

## Auction conditions

The auction conditions are accepted with the personal, telephone, written (fax, email or post) or "live bidding" participation in the publicly auction and the post-sale.

1. The auction is voluntary. It is carried out by the auction house Yves Siebers Auctions GmbH as a commission agent in its own name on the account of the client, with the exception of specially marked own goods.
2. The consignors remain unnamed.
3. The warranty rights of the purchase of consumer goods do not apply to the sale of used items in a public auction (§474 Paragraph 2 BGB). Any auction at which the buyer is given the opportunity to be present in person is deemed to be open to the public (§312g Paragraph 2 No. 10 BGB). Every floor auction is publicly accessible, including for telephone and internet bidders, since they too have the opportunity to take part in person (BT DRS: 19/27424 p. 28).
4. The auction objects can be viewed and checked before the auction. The items are used. The catalog descriptions are for information only. They are not guaranteed properties within the meaning of § 434 ff BGB. Color reproductions do not have to be reproduced true to color. The auctioneer assumes no guarantee or liability for catalog information, age, origin, size, weight, damage or other defects, with the exception of guaranteed properties. The buyer must provide evidence of a defect. A defect must be reported within 5 working days of the award. Defects presented and justified in due time will be asserted against the consignor. Liability of the auctioneer or his employees is excluded. Warranty claims can only be asserted for objects that have been paid for.
5. Each bidder receives a bidder number which is only issued on presentation of official identification.
6. Written bidder applications will be processed carefully, but without guarantee. For "live bidding" in writing, by telephone or online, the order must be received no later than the day before the auction (12 noon). Telephone bidding is only possible with a starting price of € 200, - for lots with a lower limit, € 200 is automatically offered. When bidding by telephone, the limit price also applies as a table bid and takes effect automatically. The order forms must be used for this. Written orders can be submitted in person, sent by post or fax. Email orders must be confirmed by fax or letter. The specified amount is the bidder's highest bid. However, the surcharge can also be made at a lower price, but not below the minimum price. With the order, the auctioneer is entitled to bid for the bidder up to his specified maximum bid in the usual steps.
7. The auctioneer reserves the right to exclude persons from the auction for special reasons.
8. The prices given in the catalog are limit prices. For items without a limit, the starting price is at the discretion of the auctioneer. These are marked as "o.L.". Bids below the limit can be rejected by the auctioneer or given with reservation. If the bid is accepted under reserve, the bidder is bound to his offer for 4 weeks. If he does not receive the unconditional acceptance during this time, his offer expires. Bids are usually made in 10% increments. The knockdown is awarded if no higher bid is submitted after the highest bid has been called three times.
  - a) Lots that are limited to € 100 can be knocked down during and after the auction at bids up to 50% below the limit. Lots that are limited to over € 100 can be knocked down during and after the auction at bids up to 10% below the limit. Exceptions reserved.
9. The auctioneer reserves the right to combine catalog numbers, to separate them, to offer them out of sequence or to withdraw them.
10. The auctioneer is free to reject bids. In this case, the bid submitted immediately before remains in effect and is binding. In the event of differences of opinion or other doubts about the knockdown, the auctioneer can call up the item again. If a highest bidder wants to withdraw his bid, the auctioneer can still award the bid, with all of the following rights and obligations. However, he can also accept the next lower bid or call up the lot again.
11. The knockdown obliges immediate payment and immediate acceptance. When the bid is accepted, the risk of loss, mix-ups, damage, etc. passes to the buyer.
12. The purchase price consists of the hammer price and the premium. When it comes to the buyer's premium, a distinction is made between bidders who submit their bids in writing and the so-called "live bidders". The premium for hall surcharges and surcharges from written bidders is **25%**. For surcharges that come about via "Live Bidding / Online Live Bidding", the auctioneer allows himself the commission of currently 3% + levied by the respective providers ([www.lot-tissimo.com](http://www.lot-tissimo.com) and [www.the-saleroom.com](http://www.the-saleroom.com)) To pass on VAT to the "live bidders". The "live bidder" agrees that the auctioneer takes over the collection and passes it on to the provider as a transitory item. The provider is solely responsible for this service, e.g. [www.lot-tissimo.com](http://www.lot-tissimo.com) or [www.the-saleroom.com](http://www.the-saleroom.com).
13. Taxation
  - a) Items for which there is no right of input tax deduction are subject to differential taxation according to § 25a UStG. The accepted bid is the net price. A buyer's premium of 25% is added to the hammer. The total already includes sales tax. An open tax ID may not be issued according to § 25a UStG.
  - b) Standard taxation applies to goods that do not meet the requirements of Section 25a of the UStG. The accepted bid is the net price. A buyer's premium of **21.5%** + statutory VAT will be added to the hammer price.
  - c) If the standard taxation is applied, the description text contains the following identification: Rgb = 19% Rgb \* = 7%
  - d) For domestic buyers who are entitled to deduct VAT in advance, the total invoice can be issued upon request and after specifying the VAT ID number in advance. can also be issued according to regular taxation.
  - e) Deliveries to third countries are exempt from sales tax and, if the VAT ID number is given, also to companies in EU member states. Purchasers who bring their auctioned goods to third countries themselves will be reimbursed the sales tax as soon as they submit the customs export certificate and the import certificate from the importing country to the auction house. The auction house reserves the right to charge a processing fee for invoices that have to be subsequently rewritten.
  - f) According to § 26 UrhG. (VG Bildkunst), a fee of up to 4% of the hammer price is due when purchasing an original work of art (sculptures, graphics, paintings) for certain artists who have died no longer than 70 years. Half of this is borne by the buyer and half by the consignor. These objects are only marked in the print catalog with a '#' after the lot number. Users of the online catalog must inquire about this individually.
14. Payment can be made in cash, by EC card or bank-confirmed checks. A discount cannot be granted. All bidders have the amount to be transferred immediately upon receipt of the invoice.
15. The buyer is obliged to collect the item immediately. Unless otherwise agreed, the items must be within 5 working days to be picked up after the auction. If possible, the goods can be issued during the breaks. Right to delivery and The bidder shall only transfer ownership of the goods after the invoice amount has been paid in full. A storage of auctioned objects can after Agreement can be made free of charge for 14 days. From the 15th day there is a storage fee of € 5 per day and object. Storage is at the risk of the Buyer.
  - a) Shipping within Europe can be made by arrangement and is carried out at the risk and expense of the buyer. The buyer is responsible for the packaging and shipping costs. The buyer has to organize the export of goods to third countries that are subject to customs exports and other permits and to bear the costs.
  - b) In the case of any document issuance at the request of the buyer, all costs incurred will be borne by the same.
16. If the buyer defaults on paying the purchase price, he loses his rights from the knockdown. The positions can then without further Notification, at his own expense, to be auctioned at one of the next auctions, or to be awarded to an unsuccessful bidder. In this In this case, the defaulting buyer is liable for a shortfall in proceeds, for the costs of the repeated auction and the auction fees. On one He is not entitled to any additional proceeds.
17. As long as catalog owners, auction participants and bidders do not express themselves to the contrary, they assure that they have read the catalog and those shown in it Objects from the time of the III. Reichs only for the purposes of civic education, the defense against unconstitutional endeavors, the Art or science, research or teaching, reporting on current events or history or acquire similar purposes (§§ 86a, 86 Criminal Code). Yves Siebers GmbH and its consignors only offer and give these items under these requirements on or off.
18. Every visitor to the business premises is liable - especially when viewing - for any damage caused by them.
19. The place of jurisdiction and performance is Stuttgart.