

# **Historia**<sup>®</sup>

## Auktionshaus

...einfach ersteigern.

### **Terms and Conditions - General Terms of Auction - Information**

Bidders who participate in the auction by phone, in writing or in person accept the following conditions:

The auction is effected on a voluntary basis on behalf of and on account of the client.

The objects are used and of certain age. The objects are in a condition of preservation that corresponds to their age and former use.

Dirt, marks due to use and age, restoration and additions are normal condition of antiques. As mentioned in the shop and according to written and oral status reports the condition of the objects is subject to the official's opinion as well as they are non-binding. These status reports are not to be treated as a guarantee but merely as a subjective estimation on the objects. Descriptions in the catalogue as well as oral information are given in all conscience, and regarding the provenance, are based on the information given by the previous owner.

The objects are sold in their actual condition. Verifiable forgery must be documented by an expertise of an expert (documentation on one's own account). These objects can be complaint or returned to the auction house within 6 months after purchase.

Often images can be reproduced only in small size and there can occur color deviation. However, we are happy to send you photographs with detailed information such as signatures, punches etc. separately on demand. In case of technical, mechanical or electrical objects functional efficiency and completeness of the parts is only guaranteed if marked as "geprüft" ("checked"). Please ask for any damages via e-mail or call us in advance.

The measurements of the paintings refer to the size of the canvas not to the frame, whereas the frame is a free addition to the painting. Signatures on Paintings are examined carefully by different utilities such as black light, color samples etc.

Regarding the statuary the descriptions on the artist refer to the creatorship of the model. The casting can be formed after death of the artist, whereas castings of the 21st century are separated as Posthumous Statuary (Posthume Bildhauerkunst) in a different department. Marginal damages of the sculptures or bases are not necessarily to be mentioned. The bases of the figurative bronzes are part of the indicated size.

Objects with origin of the “Third Reich” are only meant to be sold for the purpose of civic education, defence of unconstitutional ambitions, art and science, research or education, report on events of the day or history or for similar purposes (§§ 86a, 86 Strafgesetzbuch). Acceptance and sale of these objects are subject to these conditions.

All measurements are stated height by width, whereas it is always given the biggest size e.g. overlaying head runner of a board.

The prices stated in the catalogue are minimum prices that often are significantly lower than the market price. A 10% lower price can be accepted under certain circumstances. Generally, bidding starts at the minimum price stated in the catalogue. The minimum bid is up to 50 Euro 5 Euro, from 50 Euro up ca. 10%. Offers without minimum price (o.L.) start at the highest written bid.

Please note that written bids and registration for bids per telephone must be submitted 24 hours before auction at the latest. Otherwise participation cannot be guaranteed. If you bid via telephone we are going to call you at the time the lot will be called. There is no guarantee for the connection (busy number, dead zone, mailbox). However, in case of no other bidding your bid will be accepted at the minimum price. Written bids are considered as the highest bid. Bids submitted will only be considered if they reach the reserve price (minimum price) and only as far as they were not outbid by bidders personally present at the auction or other bidding orders submitted in writing. The auctioned item could also go for less.

New customers that are willing to bid for objects up to four-digit sums or higher have to arrange a proof of their credit with the auctioneer before the auction.

The bid shall be awarded if, after three calls on a bid, no higher bid is offered. The auctioneer is entitled to reject a bid and/or refuse acceptance for certain reasons. Should several persons offer the same highest bid, the winning bid will be decided by the first bid. The auctioneer is entitled to refrain from acceptance and to offer the object again if there are doubts or a bid has been overlooked erroneously. In the latter case the bidder must complain immediately.

Bidders are obliged to take over lots knocked down on them. With the purchase and complete payment of the item, the risk and property goes to the purchaser. According to auction law withdrawal and complaints are not to be accepted.

The auctioneer reserves the right to connect and separate lots as well as to put lots in different sequence or to withdraw lots.

The auctioneer claims an **additional charge of 24%** (20,168% + 19% VAT = 24%) of the hammer price. Bidders personally present at the auction have to pay right after acceptance. Payment must be made in Euro either by credit card, EC-cash or cash. Payment only can be delayed by mutual agreement. Please note: in case of payment by credit card, a 3% surcharge will apply. External bidders have to pay within 10 days after receipt of invoice.

With delay of payment there is an additional charge of 2% of the hammer price per month that covers storage costs and reminder fees. In case of payment or bank transfer in foreign currency or cheques, exchange losses and bank charges shall be to the debit of the buyer. The purchaser is liable for any caused disadvantages due to delay in payment.

If payment is not settled at all, the auctioneer can either demand settlement or claim for compensation in the amount of the provision and is free to cancel the deal without further notice. The purchaser is liable for the losses and loses his rights of the previous acceptance.

**Kommentar [x1]:** unsichere Beschreibung für „Provision“

Furthermore, the purchaser loses any claims to increased revenue and may not attend any other auctions.

**The bidder is obliged to pick up the item immediately after auction or within 10 days after auction.** After that period storage costs will be charged.

If one of these conditions is invalid the validity of the other conditions does not expire. The invalid condition will be replaced by a comparable condition that is legally and economically acceptable.