

# Doebele

K u n s t a u k t i o n e n

[www.fine-art-doebele.de](http://www.fine-art-doebele.de)

Kunstauktionen R+M Doebele GbR  
Am Hoch 1  
D-97337 Dettelbach-OT Effeldorf

Tel/Fax 09324-903485  
Mobil 0151-19390438

## Auction and sales conditions

1. by participating in the preview, by accepting a bidder number or by submitting a bid in person, in writing or by telecommunication, the successful bidder or buyer expressly confirms that he has received the following terms and conditions of auction and sale and accepts them as agreed with Roswitha und Dr. Markus Doebele GbR.
2. the auction takes place voluntarily on the basis of the consignors' orders. Roswitha und Dr. Markus Doebele GbR auctions as commission agent in its own name and for the account of the consignors, who remain unnamed.
3. all items to be auctioned may be inspected and examined on our premises by appointment prior to the auction. Interested parties shall be liable for any damage caused by them to the exhibited items and equipment. The condition of the items is in accordance with their age; defects are only mentioned in the catalog descriptions if they impair the overall visual impression; a detailed condition report can be requested free of charge for each item.
4. the items to be auctioned are used and are offered in the condition in which they are at the time of the call without liability on the part of the auctioneers for legal and material defects. The catalog descriptions made with the necessary care and to the best of our knowledge and belief are not warranted characteristics within the meaning of sales law, in particular in accordance with §§ 459 ff. BGB. The same applies to the illustrations in the catalog; these serve the purpose of guiding the interested party during the preliminary inspection, they are not decisive for the condition or the quality of the item. The estimated prices stated in the catalog are EURO prices and serve only as an indication of the market value, without guarantee of accuracy.
5. the auctioneers reserve the right to combine or separate catalog numbers, to call them in a different order than that provided for in the catalog or to withdraw them. As a general rule, lots are called at 60% of the estimated price, unless higher written bids have already been received or the auctioneers have agreed a minimum hammer price (limit) of more than 60% of the estimated price with the consignor. Auctions are held at the discretion of the auctioneers, generally by a rounded 10% of the previous bid.
6. bidders attending the auction in person who are unknown to the auctioneers will generally be asked for proof of identity, for example by presenting an ID card or proof of creditworthiness. Prospective buyers who cannot or do not wish to attend the auction in person may submit a written bid to the auctioneers. These bids are deemed to be bids already submitted in the auction without premium, VAT and any other charges. In the event of any ambiguity in the written bid, the stated catalog number shall expressly prevail. The auctioneers may also request legitimation from written bidders unknown to them, which must be submitted by 12.00 noon on the day before the auction. Each written bid will only be accepted for the amount required to outbid another bid. The auctioneers accept no liability for the processing of written bids. Telecommunication bids are only admissible if the bidder has been previously approved in writing by the auctioneers. In special cases, however, the auctioneers may accept such bids even if no prior written confirmation has been received. Incorrectly submitted orders and bids shall be fully at the bidder's expense. Otherwise, the regulations on written bids apply accordingly to such bids.
7. if a bidder wishes to place bids on behalf of another party, he must inform the auctioneers of this before the auction begins, stating the name and address of the party represented. Otherwise, the purchase contract with the bidder shall be concluded upon acceptance of the bid. The bidder alone shall be liable to the auctioneers for the legal validity of his power of attorney; in case of doubt, the purchase contract shall be deemed to have been concluded with the bidder upon acceptance of the bid.
8. the bid is accepted if no higher bid is submitted after three calls for bids. However, there is no entitlement to acceptance of a bid. Notwithstanding the possibility of refusing to accept a bid, the auctioneers may knock down an item subject to reservation; this applies in particular if the minimum hammer price stated by the consignor has not been reached. In the event of a conditional knockdown, the bidder shall remain bound by his bid for 21 days after the day of the knockdown. If it is confirmed in writing by the auctioneers within this period, the knockdown is deemed to have been accepted; otherwise the knockdown is deemed to have been refused. If there are several bids of the same amount, the lot shall be drawn. If a difference of opinion regarding a knockdown cannot be settled immediately, the lot will be re-bid. A contract of sale is concluded between the auctioneers and the successful bidder when the lot is knocked down.  
In a timed auction, the bidding process is handled by Internet auction platforms of the Auction Technology Group (Lot-tissimo and/ or Liveauctioneers). Bidding requires registration with these internet platforms and registration for the auction.
9. a premium of 30% will be charged on the hammer price. In accordance with the differential taxation regulations (§ 25a UStG), VAT is not shown. The works of art marked with an asterisk are subject to standard taxation. A premium of 22% will be charged on these and 19% VAT on this sum (for one asterisk) and 7% (for two asterisks). Buyers who are entitled to deduct input tax will be charged for all purchases in accordance with standard taxation. Buyers from non-EU countries are not charged VAT if the goods are shipped or official proof of export is provided. Companies from EU member states are also exempt from VAT if they provide their VAT ID number when shipping or collecting purchases.
10. acceptance of the bid obliges acceptance and payment. Ownership shall not pass to the successful bidder until payment has been made in full, and the risk of any damage shall pass to the successful bidder upon acceptance of the bid. Unless otherwise agreed in writing, the purchase price is due upon acceptance of the bid. Payments are to be made to the auctioneers in euros. Checks will only be accepted on account of performance. All costs, fees and taxes of a bank transfer, including deducted bank charges, shall be borne by the successful bidder. Payments by external bidders who have bid in writing or by telephone shall be due within 10 days of the invoice date, unless otherwise agreed in writing. The successful

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bidder may only offset undisputed or legally established claims against the auctioneers; rights of retention are excluded unless they are based on the same contractual relationship. Invoices issued during or immediately after the auction are subject to verification; errors excepted.

11. the delivery of the auctioned items shall be made against cash payment. However, they will only be handed over after full payment has been made. The successful bidder must collect his purchase immediately, at the latest 14 days after the day of the knockdown, during the business hours of Roswitha und Dr. Markus Doebele GbR or at an agreed time. A shipping order from the successful bidder to the auctioneers must be placed in writing within a period of 7 days after the day of the knockdown. The Auctioneers shall commission suitable art forwarding agents for shipping, storage and packaging. These orders shall be placed exclusively for the account and at the risk of the successful bidder; he shall be deemed to be the client, even if the auctioneers have placed the order in his name. Upon expiry of these deadlines, the successful bidder shall be in default of acceptance. If he does not collect his purchase despite a grace period set by the auctioneers, the auctioneers shall be entitled to store his purchase at the risk and expense of the successful bidder, including the costs of insurance, with an art forwarding company. The successful bidder shall be notified of this measure in writing.

For purchases from an online timed auction, there is a right of withdrawal of 14 days from receipt of the goods. In this case, the goods must be returned to the auction house immediately and in full and in the condition in which they were handed over. The buyer is liable for defects and losses until the goods have been returned in full. If the return conditions are not met, no full refund will be made. Returns are excluded after the period of 14 days after receipt.

12. if the successful bidder is in arrears with a payment, the auctioneers may, without prejudice to further claims, demand default interest of 1% per month or part thereof. 30 days after the occurrence of default, the Auctioneers shall be entitled and, at the request of the Consignor, obliged to provide the Consignor with the name and address of the successful bidder. Otherwise, in the event of default of payment, the auctioneers may choose to demand fulfillment of the purchase contract or, after setting a reasonable deadline, compensation for non-fulfillment. In this case, the damages can also be calculated in such a way that the item is auctioned again in a new auction and the defaulting successful bidder must pay for any reduced proceeds compared to the previous auction as well as for the costs of the repeated auction. He is not entitled to any additional proceeds.

13. the Auctioneers assume no liability for defects insofar as they have fulfilled their duty of care; any liability of the Auctioneers for framing and glazing is excluded. However, the auctioneers undertake to assert their warranty claims against the consignor within the limitation period in the event of timely and justified complaints of defects. In the case of defects relating to the authenticity of the item, the limitation period shall be 365 days; for all other defects, it shall be 180 days after the day of the knockdown. In the event of a successful claim against the consignor, the auctioneers shall refund

the hammer price, the premium, the calculated costs and the calculated VAT to the successful bidder, insofar as these have already been paid to the auctioneers. Any further claim is excluded.

14. all of the above provisions shall also apply mutatis mutandis to the sale by private treaty of items consigned to the auction and not knocked down. The sale by private treaty ends 35 days after the auction day.

15 German law shall apply exclusively; the provisions of the Uniform Law on the International Sale of Goods and the law on the conclusion of international sales contracts for movable goods shall not apply. The place of performance is Effeldorf. The place of jurisdiction, insofar as this can be agreed, is Kitzingen.

16 Should one or more provisions of these contractual terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions.

Roswitha Doebele - Dr. Markus Doebele  
Auctioneer

Status: April 2025