

Auction Terms and Conditions

The following terms and conditions apply to participating in the auction in person, in written form, by telephone or via internet portals, as well as to post-auction sale and open sale:

- 1) The company Auction House J. Weiner (hereinafter referred to as "Auctioneer") auctions the consigned items voluntarily on behalf of third parties. The consignors remain unnamed in the auction. The Auctioneer is authorized to assert all rights of the consignors on their behalf after the acceptance of a bid.
- 2) The items are auctioned without warranty for material defects, in particular quality, condition, authenticity, and completeness – they are sold as is. Each bidder should review the item(s) during the presale exhibition and clarify any uncertainties about the condition or the authenticity. Catalogs and/or auction lists are created to the best knowledge of the Auctioneer. If the bidder has doubts about the authenticity of a purchased item after the auction, s/he must inform the Auction House immediately. The bidder has to substantiate his/her claim within 4 weeks from the date of the auction with an official report from an expert who is authorized to decide on the authenticity of the object in question. Only in this case is an act of rescission possible. Costs of the expert appraisal commissioned by the buyer are not reimbursed by the Auctioneer.
- 3) The contractual and statutory liability of the Auctioneer (e.g. due to non-fulfillment, supervening impossibility, culpable breach of contract, positive violation of contractual duty, defect in title, tort) is limited to intent and gross negligence. This also applies to any personal liability of the legal representatives and employees, as well as to the Auctioneer's fulfillment and execution aid.
- 4) The Auctioneer reserves the right to combine, separate or withdraw lot numbers, as well as to offer single items from a set or series. The lot number is the number under which the items are called up in the auction, listed in the auction list (catalog) or offered in open sale.
- 5) Bids can be submitted in written form, in person, by telephone or via online live streaming. The Auctioneer is not liable for any disconnections, breakdown or malfunction of the internet connection during the live streaming, or for any errors in the establishment of the telephone connection for telephone bidding. The Auctioneer has the right to refuse bids!
- 6) To ensure the execution of preliminary bids, these must be received by the Auctioneer at least 12 hours before the start of the auction. In order to make a preliminary bid, the following information in written form is required of the bidder: address, telephone number under which the bidder is to be reached on a regular basis, the lot number, the minimum and maximum bid, and the signature of the bidder. The Auctioneer may demand identification or passport to prove the bidder's identity. Furthermore, the Auctioneer can request references to the payment morality, creditworthiness, and bidding behavior of the bidder. Ballroom bidders must present a passport or ID card.
- 7) Telephone bids must be accompanied by a submitted written form containing the information required under point 6 and at least the minimum opening bid. Without mentioned information, telephone bids are generally not executed. Telephone bidders will only be accepted from a single offer of € 100.00.
- 8) An auction lot may only be awarded if the bidder has a bidder number, is admitted to bidding, and is entered with name and address in the bidding list.
- 9) A bid expires if it is rejected by the Auctioneer, if the auction is closed without the fall of the hammer or the item is called again. An invalid overbid does not invalidate the previous bid.
- 10) An auction lot will be awarded to the highest Bidder after three calls and the fall of the hammer. If several people bid at the same time, and if there is no higher bid after three calls, the winner will be chosen by casting lots. Written bids have priority status. When identical written bids are submitted, preference is given to the first received. If there is any doubt as to whether or to whom the auction lot should be awarded, or if a bid submitted in time has been omitted, the Auctioneer may repeat the bid in favor of a particular bidder or call the matter again. In this case, the previous fall of the hammer will become invalid. Objections to a closed sale should be immediate, i.e. before calling the next lot number.
- 11) If the reserve (minimum price acceptable to the consignor) is not reached, the Auctioneer may award the lot with reserve. In the meantime, the possibility to bid to the reserve price remains open for other bidders. If an offer to the limit is made, the lot can be awarded without informing other bidders or sold in open sale. Bids with reserve are binding for the bidder for a period of 4 weeks. During this period, the Auctioneer remains free to sell. The price listed in the auction list or catalog is generally not the reserve price agreed with the consignor. A lot can also be sold under the listed price as long as it does not go under the reserve price.
- 12) After the fall of the hammer, all risks, in particular the risk of accidental loss and the accidental deterioration of the condition of the goods, are transferred to the buyer. The sold lot must be accepted and paid for. However, ownership of the goods shall only be transferred to the buyer upon settlement of all claims by the Auctioneer.
- 13) After winning a lot, the successful bidder shall receive an invoice, which shall be issued to the address given by the bidder prior to the auction. This applies in particular to live streaming bidders, as otherwise the bidder might be able to circumvent the required information and their credibility could not be proven by the Auction House. Bidders who register under a different name will be reported to the live portal and will not be allowed to bid in the Auction House!
- 14) A surcharge of 23% is added to the purchase price in Euro plus the current VAT rate (19% in Germany). Payment by credit card is subject to a fee of 3% on the sum stated on the invoice. Further small charges arise when bidding over live streaming portals (Lot-tissimo, Invaluable, etc.).
- 15) For commercial bidders from the EU-countries, the invoice issued in the event of a successful sale is in any case the German VAT. of currently 19% and this must also be paid by the bidder to the Auction House. The successful commercial bidder from the EU outside the EU can reimburse the amount of the German VAT paid after his crossing of the border upon presentation of the invoice to his tax office. For this to happen, the above bidder must provide his business ID with business address and company name before placing bids at the Auction House.
- 15.) Für gewerbliche Bieter aus dem EU-Ausland gilt, das die Rechnung welche der Bieter im Falle des erfolgreichen Zuschlages erhält, in jedem Falle die deutsche Ust. von derzeit 19% ausweist und diese vom Bieter an das Auktionshaus auch gezahlt werden muss. Der erfolgreiche gewerbliche Bieter aus dem EU-Ausland kann sich den gezahlten deutschen Ust.-Betrag nach Grenzübertritt nach Vorlage der Rechnung bei seinem Finanzamt erstatten lassen. Damit dies möglich wird, muss der besagte Bieter seine Gewerbe-ID mit Geschäftsadresse und Firmierung vor Abgabe von Geboten im Auktionshaus angeben.
- 16) The purchase price (hammer price plus surcharge) is for ballroom bidders due for payment after the fall of the hammer. It must be paid to the Auctioneer in cash or by electronic means of payment. The Auctioneer accepts bank transfer, cash, girocard payment, payment with Visacard, Mastercard and American Express. In the case of buyers who bid in written form, by telephone or via a live portal, the claim is due for payment with the receipt of the invoice. In the case of credit card payment, the credit card will be debited with the corresponding amount 4 days after the invoice has been sent. The buyer waives the assertion of restraint rights from other, also previous, business transactions. The purchaser waives the rights of § 320, 322 BGB, insofar as he is a businessman.
- 17) If the payment is not immediately made to the Auctioneer or the acceptance of the purchased item(s) is refused, the transfer of the item(s) to the buyer will not take place. The buyer loses his/her right to claim the item(s) and the item(s) can be auctioned again at his/her expense or s/he is subject to legal prosecution. In all cases, the buyer is liable for the loss, s/he has no claim to a surplus, and can be excluded from further bids. In justified cases, the Auctioneer reserves the right to enter the non-paying bidder into online blacklists of the live streaming websites in order to prevent further damage to other auction houses caused by non-payment.
- 18) The buyer is obliged to collect the purchased items immediately after the auction. Items difficult to transport should be collected within 7 days from the auction. In exceptional cases an arrangement can be made with the Auctioneer to collect the item(s) within 4 weeks from the auction date.
- 19) Customer wishes regarding the shipping, in particular the selection of the shipping service provider, the amount of insurance, as well as the costs for shipping and packaging are to be discussed with the Auctioneer prior to the auction. If an agreement is not reached, the Auction House shall ship the item(s) with a carrier of their own choice and at their own terms. If no agreement is reached between the Auctioneer and the buyer on the type of dispatch, as well as the amount of shipping or packaging costs, shipping will not take place and the item(s) must be picked up immediately by the buyer. The Auctioneer will invest effort but is not obliged to send goods!
- 20) In case of an overdue collection of goods, the auctioneer is entitled to impose a storage fee of € 5 per day without prior notice, or hand over the goods to a forwarding agency for storage at the buyer's expense after the period of 4 weeks from the auction date has expired.
- 21) If damage occurs during the dispatch of goods, the recipient is obliged to claim the damage immediately upon receipt of the goods at the shipping company, forwarder or carrier. A damage report should be submitted by the recipient. The Auctioneer and the shipping company should immediately be informed about the damage. The damaged goods may neither be altered nor restored or repaired without permission from the Auctioneer, the shipping company or a claims adjustor. Each consignment must be opened in the presence of the carrier and checked for damage. A delivery note signed by the recipient is deemed to be a confirmation of proper receipt.
- 22) A delivery organized by the Auction House takes place exclusively at the cost and risk of the buyer. In all cases of shipping, the liability of the Auction House is limited to gross negligence and intent.
- 23) Place of performance and court of jurisdiction shall be the registered office of the Auction House Weiner. German law applies.
- 24) As long as the Auctioneer and bidders do not state the opposite, they affirm that catalogs and items from the Third Reich era will only be used for the purposes of civic enlightenment, resistance to anti-constitutional attempts, scientific and art-historical research and teaching, reporting of contemporary history or similar purposes (§§ 86 and 86a of the German Criminal Code). The Auctioneer J. Weiner, his consignors and auctioneers offer and sell these items only under the mentioned conditions.
- 25) Shall one or more of these provisions be held invalid in whole or in part, a regulation which corresponds to the economic purpose of the invalid provision shall be put in its place. The validity, legality, and enforceability of the remaining provisions shall not be affected thereby.