

General Auction Terms and Conditions

These shall be exclusively authoritative even without written acknowledgement when bids are submitted in person or in writing.

1. The auction is public and voluntary. It is carried out exclusively in the name and for the account of the consignor. The auctioneer shall be entitled to assert the claims of the consignor arising from the consignor's order and from the award in his/her own name.
2. The contract will be awarded to the highest bidder. The auctioneer shall have the right to refuse the award, to withdraw lots and to regroup lots in exceptional cases.
3. The auction rates are 2 to 10% of the call value or according to the current bid.
4. In the event of equal bids, the first bidder shall be awarded the contract. In case of any ambiguity, the auctioneer reserves the right to offer the lot again. The minimum bid for bid lots shall be 10.00 euros. The bidder shall be bound to a bid until 6 weeks after the auction. The awarding of a lot shall oblige the buyer to accept. With the awarding of the bid, the risk of accidental loss or accidental deterioration of the auctioned items shall pass to the buyer. Delivery at the request of the buyer shall be the buyer's expense and risk. The right of ownership shall not pass to the buyer until the full purchase price has been paid.
5. The auctioneer shall receive from the buyer a commission of 20% of the hammer price plus EUR 1.50 per lot purchased. The costs for postage, packaging and insurance will be charged to the buyer. The value added tax (currently 19%) due on the auctioneer's commission, lot fees and any other services (= expenses) will be invoiced separately. Deliveries to third countries will be exempt from value added tax (VAT) on the commission, expenses and lot fee upon presentation of the export certificate. Deliveries to buyers from other EU countries with a VAT registration number will be made using the reverse charge procedure. In other words, the commission, expenses and lot fee will not be subject to German VAT; in these cases, the buyer shall be obliged to declare the VAT in the VAT declaration made in the buyer's home country.
6. Lots marked with an X are lots for which full VAT (currently 19%) is also payable on the hammer price. For these lots, the buyer's premium will be reduced to the rate of 10% of the hammer price.
7. Anyone who buys on behalf of third parties shall be liable alongside them as a co-debtor.
8. If payment is not made to the auctioneer immediately or if the buyer refuses to take delivery in accordance with the latter's obligations, the buyer shall forfeit the rights arising from the award, and the item may be sold by private contract or auctioned again at the buyer's expense without prior notice. In this case, the buyer shall be liable for the lost profit. The buyer will not be entitled to any additional proceeds, nor admitted to further bids.
9. The auction invoice shall be due immediately for in-room bidders and upon delivery for remote bidders. All amounts not received by the auctioneer 10 days after the auction or the delivery of the auction invoice shall be subject to a late payment surcharge of 2%, plus interest of 1% per month. The complaint period is 10 days from handover or delivery. Any complaints later than this will be referred to the consignor. Lots that are the subject of a complaint must be returned in their original condition. The affixing of test marks by competent association auditors is not deemed to be an alteration of the original condition. In special cases, the auctioneer may extend the complaint period with prior notice.
10. The lots must be described conscientiously; any catalogue details with the addition n.A.d.E. ("nach Angaben des Einlieferers (according to the consignor)) are without guarantee. Any errors resulting from photographs (stamping, margins, perforations, etc.) shall not justify a complaint. Collections, collective lots or remaining lots may not be objected to. If a lot contains more than 3 stamps, a return due to minor errors of individual stamps shall not be justified.
11. Costs for complaints such as postage, inspection fees, etc. will not be reimbursed. In the case of acknowledged complaints, the buyer shall only be entitled to a refund of the purchase price; further claims are excluded. Claims of any kind against the auctioneer shall expire no later than 6 months after the auction. The legal liability of the auctioneer for bodily injury and damage to health shall remain unaffected.
12. Written bids must be submitted conscientiously and with actual interest. Bids such as "best", "in any case" shall not be entitled to the award. Awards shall not be issued on the basis of the highest price bid, but according to the increment rates: one increment step above the next highest bid. For bids such as "highest bid", "best", "unconditional", etc., up to three times the starting price will be accepted. Bid lots will be awarded to the highest bid and not auctioned off.
13. Consignments (with the exception of collective lots and mint stamps) can be requested against reimbursement of costs and insurance. With unknown customers, however, this will only be done if references are submitted. The condition is their return within 24 hours after receipt using the same shipping method. The consignments will be insured by the auctioneer on the way there and back. If the return is not received by us by the day before the auction at the latest, the lots may be awarded to the interested party one increment above the existing bids. Stamps and letters that the buyer has been able to examine shall be excluded from complaints.
14. The submission of bids or purchase orders shall be tantamount to accepting the General Auction Terms and Conditions in full. These shall apply mutatis mutandis to the subsequent sale at auction, which is part of the auction; the statutory provisions on distance sales shall not apply thereto. If the customer is acting as a consumer, the provisions of the statutory liability for defects shall apply.
15. German law shall apply. The place of performance and exclusive place of jurisdiction for commercial transactions is Cologne.
16. If one of the above provisions proves to be invalid in whole or in part, this shall not affect the validity of the remaining provisions.

Auctioneer Peter Klüttermann

The German version of these "General Auction Terms and Conditions" shall be binding. All translations in other languages are for information purposes only.