

CONDITIONS OF SALE

1. Auctioning takes place on behalf of J. A. Stargardt GmbH & Co. KG (hereinafter referred to as the „Auctioneer“) on a commission basis for account of third parties.
2. Auctioning takes place in euros (€). Without exception, the goods can only be collected once full payment has been received. Shipment by the auction house shall take place at the expense and risk of the Buyer. The Auctioneer shall set the increment, which is generally around 5 to 10 %.
3. Bidding shall begin in accordance with the limits set and at no less than three quarters of the estimated prices. The Auctioneer reserves the right to combine or separate lots, to auction them out of sequence or even withdraw them (if there is a special reason to do so).
4. The highest bid shall receive the object and obliges the bidder to take delivery. The Buyer must pay a premium of 28 % on the hammer price, which includes VAT; this is not itemised separately (margin scheme). For catalogue items marked with an *, a premium of 20 % on the hammer price and 19 % VAT on the final invoice amount must be paid (standard taxation). For German companies that are entitled to deduct input tax, the invoice can be issued in accordance with the standard taxation system on request. Export deliveries to third countries (i.e. outside the EU area) and to companies from EU member states are exempt from VAT, provided they are purchasing for commercial use and inform us in writing of their VAT identification number before the auction takes place. All other purchases from EU countries are subject to German VAT. The VAT is refunded to Buyers from third countries if the German customs export certificate is submitted within four weeks after the auction. If we ship the goods, the proof of export shall be deemed as given.
5. Ownership of the auctioned items is only transferred to the Buyer upon full payment of the purchase price, while the risk of accidental loss and accidental deterioration is already transferred upon knockdown. In case of disagreement about the hammer price, the lot shall be auctioned again.
6. If necessary, the Auctioneer can obtain an export permit for the Buyer. The Buyer shall bear the costs and the risk of non-issuance. The Auctioneer shall charge € 40 per permit and any regulatory fees.
7. The amounts owed are due upon knockdown. The Buyer will be deemed to be in default of payment three weeks after the auction. If payment is delayed, the Buyer will be liable for any loss or damage incurred. In this case, the Auctioneer is entitled to demand either fulfilment of the purchase contract or compensation for non-performance. It is entitled to revoke the Buyer's rights from the knockdown and put the object of purchase up for auction again at the Buyer's expense. In this case, the Buyer will be liable for the loss, but has no claim to any additional proceeds.
8. The auctioned items can be inspected before the auction. They are used and are sold without any warranty. Although the information about items in the catalogue is prepared to the best of our knowledge and belief, it does not constitute a guarantee on the part of the auctioneer or an agreement on their contractual quality. The sale takes place without liability on the part of the Auctioneer for any legal reason whatsoever. Exclusion of liability shall not apply to damage arising from injury to life, body or health based on a negligent breach of duty by the Auctioneer or an intentional or negligent breach of duty by a legal representative or vicarious agent of the Auctioneer nor to other damage arising from the grossly negligent breach of duty by the Auctioneer or on an intentional or grossly negligent breach of duty by one of their legal representatives or vicarious agents.
9. Notwithstanding clause 8, the Auctioneer shall guarantee the authenticity of the autographs. The guarantee is based on the current state of research. Claims due to lack of authenticity are only admissible up to the amount of the respective invoice amount and shall expire five years after the date of the auction. Items that show significant defects or deviations from the information in the catalogue shall be taken back at the invoice amount. Any such notices of defects shall expire one year after the date of auction.
10. Clients who are not known to the Auctioneer shall be asked to provide collateral or references. The maximum bids specified in purchase orders are exclusive of premiums and taxes. In the case of written bids of the same amount, the bid that was submitted first shall receive the object. If the order contains a contradiction between the lot number and the code word, the lot number shall be regarded as definitive. The Auctioneer cannot guarantee proper processing of any orders it receives later than two days before the auction.
11. The Auctioneer shall be entitled to withdraw from the Agreement if any suspicion of money laundering arises in the course of the legally prescribed money laundering check.
12. These Conditions of Auction shall also apply, mutatis mutandis, to any post-auction sales.
13. In the case of written bids, telephone bids, bids via the internet and post-auction sales, the provisions on distance contracts pursuant to Section 312 (b)– (d) of the German Civil Code (BGB) shall not apply. The Auctioneer shall not assume any responsibility for the establishment or maintenance of the transmission path.
14. The place of performance and jurisdiction for commercial transactions is Berlin, Germany. German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The enhanced warranty rights of the sale of consumer goods do not apply, as this is a publicly accessible auction (Section 474 (2) BGB)
15. The Buyer accepts these Conditions of Auction by placing a bid or placing a bidding order.
16. In case of controversy over the interpretation of the above provisions the German version shall prevail.

J. A. Stargardt GmbH & Co. KG, Berlin
Wolfgang Mecklenburg, attested public auctioneer



Bundesverband Deutscher Kunstversteigerer e.V.