

Order for a Voluntary Auction 57th Auction 2022

Client:

herewith authorizes „Roswitha und Dr. Markus Doebele GbR“, hereinafter referred to as „the Auctioneer“, to auction the objects listed in the enclosed schedule as commission agent on its own behalf and for the account of the Client.

- 1.) The Client shall be aware of the above indicated auction date and shall assure to be the lawful owner of any objects delivered by him/her. The Client shall be liable for the correctness of the information provided by him/her as well as for defects in title of the objects to be auctioned, and shall guarantee that such objects are not charged by the rights of third parties. The liability for life, body, and health remains unaffected.
- 2.) The Auctioneer shall be responsible for:
 - a.) cataloging the objects to be auctioned and establishing the estimate prices. Unless otherwise agreed upon, the minimum award price to be achieved (limit) amounts to 60 % of the estimate price each.
 - b.) the costs of any advertising activities in relation to the auction, including print and dispatch of the catalog, excluding costs for catalog illustrations.
 - c.) the insurance costs for the objects to be auctioned (frames excluded) for insurance against damage due to fire, pipe water, force majeure and burglary within the general insurance protection of the Auctioneer. Such insurance protection shall start upon the arrival of the objects to be auctioned at the premises of the Auctioneer and end with the award. The amount of the insurance benefits shall comply with the agreed minimum award price. In all cases shall the Auctioneer be entitled to deduct the auctioning fees. The Auctioneer shall only be liable in the case of gross negligence.
 - d.) the collection of the proceeds of the auction, the transfer of title to the objects auctioned as well as the safeguarding of all rights relating to this; the Client shall assign the Client's rights towards the buyer to the Auctioneer.
- 3.) The Client is responsible for:
 - a.) the costs of transport of the objects to be auctioned to the Auctioneer's premises, as well as the costs for the return of objects which were not sold. The Client shall bear the risk up to the arrival of the goods to be auctioned in the Auctioneer's premises, and as of the time of their dispatch from the Auctioneer's premises in the case of return. Upon written request, the Auctioneer shall arrange for a transport insurance.
 - b.) the auction compensation to the Auctioneer amounting to 20 % of the award price.
 - c.) the costs for illustrations of the objects to be auctioned in the catalog, amounting to EUR 15.00. Such costs shall not be charged if the relevant object is not sold.
- 4.) The Auctioneer shall be entitled to sell any objects directly during a period of up to 5 weeks after the auction at a minimum of the minimum award price, if such objects were not sold and all bids have expired. If a purchase contract is concluded, the Auctioneer may claim the compensation as well as a reimbursement of its expenses.
- 5.) If the Client withdraws the order as a whole or in parts, the Client shall pay to the Auctioneer 30 % of the estimate price plus any incidental costs incurred. This also applies if the auction of the delivered objects is not possible due to defects in title or quality (pursuant to para. 1 of this contract).
- 6.) The objects to be auctioned shall be used.
- 7.) Six weeks after the auction at the latest, the Auctioneer shall undertake to provide to the Client a written invoice and to pay the amounts due if payment was effected.
Should the Auctioneer not receive the proceeds of the auction by the buyer, the Auctioneer may inform the Client of the buyer's name without prejudice to any rights even after giving notice of the order execution. Should the Auctioneer have handed over the auctioned object(s) to the buyer, the Auctioneer shall be responsible for the proceeds towards the Client.
- 8.) The parties to this contract shall be bound by the provisions of this contract until the date 6 weeks after the auction. The place of performance is Dettelbach-Effeldorf, the place of venue for the commercial transactions is Kitzingen. The applicable law shall exclusively be German law. Should one or several provisions of this contract be invalid, the validity of the remaining provisions shall remain unaffected by this.
- 9.) Special agreements:

Place, Date: _____

Auctioneer: _____

Client: _____

Enclosure: List of Objects No. _____ to No. _____.