

General Terms and Conditions of Sale for Lien Auctions

1. Bidders and buyers acknowledge the following auction conditions by participating in our lien auction. These conditions also apply to private sales.
2. DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR auctions publicly in the name of others and on behalf of third parties.
3. On request the successful bidder can be informed about the name of the consignor of the item/s.
4. The items offered for auction can be viewed at the specified time before the auction date; in the case of rights, after submitting a non-disclosure agreement (NDA), the provided documents can be reviewed in a virtual data room.
5. The items and rights are sold in the condition they are in at the time of the auction. They may have damages or impairments that are not mentioned in the catalog or other descriptions. The buyer acknowledges that any claims are excluded, and we do not provide any warranty for quality, condition, completeness, open or hidden defects, other damages, or special characteristics. The buyer acquires or bids on new or used items or rights, excluding any warranty. Technical data, measurements, weight information, manufacturing years, or other value-determining details are non-binding. Listings of objects and descriptions are prepared carefully and in good faith. They do not constitute a quality agreement or guarantee. Written or verbal condition reports merely reflect a subjective opinion and do not constitute a deviating individual agreement from the above-mentioned regulations. They are provided as additional information without obligation. According to § 474 Abs 1 Satz 2 BGB, the regulations for consumer purchases do not apply. Claims for damages against DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR, its agents, and the consignor, regardless of the legal basis, are also excluded. The deadline for asserting any claims is one year. DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR assumes no liability for the establishment or maintenance of a telephone or telecommunication connection, especially in cases of force majeure. In the event of force majeure preventing the performance of services, including bid acceptance, either temporarily or permanently, claims for damages are excluded. The following events are considered force majeure: war, higher authority decrees, epidemics, sabotage, power outages, strikes and lock-outs, natural disasters, geological changes, and influences. During the auction, there might be regional variations in online live transmission times (latency). We do not assume liability for any technical issues during the auction transmission. In the event of a possible non-acceptance of a bid, the bidder must prove in case of dispute that we, DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR, have acted negligently. The right of return and revocation according to §§ 312ff, 355ff BGB (Distance Trade Selling Act) does not apply to a public auction: neither for purchase orders made through online bids, written, oral, or telephone bids. The pictorial part of catalogs and other informational materials serves as additional information for personal inspection; errors excepted. In case of discrepancies between the pictorial and text parts, the text is binding. DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR assumes no liability for faulty translations of catalog texts from German into other languages; the German version is exclusively authoritative.
6. Participation in the auction is only allowed for fully capable individuals or companies and their legal representatives, who are fully capable and who have submitted a commercial register extract or authorization proof to DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR, unless otherwise specified, no later than 24 hours before the auction. The necessary condition is timely registration in advance and confirmation by DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR, as well as the timely submission of a written bid form in advance with the bidder's desired price in order to be admitted to the auction. This also entitles the bidder to place online live bids, bids in person, or bids over the phone. Personal bids on-site are also made electronically using computers provided by us against a deposit. A security deposit of 1 euro from the bidder's personal bank account via bank transfer to DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR is required to establish identity due to money laundering regulations. The account details will be sent to the bidder by email after accepting the written bid form. This 1 euro will be promptly refunded after the auction concludes. If the bidder's identity is already known, they do not need to transfer the amount. Bids must be submitted in euros. Bids are binding. There is no right of withdrawal from the purchase contract. DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR is entitled to auction the items listed in the catalog out of order, as well as to separate, combine, or omit catalog numbers. All items may be withdrawn, even on the day of the auction, due to legal reasons. The offer is only created by the call. There is no entitlement to a call. Due to potential technical issues, the accuracy of the information cannot be guaranteed. The bidding typically starts at the price stated in the catalog. Bidding is usually done in increments of 10%.
7. The auctioneer determines the level of starting bids at their discretion and estimation for the entire auction.
8. The highest bid receives the surcharge after being called three times. DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR reserves the right to withhold the award, refuse it without giving reasons, and reject bids from unknown bidders if security is not provided before the auction or if the creditworthiness of DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR cannot be clearly determined or if reasons exist to believe in unwillingness or inability to pay. If multiple persons simultaneously place the same highest bid, the auctioneer decides at their own discretion. Doubts about the award must be immediately raised. If a disagreement cannot be resolved immediately, DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR may re-auction the item. If the highest bidder does not accept the bid, DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR may award the bid to the immediately preceding bid. The amounts indicated on a written bid form for the possible award price exclusively refer to the surcharge plus VAT on the surcharge. If the award is made with reservations, the bidder is bound to their bid for 3 weeks. It expires if they do not receive an unconditional award within this time. If an award with reservations is not accepted, the catalog number can be assigned to another bidder without further inquiry. In all cases, the auctioneer's arrangement is solely binding.
9. The surcharge obliges the bidder for immediate and full payment of the purchase (hammer price plus buyer's premium plus VAT on buyer's premium) and immediate collection of the purchased items resp. acceptance of the transfer of rights. In case of doubt, the auction protocol is decisive.
10. All hammer prices are in euros plus a buyer's premium on the hammer price of 25% or according to the premium scale published in the auction announcement, each plus VAT on that premium. DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR does not charge VAT on the hammer price.
11. The invoice will be sent to the bidder by email immediately after the end of the auction. The bidder ensures for the receipt of emails with PDF attachments from DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR. The total amount must be immediately paid by immediate bank transfer from the bidder's personal bank account to DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR. If the full payment is not made within 7 (seven) days after the award, the purchased item can be auctioned again. In this case, the first buyer is not admitted, and their security deposits go to the auctioneer. The first buyer remains personally liable for the shortfall, and they have no claim to any surplus. Note on exceptionally accepted cash payment: Only valid euro banknotes are legal tender in Germany. According to the Deutsche Bundesbank, euro coins are a limited legal tender, and DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR is only obliged to accept them as follows: Coinage must be accepted from each buyer only up to a total of 50 coins or a total coin value of 100 euros.
12. The purchased item is considered delivered to the buyer with the surcharge, whereby liability and the risk of accidental loss, loss, or damage due to fire, water, storm, theft, and burglary transfer to the buyer. This also applies, especially, to accessories. However, ownership only passes to the buyer after full payment of our invoice.
13. The collection of purchased items only takes place after complete receipt of payment, whereas the hammer prices for each item is to be understood as unmounted, on-site, not loaded. Collection must take place on the specified dates. DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR is not obligated to package, store, or ship; there is no insurance. Shipment will only be carried out at the explicit request of the buyer, exclusively at their risk and expense. For delayed collection, fees of up to 10 euros per item per day may apply. If no collection is made within one week

after the auction, the auctioneer is entitled, without further notice, to auction the object(s) again or to sell them outside of auction. The resulting costs and any shortfall are borne by the original buyer. If the buyer is in default of accepting the purchased item or making payment, default interest is charged according to §§ 288 BGB at a rate of 5% or 8% above the base rate. In this case, the buyer's rights from the award are extinguished, with the provision that the unaccepted item can be auctioned again. If the consignor subsequently claims damages, the buyer is liable for both the storage costs of the auction item's surcharge by DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR from the original auction and for any shortfall in a subsequent auction. The buyer has no claim to any surplus obtained in a subsequent auction. Any compensation claims resulting from untimely acceptance have been assigned to the principal(s).

14. The auctioneer in charge of the auction has the right to exclude individuals who disrupt the inspection of the auctioned items or the conduct and progress of the auction in any form or manner from participating in the auction and, if necessary, to remove them with the assistance of their own security personnel or with police assistance. The security deposit paid by these individuals will then immediately be forfeited to DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR.

15. The auctioneer may interrupt or cancel the auction if they know or must assume based on circumstances that:

15.1. People have made arrangements to prevent others from bidding or continuing to bid;

15.2. Items are to be auctioned by front persons to be subsequently sold or distributed among the participants for their joint benefit;

15.3. People are bidding on behalf of others, either privately or professionally, or are offering to do so;

15.4. People form a purchasing ring with the intention of minimizing the auction proceeds. The auctioneer may exclude the individuals referred to in points 15.1 to 15.4 from participating in the auction and, if necessary, remove them with the assistance of their own security personnel or with police assistance. The security deposit paid by these individuals will then immediately be forfeited to DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR.

16. The buyer can only offset against DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR with undisputed or legally established claims. A right of retention by the buyer is excluded unless it is based on the same contractual relationship.

17. No liability is assumed for accidents during inspection, auction, and collection. Starting devices is strictly prohibited.

18. All persons during the inspection or visitors of the auction are liable for any damages caused, regardless of the type.

19. The buyer is liable for accidents, damages to buildings, foreign objects, and further damages.

20. The auctioneer is authorized to collect and enforce purchase prices and ancillary claims in their own name on behalf of the principal/client.

21. A bidder who bids on behalf of another person is jointly and severally liable with that person.

22. Invoices created during or immediately after the auction require reexamination, and subsequent corrections are permissible.

23. DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR records data of all business partners and processes them, as noted under the Federal Data Protection Act (BDGS) and DSGVO.

24. Export declarations must be prepared exclusively by the buyer according to EU directives. DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR is not authorized to complete such declarations. Until proof of export is received, the statutory VAT is retained as security.

25. The auction is conducted in German language.

25.1 The public auction is a sovereign act, for which we are appointed as publicly appointed and sworn auctioneers. The language of all proceedings, actions, texts, and contracts related to the auction is German (cf. VwVFG § 23 (1) official language).

25.2 Prospective buyers who do not have knowledge of the German language at a C1 level are obligated to involve a publicly appointed, sworn interpreter to participate. By participating in the auction, prospective buyers (bidders) agree to this.

26. Applicable law and jurisdiction: All disputes with entrepreneurs according to § 14 BGB arising in connection with the contract or its validity will be finally decided under the Arbitration Rules

of the Chamber of Industry and Commerce for Munich and Upper Bavaria (IHK Munich) by a single judge, applying the substantive law and procedural language of the Chamber of Commerce and Industry IHK Munich's arbitration court, to the exclusion of the ordinary legal process. For the contract, its execution, and the resulting claims for non-entrepreneurs, the law of the Federal Republic of Germany applies. The place of jurisdiction is the court competent for the registered office of the contractor, to the extent that such a jurisdiction agreement can be validly made.

27. If individual provisions of this contract are or become ineffective or void, this shall not affect the validity of the remaining provisions of this contract.

28. DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR is authorized to assert the buyer's rights in their own name.

29. This English translation of „Allgemeine Versteigerungs- und Verkaufsbedingungen für öffentliche Versteigerungen (Pfandrecht)“ of DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR serves for information to English speaking bidders. The German version – Allgemeine Versteigerungs- und Verkaufsbedingungen für öffentliche Versteigerungen (Pfandrecht) – prevails at all times and is legally binding.

DEUTSCHE PFANDVERWERTUNG Ostermayer & Dr. Gold GbR

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