CONSIGNMENT CONDITIONS

1. The client ("Consignor") commissions the auction house Dr. Eder ("Auction House" or "Auctioneer") to auction the listed items in its name and for its account. He assures that he is the owner of the items consigned by him or that he is authorized by the owner to sell them and that there are no third-party rights to the items.

2. The order runs for an indefinite period. The items not sold in the first auction the first auction shall be handed over to the auctioneer for sale by sale by private treaty or for a new auction. For a sale by private treaty, the conditions shall apply accordingly
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3. For the execution of the auction, the consignor shall pay the auctioneer a commission of 20% of the hammer price for amounts under € 300, otherwise 15% commission plus VAT on the commission. If objects are, at the discretion of Auktionshaus Dr. Eder on the Internet, the client shall pay a pro rata amount of pro rata amount of 4 Euros net per photo from a hammer price of 200 €. The statutory VAT is not refundable for foreign consignors.

4. If the consignor withdraws the goods before the first auction, he shall pay the auctioneer a fee of 25% of the agreed limit price. The Consignor shall be entitled to prove that the Auctioneer has not incurred any expense or loss at all or that the loss incurred is significantly lower than the lump sum. The Auctioneer shall have a right of retention to the auctioned item on account of these claims.

5. The Consignor shall deliver the auctioned item to the business premises of Auktionshaus Dr. Eder at his own expense and risk. Any costs of transportation, transport insurance, any handling costs incurred by the delivering forwarder, etc. shall be borne by the Consignor. Auktionshaus Dr. Eder shall insure the items against burglary, fire and water damage for the duration of its custody and shall charge a lump sum of €5 for amounts up to €5,000 and a lump sum of €10 for amounts exceeding €5,000, but shall not be liable for damage to consigned items, irrespective of any insurance claims by the Consignor.

6. The auction or sale shall take place in accordance with the auction conditions known to the consignor and displayed in the auction house, which are also binding for the buyer. The Consignor agrees that Auktionshaus Dr. Eder reserves the right to knock down an item if there is a special reason for doing so. If the consignor has not set a minimum price (limit), the auctioneer will knock down the item at his own discretion. Gold and silver items may be knocked down below the metal value.

7. Auktionshaus Dr. Eder shall be responsible for the preparation and execution of the auction, in particular storage, exhibition and advertising. If the Consignor wishes to have the auctioned item valued or appraised by an officially appointed and sworn expert or by an expert appointed by the Chamber of Industry and Commerce, the Consignor alone shall bear the costs of the valuation and appraisal. The details of the auction, such as time, announcement, inspection, etc., shall be determined by the auctioneer at his discretion.

8. The Consignor assumes full responsibility for the information provided by him regarding the works of art and indemnifies Auktionshaus Dr. Eder against all claims asserted by third parties in connection with the auction. In particular, the Consignor shall be liable for all material defects and defects of title of the items consigned for auction. In the event of legal action, he undertakes to advance and bear the costs to the extent that they are incurred by Auktionshaus Dr. Eder.

9. From approximately the second week onwards after the auction, the consignor will receive the statement of account and the credit balance due to him, subject to the purchase price having been received by Auktionshaus Dr. Eder. Offsetting against other claims of Auktionshaus Dr. Eder against the Consignor as well as the deduction of the commission owed to Auktionshaus Dr. Eder, other costs and cash expenses is permitted. No liability is assumed for the collectability of the hammer prices. If the successful bidder fails to meet his payment obligations, Auktionshaus Dr. Eder shall not be obliged to assert the payment claim in court. However, the consignor may demand the assignment of the claim for payment against the successful bidder. If the purchase price is collected from the Vendor, the Vendor shall pay the shares to which Auktionshaus Dr. Eder is entitled. If Auktionshaus Dr. Eder asserts claims from the purchase contract against the defaulting successful bidder, it may demand an advance payment of the pro rata court and legal costs from the client.

10. The auctioneer is entitled to hand over the items not sold in the auction to a forwarding agent for return to the customer at the customer's expense and risk after two weeks from the end of the auction.

11. Claims for damages against the Auction House due to contractual breaches of duty are limited to intent and gross negligence. This does not apply to injury to life, body and health, nor to the breach of cardinal obligations (obligations that arise from the nature of the contract and whose breach jeopardizes the achievement of the purpose of the contract) and damage caused by delay. Liability in the event of a breach of essential contractual obligations shall be limited to the regularly foreseeable damage.

12. This contract contains all agreements between the consignor and Auktionshaus Dr. Eder. There are no verbal collateral agreements. Amendments to these terms and conditions must be made in writing in order to be valid.

13. Unless otherwise provided by law, the place of performance and payment shall be the registered office of the Auction House.

14. If the Consignor is a merchant or has no general place of jurisdiction in Germany or another EU member state, the exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of the Auction House.

15. German law shall apply.

16. We do not recognize conflicting or deviating terms and conditions of the customer unless we have expressly agreed to their validity in writing. Our terms and conditions of delivery shall also apply if we provide or accept services without reservation in the knowledge of conflicting or deviating terms and conditions of the customer.

17. Should any of the above provisions be invalid in whole or in part, this shall not affect the validity of the remaining provisions.

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Date, place, signature consignor

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Date, place, signature Auktionshaus Dr. Eder