

CONDITIONS OF SALE

1. Auctioning shall be in auctioneer's name (J. A. Stargardt GmbH & Co. KG) for the account of a third party.
2. Auctioning shall be in Euros and against cash payment. Delivery or dispatch of the items shall be effected only after total payment has been obtained by auctioneer. Bidding rates are set by auctioneer. Offer prices shall be raised as a rule by about 5 to 10 %.
3. The initial price asked shall be within the applicable limits and shall amount to at least three quarters of the estimated price. Auctioneer reserves the right to merge or split auction items, to auction them out of order and, if there is a special reason, to withdraw them.
4. Acceptance of the bid is to the highest bidder, committing him/her to accept the item. In case of written bids with equal amounts acceptance shall be to the earliest received bid. The buyer shall pay a 26 % surcharge on the hammer price which includes VAT (value added tax). VAT shall not be displayed separately (differential taxation). For catalogue items identified with a * a 18 % surcharge has to be paid to the hammer price as well as the VAT of 19 % on the final invoice amount (mandatory tax). By request, German clients authorised to tax on input deduction may obtain invoices issued according to mandatory taxation. No VAT shall be charged for export deliveries to third countries (i.e. countries outside of the European Union) and to companies of EU member countries provided purchase of the items is for commercial use only, and turnover tax identification number has been submitted to us in writing before the auction. All other purchases from EU countries are subject to German VAT. VAT shall be reimbursed to buyers from third countries provided German customs exportation certificate has been submitted to us within four weeks after auction. Auctioned items delivered by us to countries outside the EU shall be tax-free.
5. Ownership or title of possession shall not pass to the buyer until the purchase price is paid in full, with the risk in respect of any kind of damage passing to him on acceptance. In case of dispute over an acceptance the item concerned shall be auctioned again. Commission agents shall be liable for their clients.
6. A 2 % surcharge shall be levied on any amount not received within three weeks of an auction, without prejudice to the applicable penal interest of 1 % per month. In case of delay in payment the auction buyer shall be liable for any damage incurred. In that event auctioneer shall be free to either claim performance of the purchase contract or damages for non-performance. He may deprive the buyer of his rights under the acceptance and offer the item concerned once again for auction at this own expense. In that case the buyer shall be liable for deficiencies, but shall have no claim to any additional proceeds received.
7. The authenticity of the autographs on offer shall be guaranteed. Such guaranty shall relate to the latest developments in research. Claims for refunds may be entertained only up to the applicable invoice amount and must be asserted within five years of the auction date. Items having material defects or which are deviating from the catalogue data will be taken back against return of their invoice amount. Complaints of this nature must be lodged within three days of receipt of the item, however, not later than three weeks after the auction.
8. Unknown clients will be asked to provide security or furnish references. The highest bids set in orders for public auction are exclusive of surcharge and VAT. If in an item number and headword do not match, the number listed shall prevail. Proper handling is not guaranteed when orders reach auctioneer less than 2 days before an auction.
9. These conditions of sale shall also be applied to post-auction sales from this catalogue.
10. In the case of bids submitted in writing, on the telephone, as well as in the case of post-auction sales, the provisions on distance-selling agreements as per Sections 312 b) – d) BGB (German Civil Code) shall not apply.
11. Place of performance and venue for both parties shall be Berlin. German law shall apply. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not be applied.
12. Should one of the foregoing provisions be wholly or partly invalid, this shall not affect the validity of the remaining provisions.
13. A buyer making a bid or placing an order shall be deemed to thereby accept the above terms.
14. In case of controversy over the interpretation of the above provisions the German version shall prevail.

J. A. Stargardt GmbH & Co. KG
Wolfgang Mecklenburg, attested public auctioneer



Bundesverband Deutscher Kunstversteigerer e.V.