be considered at the auction.

Subject to the consent of Daniel Meyer Auctions, bids may also be submitted in absentia, i.e. in writing or by telephone. Bids in absentia will generally be accepted if the bidder has applied for admission to Daniel Meyer Auctions at least 24 hours before the start of the auction. The application must name the work of art, stating the catalogue number and catalogue designation. A written bid submitted will not necessarily be fully exploited. The knockdown will be as low as possible, i.e. to the amount of the limit or, if there is another bid, until it is outbid. In the case of telephone bids, a telephone operator present in the room shall be instructed to submit bids in accordance with the instructions of the telephone bidder. In the case of telephone bids, no guarantee is given that the telephone connection will be established.

### **Surcharge, passing of risk, collection**

The bid shall be accepted if, after three calls, there is no higher bid and the limit price prescribed by the Vendor has been reached. If this limit price is not reached, the auctioneer may reject the bid or knock it down subject to reservation, in which case the bidder is bound to his bid for four weeks. If he does not win the unconditional knockdown during this period, his bid shall lapse. If several persons submit the same bid at the same time and no additional bid is made after three calls, the lot shall decide on the knockdown. The auctioneer is entitled to take back the knockdown and to offer the item again if a timely bid has been overlooked by mistake or if there is any doubt about the knockdown.

The knockdown obliges the buyer to accept the bid. The risk is transferred to the buyer upon acceptance of the bid. Present purchasers are obliged to accept the items immediately after the auction, at the latest within seven days after the acceptance of the bid. Absent purchasers are obliged to collect the items immediately after notification of the knockdown. In the case of later collection, we ask for a short notice in order to avoid waiting times. We reserve the right to charge storage fees of 5% of the value of the goods per item for goods that have not been collected by the buyer four weeks after the auction. Each storage and each transport takes place at the expense and risk of the buyer. After receipt of a written dispatch instruction the dispatch is carried out in the best possible way and insured on request. Foreign bidders are responsible for the preparation and organisation of export and customs documents.

### **Purchase price, payment**

The purchase price consists of the hammer price, the premium of 20 % and the value added tax levied on the premium in the respective statutory amount (standard taxation). Buyers

participating personally in the art auction must pay the purchase price without deduction immediately after the bid has been accepted. A deferment of payment is not granted. Delay in payment occurs two weeks after the invoice date.

Invoices issued during or immediately after the auction require special verification and possible corrections. Errors excepted. Verbal information or information via email without written confirmation by official written invoicing are non-binding.

### **Delay**

If the buyer refuses acceptance or payment or if he is in default with the payment of the purchase price, the auctioneer can either demand fulfilment of the purchase contract or compensation for non-performance. In case of default of payment, default interest of 1% per month will be charged. One month after the default Daniel Meyer Auktionen is entitled and, at the request of the consignor, obliged to provide the consignor with the name and address of the buyer.

### **Declaration of consent Data protection**

I agree that my name, address and purchases may be stored and processed electronically by Daniel Meyer Auktionen for the purpose of performing and processing the contractual relationship. Should I not comply with my contractual obligations within the scope of the execution and handling of this contractual relationship, I agree that this fact may be included in a blocking file which is accessible to all auction houses of the Bundesverband Deutscher Kunstversteigerer e.V. (Federal Association of German Art Auctioneers).

### **Disclaimer**

All information contained in our internet pages is a service of Daniel Meyer Auktionen and is subject to the legally protected copyright law. Despite careful procurement and provision of the information, we assume no liability for the accuracy, completeness and timeliness of the information provided in the context of the information service for retrieval and displayed content. The online offer serves for the information of the visitors and does not represent any consultation or recommendation.

In the business premises every visitor is liable for any damage caused by him.

The customer enters the business premises at his own risk. We assume no liability for personal injury.

### **Other provisions**

These auction conditions govern all relations between the buyer and Daniel Meyer Auctions. Oral collateral agreements do not exist. Changes require the written form to be valid.

**German law applies exclusively.**

Severability clause

**Invalidity of contractual provisions**

Should individual provisions of this contract be or become invalid or void, this shall not affect the validity of the remaining provisions of this contract. The parties undertake to replace ineffective or void provisions with new provisions which do justice to the economic content of the ineffective or void provisions in a legally permissible manner.