

CONDITIONS FOR AUCTIONS

The conditions set out below are acknowledged by participation in the auction, either in person or in writing or participation via telecommunication. They apply correspondingly for subsequent sale on the open market.

1. The Auktionshaus Mars (Auction House Mars, hereafter referred to as "auctioneer"), auctions off objects in a public auction in which interested parties can take part in person, as agents on behalf and for the account of sellers (consignors), who generally remain unnamed. Auctioning takes place on a voluntary basis and against immediate payment in Euros.
2. The auctioneer is authorised to enforce all the rights of sellers, arising from their orders and from the objects knocked down on their behalf.
3. The auctioneer reserves the right to combine and separate lot numbers and offer them out of order, to withdraw them when there is a valid reason to do so or to auction them off under certain conditions. The lot number is the number under which objects are called up in the auction or listed in the auction catalogue, or are offered for sale on the open market.
4. The knock-down is issued when there has been no higher bid after calling a bid three times. The auctioneer can put conditions on the knock-down on behalf of the customer or decline it. If different people place the same bid at the same time and there is no additional bid after three calls, the lot decides the knock-down. If an agreement on a knock-down cannot be made immediately, the object is offered again. The auctioneer is authorised to withdraw the knock-down that has been issued and to offer the object again if a higher bid made at the right time was overlooked or there are doubts regarding the knock-down. If a knock-down takes place under certain conditions, the bidder is bound to this bid for the duration of 3 weeks. If he does not receive the object unconditionally within this period, it expires. If a condition is not accepted by the seller, the object can be offered, without consulting the bidder setting the condition, at a higher bid price to someone else. A written notification (invoice) to the address provided by the bidder is sufficient for the knock-down to become effective. In case of disagreements the seller and the successful bidder can exchange addresses.
5. Telephone bids are accepted by calling the bidder before the desired lot is called up. The auctioneer cannot guarantee the establishment or maintenance of telephone connections. A pre-requisite for telephone participation is an effective, written bid of at least 500 Euros, which must be received by the auctioneer 24 hours before the auction day starts at the latest. Bids below the price limit for the lot will not be accepted.
6. A knock-down means the object must be accepted. Ownership is transferred to the buyer only after the purchase price has been paid, the risk against any damage is already transferred at the time of the knock-down.
7. A surcharge of 19% plus 19% VAT on the surcharge (i.e. a total of 22.61%) must be paid immediately to the auctioneer at the time of the knock-down. If payment is delayed, the successful bidder is liable for any damages arising out of it, particularly for loss of interest or exchange. Deferral of the purchase price is not permitted.
8. If the auctioneer is not paid or the object is not accepted, the object auctioned off is not handed over to the buyer, rather, the buyer loses his rights on the knock-down and the object is auctioned off again at his expense. In such cases, the buyer is liable for the loss, and also cannot claim an additional profit and is not permitted to bid further.
9. The auctioneer can collect or claim purchase money, arrears, as well as fringe benefits in his own name.
10. There will be sufficient time for viewing and inspection of all objects being auctioned before the auction takes place. The auctioneer is not responsible for any claims with respect to the condition, completeness, authenticity, artist's name, place and time of origin of the objects, as well as for unidentifiable defects. The catalogue descriptions are therefore do not indicate guaranteed properties of the objects in accordance with § 459ff BGB. Any objections raised against the auctioneer will not be considered after the knock-down.
11. The buyer is obliged to take possession of the objects immediately after the auction. Buyers who have participated in writing or by telephone must pick up the objects 14 days after receipt of the invoice, at the latest. If the buyer delays acceptance, the auctioneer is entitled to store the object on his premises or those of a third party at the buyer's expense. Mail orders will only be carried out if the dispatch costs as well as all other demands of the auctioneer are paid. Packaging, postage and, if desired, insurance of auctioned off objects take place at the buyer's expense and risk, the auctioneer is merely the intermediary for these services. The auctioneer is not liable for any damage to or loss of objects. Any storage or transport takes place at the risk and expense of the buyer.
12. The auctioneer can request new customers to leave a cash deposit before the auction begins or to present an up-to-date statement of creditworthiness from their bank.
13. Place of execution and jurisdiction for warnings and reminders as well as for commercial transactions on both sides is Würzburg.
14. The buyer acknowledges the conditions for auctions by placing a bid or issuing a written order.
15. All visitors are liable for any damages caused by them on the auctioneer's premises, even if they were not directly responsible, particularly when viewing the objects.
16. If one of the above mentioned conditions is or becomes ineffective, it will be replaced by a legal regulation, corresponding to the ineffective regulations and the commercial purpose in particular. The effectiveness of the other conditions for the auctions are unaffected by this.