

1. NAGEL AUKTIONEN GmbH (hereinafter referred to as the "Auctioneer") offers the property in a public auction in its own name as consignee and for the account of the Consignors (depositors). The auctioneer can include lots in a pure online auction (so-called timed auction) at his own discretion. Such auctions are subject to the buyer's statutory right of revocation.
2. The Consignor confirms that he is the owner of the consigned property or is authorized to act on behalf of the owner. This also relates to the partner of the owner in the case of domestic property consigned to the Auctioneer. The Consignor confirms that he fulfils the requirements for the application of differential taxation in accordance with § 25a of the German Turnover Tax Law (Umsatzsteuergesetz). If the Consignor fails to inform the auctioneer that he fulfils none of these requirements, he shall bear the expenses for any necessary corrections to invoices and accounts. The Consignor hereby authorizes the Auctioneer as consignee to apply in his own name to the Federal Office of Nature Conservation for the export document necessary in accordance with VO EU 338/97. The consignor affirms that he has complied with the statutory provisions in respect of all previous export and import of goods and that he is not aware of any infringements of legal provisions in respect of prior export and import.
3. The property items are second-hand. The Consignor is liable to the Auctioneer for all quality and legal defects of the consigned property with a corresponding application of the law of sale. The Auction Conditions in effect at the time govern the procedure of the respective auction.
4. If defects or doubts on the lack of defects arise before the auction, the Auctioneer is entitled to withdraw the property in question from the auction or to postpone the auction to another auction date. If, following consultation with the Consignor, the Auctioneer considers it advisable to conduct researches, the resulting costs shall be borne by the Consignor. Should a third party claim ownership of the property, then the knockdown can take place subject to reservation (UV-Zuschlag) without the Consignor being consulted. The Auctioneer shall reserve the right to take over the conduct of negotiations with the third party, the Consignor and the conditional purchaser(s) in order to clarify ownership issues. The costs of this shall be borne by the Consignor.
5. The property will be auctioned at the best possible price (unlimited) or at the agreed minimum price (limit). Unlimited properties may be sold at 50 % of the estimated price referred to in the auction. Precious metal properties may be sold below their material value. If an agreed limit cannot be reached, the Auctioneer is entitled to knockdown subject to reservation. The Consignor is obliged to notify the Auctioneer immediately and in writing of his decision in this regard. The Auctioneer is entitled to auction at his own discretion up to the limit for the Consignor and to issue the knockdown to the aforesaid if necessary. A reversal is made in this case.
6. The property items are to be delivered to the Auctioneer at the cost and risk of the Consignor. It is not possible to keep packaging. In accordance with § 25a (7) 3 of the German Turnover Tax Law (UStG), tax exemption is excluded for deliveries within the European Union. In the case of consignments from non-EU countries, the Consignor is obliged to ensure that due and proper customs clearance is effected unless he has commissioned the Auctioneer to execute the importation formalities. Customs duty and clearance costs shall be borne by the Consignor. Turnover tax on imports may be refunded subject to the current Turnover Tax Law.
7. The Auctioneer is commissioned to insure the property items against burglary, fire, theft and water pipe damage at the cost of the Consignor to the amount of the limit or, in the event of unlimited property items, based on the estimated price, in both cases less the agreed discount. The insurance charge is equivalent to 1 % of the estimated price (plus value added tax). The period from the consignment until 2 weeks after settlement is insured. If the Consignor does not wish insurance cover to be taken out by the Auctioneer, all statutory or contractual liability of the Auctioneer is thereby excluded unless the Auctioneer is guilty of wilful intent or gross negligence.
8. The Consignor must pick up unsold objects without being asked no later than 14 days after billing in accordance with Section 11. After this period, the Auctioneer can place the objects into either proprietary or third party storage at the Consignor's expense and risk. In the event of storage, the Consignor shall also bear any necessary insurance costs. If the property is put into storage, a cost of up to € 6.00 (plus VAT) per day per object or the rate charged by the storage company will be charged. Transport, packaging, insurance and return shipment of unsold objects shall be undertaken at the Consignor's cost and risk. Return shipments will only be sent if the Auctioneer or the company assigned to undertake this task has received a signed shipping order from the Consignor and when all ascertained shipping costs and other claims made by the Auctioneer have been paid.
9. Proceeds attributable to the Consignor for auctioned property items shall be settled by deducting the agreed commission and all disbursements from the hammer price. In the case of consignments from Germany and the European Union, the statutory value-added tax is included in the commission and is not stated separately. Catalogue costs are charged on a flat-rate basis. Description costs: € 2.50 per catalogue line, no description costs in collect catalogues. Illustration costs: full page € 180.00; half page € 100.00; 1/4 page € 70.00; smaller illustrations pro rata. Multi-page top presentation of prestigious articles: € 380.00. Illustrations in collect catalogues: € 15.00. An appropriate cost reimbursement must also be made for items not sold at auction. Descriptions and catalogue illustrations are made at the Auctioneer's discretion. Additional disbursements, e.g., for individual advertising campaigns, transportation, restoration work, travelling expenses and expert valuations, are charged on the basis of documented expenses. Value-added tax is payable on all disbursements. The statutory value-added tax is not reimbursable for foreign Consignors. In order to settle the statutory right of stoppage in transit (§ 26 of the German Copyright Act – UrhG), the Auctioneer pays a levy on the sales proceeds. The Consignor bears half of the applicable levy in force on the settlement date.
10. If it was not possible to hold the auction on account of a culpable breach of duty by the Consignor, he shall reimburse the Auctioneer not only for the expenses already incurred, but also the agreed commission and the premium lost by the Auctioneer from the limit. The Auctioneer shall reserve the right to claim compensation for additional damages. The Consignor has the right to document or prove that no damage was incurred or that it is much lower than the flat rate.
11. The Consignor will be invoiced in accordance with Section 9 six weeks after the end of the auction. Payment shall be made in accordance with the stated payment mode and insofar as the Auctioneer has received the proceeds from the auction. Should the Auctioneer not receive the proceeds, he shall then be entitled without legal disadvantages to reveal the successful bidder's name to the Consignor and transfer the claim to payment to the successful bidder, who already undertakes to accept this transfer and at the same time to pay the premium. Should the Auctioneer himself assert claims for payment against the successful bidder, then the Consignor must reimburse the Auctioneer for those court and lawyer's fees he does not receive from the successful bidder. In the event that the Auctioneer has already handed over the property to the successful bidder, he shall be responsible to the Consignor for the proceeds. If the Consignor requests the payment of the bill as a cheque for deposit only, the auctioneer shall not be liable for unauthorized use of the cheque. The costs of non-cash payment shall be borne by the payment recipient. The auctioneer is entitled to offset auction proceeds with the Consignor's liabilities.
12. If objects are not auctioned off at the intended auction, they shall remain for subsequent sale at least until the settlement date; the assignment conditions apply analogously.
13. The Auctioneer shall be liable without restriction to the Consignor if the Auctioneer's legal representatives or vicarious agents violate essential contractual obligations. Beyond that, the Auctioneer shall only be liable to the Consignor if Consignor's damages are due to a deliberate or grossly negligent violation of obligation of a legal representative or vicarious agent, or if the Consignor's damages to life, limb and health are due to a deliberate or negligent violation of obligations by a legal representative or vicarious agent of the Auctioneer.
14. The Consignor's general terms of business shall not be applicable. There are no ancillary verbal agreements. Changes to this Order must be made in writing to be effective. This shall not apply to the approval of a knockdown subject to reservation.
15. The place of fulfilment and legal venue, if such can be agreed, is Stuttgart. German laws shall apply exclusively. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
16. If one or more provisions of these Assignment Conditions are wholly or partially invalid, the validity of the other provisions will remain in full force and effect.
17. If the Assignment Conditions are available in more than one language, the German version shall be authoritative.

Abkürzungen: SK = Spartenkürzel PE = Provisions-Ersatz SB = Sachbearbeiter F = Folgerechtsumlage

Uwe Jourdan
 Publicly appointed and sworn auctioneer