

Automobilia- Ladenburg

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AUCTION ORDER NO.:

Between

(Last name, first name; Street address; Postal code, Town)

- hereinafter referred to as client -

E-mail _____

Phone No. _____

and the aforementioned auctioneer - hereinafter referred to as auctioneer - the following contract is concluded:

1. On behalf of and for the account of the client, the auctioneer is commissioned to sell at auction the separately listed objects at the auction on _____ in public to the highest bidder in accordance with the auction conditions known to the client.
2. The fee to be paid to the auctioneer is 17% plus VAT at 19% (20,23 %) of the respective auction proceeds. For items valued at less than or equal to EUR 200, the surcharge is 24% plus VAT at 19% VAT. If the client sets the limit prices, a commission of 10% plus VAT (total 11.90%) is to be paid for items not auctioned. For a total value of less than €500, a processing fee of €100 will be charged.
3. The auctioneer may sell any items not sold at the auction within 10 weeks after the auction under private contract at the limit price, whereby the sales proceeds are used as a basis for calculating the fee.
4. The Supplier guarantees that he/she is the owner of the articles provided, that these are not encumbered by any third-party rights, that the auctioneer is entitled to offer these for sale within the auction and that ownership can be transferred to any successful bidder unencumbered by any third-party rights. In the event of any breach, he/she will be liable for possible loss including any lost profit.
6. Withdrawal of the auction order by the client is possible until the end of the auction and/or until the end of the period specified in No. 4 only if a commission of 17% plus the statutory VAT of 19% (20,239%) is paid on the limit price and compensation for the costs incurred is paid. Upon withdrawal of an item from the auction, the consigning party must cover any costs incurred, e.g. flyers (for customer information), expenses (travel expenses, etc.) of the bidder.
6. If a sale is not possible within the specified period, the sales order will expire.
7. The auctioneer undertakes to pay the proceeds of the auction or sale to the client within 10 weeks of receipt, provided that the auctioned item(s) has/have been paid for by the bidder.

Bankdata:

Iban: _____ BIC: _____ Bankadress: _____

8. If a provision of this contract is or becomes null and void, this does not affect the validity of remaining provisions of this contract.
9. Other agreements: _____
10. The auctioneer is liable for losses or damage for the duration of the auction order only to the extent of the transport and storage insurance he has taken out.
11. The court of jurisdiction for both parties is Heidelberg.
12. In the event of complaints, the auctioneer has the right to decide whether he will rescind the purchase contract.
13. The seller bears the costs for returning non-auctioned items. These costs are set by the contracted company.

Self-collectors must collect the item within 14 days of the account date; additional storage costs apply from the 15th day onwards (€ 10 a week)

Item will be collected!

Ladenburg, _____

(Client)

(Auctioneer)

