

TERMS AND CONDITIONS OF AUCTION OF HAMPEL FINE ART AUCTIONS GMBH & CO. KG

1. Auction

1.1. The auctions performed by Hampel Fine Art Auctions GmbH & Co. KG, registered with the Munich Local Court (Amtsgericht München) under company number HRA 98405 (hereinafter referred to as the "Auction House"), are public and voluntary auctions as defined by sections 383, sub-section 3, and 474, sub-section 1, clause 2 of the German Civil Code (BGB), in which every consumer can participate. The provisions on the sale of consumer goods do not apply therefore. The items are sold by the Auction House as agent of the consignor for the account and on behalf of the consignor.

1.2. A contract is not entered into by the successful bidder and the Auction House for this reason. Any claims of the successful bidder arising from the auction shall be directed to the consignor as seller of the item due to the form of auction as agency business.

1.3. These Terms and Conditions shall apply to the auction, as well as to the subsequent sale of any items which have not received a bid in the auction. Such subsequent sale shall be subject to the provisions specified in par. 14 of these Terms and Conditions.

1.4. By making a bid, the bidder and/or the future successful bidder expressly acknowledges the applicability of these Terms and Conditions which are printed on the back of the bidding forms and in the catalogue, displayed on the Auction House premises and published on the website of the Auction House at www.hampel-auctions.com.

1.5. The contract is legally bindingly concluded upon acceptance of the bid with the contracting party whose data have been provided. Therefore, please carefully check whether these data are correct, especially with whom the contract should be concluded (individual, company, agency).

1.6. The consumer has no right of objection owing to the absence of a statutory basis.

1.7. Any general terms and conditions of the successful bidder shall not apply.

2. Catalogue / Internet

2.1. The description of the items is available in the German and, for selected items, English language. In all cases of doubt, the German version of the catalogue shall prevail. Any catalogue details in other languages are merely a service of the Auction House and not legally binding.

2.2. When allocating the successful bidder's bid made in writing or by telephone, as well as the accepted bids, the number stated in the catalogue shall be relevant, but not the title.

2.3. Colour deviations and the size of the illustrations in the catalogue are caused by printing and transmission. Analogous to par. 13.3, the consignor and the Auction House shall not assume any liability if the digital photographs and videos used in the catalogue, on the internet and in live auctions, as well as in subsequent sales deviate in description, size, quality and colour context from the original.

2.4. Any items owned by the Auction House are specially marked with an "*" Only in this exceptional case, the purchase contract is directly concluded with the Auction House.

2.5. The Auction House may combine or separate catalogue numbers and, to the extent that a particular reason exists to do so, withdraw or call them in another sequence than the one stated in the catalogue.

3. Prices

3.1. The estimated prices stated in the catalogue of the Auction House are only a non-binding indication for the successful bidder. They may be minimum hammer prices if the Auction House has agreed upon a limit with the consignor.

3.2. All estimated prices are stated in Euro; accordingly, the acceptance of bids is also in Euro. Any and all statements in foreign currencies shall not be legally binding.

4. Bidders

4.1. Each bidder shall receive a paddle number after submitting a valid form of identification and admission to the auction by the Auction House.

4.2. Bidders who are unknown to the Auction House and/or with whom it has not done business before, shall submit a written application and, upon request of the Auction House only, a payment on account no later than in the evening before the day of the auction. The bidder will not be admitted to the auction and assigned a paddle number until payment, if required, has been received.

4.3. Only bids made under this paddle number will be considered at the auction.

4.4. Bidders shall acquire, if the bid is awarded, the items in their own name and for their own account. If a bidder wishes to bid on behalf of a third party, the bidder shall expressly notify the Auction House no less than 24 hours before the auction begins, stating the name and address of the party the bidder is representing as well as submitting a written power of attorney recently granted. Otherwise, any contracts (cf. par. 7. of these Terms and Conditions) shall be concluded with the bidder when the bid is awarded. In cases of agency, proof of the credit standing of the principal as laid down in par. 4.2. of these Terms and Conditions shall be submitted. In all other respects, the provisions of the statutory right of agency pursuant to sections 164 et seq. BGB shall apply.

5. Bids by persons present

Bids by persons who attend the auction in person shall be made by clearly raising the paddle number.

6. Bids by persons not present

6.1. Bids by persons who are not present may be made by telephone, in writing, via the website or in an internet live auction, but not by email.

6.2. Bids by persons not present are only allowed if the bidder has applied for admission no later than in the evening before the day of auction. In case of doubt, the catalogue number shall be applicable; any uncertainties shall be at the bidder's expense. The Auction House shall assume no guarantee for the handling of bids made in absentia. In particular, it will not be responsible for effecting and maintaining telecommunications connections or for transmission errors.

6.3. Bids made in writing can only be admitted within the period of time stated in par. 6.2. of these Terms and Conditions provided such bids are made by submitting a properly completed "Bids in writing" form provided by the Auction House for this purpose, which shall have been personally signed by the bidder. The form is available on the premises of the Auction House as well as on its website, www.hampel-auctions.com, and is printed in its catalogues. All bids made in writing are deemed bids made in the auction. If several bids of the same amount have been made in writing for one and the same auction item, the bid which the Auction House received first will be accepted unless a higher bid has been submitted or is made. If several bids are received on the same day, the bid awarded shall be decided by lots. Each bid in writing generally deemed a maximum bid shall only be utilised by the Auction House in protecting its interests to the extent that it is necessary to outbid another offer.

6.4. Bids made by telephone shall only be admitted if such bids are announced/applied for by submitting a properly completed "Bids by telephone" form provided by the Auction House for this purpose, which shall be received by the Auction House within the period of time stated in par. 6.2. of these Terms and Conditions. The form is available on the premises of the Auction House as well as on its website, www.hampel-auctions.com, and is printed in its catalogues. Bids by telephone are carried out for the bidder by a telephonist present in the auction room. The Auction House may record any telephone conversations. The bidder consents to such recording by submitting the application to bid by telephone.

6.5. Bids by absent new clients and absent foreign bidders can only be considered if such persons have at least stated their bank account information in the forms in par. 6.3. and 6.4. of these Terms and Conditions, and enclosed a copy of their national identity card or passport and, if requested, made a payment on account.

6.6. Any changes or cancellations of bids made in writing as well as any applications for bids by telephone must be received by the Auction House no later than in the evening before the day of the auction.

7. Acceptance of a bid

7.1. The initial bid price will be determined at the discretion of the auctioneer appointed to carry out the auction. Generally, it should not be lower than half of the estimated price. As a rule, the bid will be increased by approx. 10% over the previous bid. The appointed and acting auctioneer has the power to decide on the said increase.

7.2. The purchase contracts between the consignor and the successful bidder shall be concluded by the acceptance of the bid. The bid shall be awarded if, after three calls on a bid, no higher bid is offered. If no bid is accepted, this may be indicated by "nicht verkauft" ("n.v."), "bought in", "not sold" or "passed".

7.3. The successful bidder shall also remain bound by his or her bid if a subsequent higher bid is rejected by the Auction House or its invalidity is determined no later than one month after acceptance of the bid.

7.4. The Auction House is entitled to reject a bid and/or to refuse to accept a bid and to offer the item once again if a higher bid submitted in good time was overlooked with the hammer in error or if any other doubts exist with regard to acceptance of the bid. The previous acceptance of a bid shall become invalid upon a new call for bids and/or acceptance.

7.5. The Auction House can make bids for the consignor until the limit is achieved without having to indicate this and irrespective of whether other bids are made. The item is not auctioned off then.

7.6. In individual cases, the Auction House may, particularly if the reserve ("limit") set by the consignor has not been achieved, award acceptance of the bid with reserve. The foregoing shall be expressly indicated by the Auction House upon acceptance of the bid through the addition "unter Vorbehalt (English: "with reserve") or "u.V.". The bid accepted with reserve shall be ineffective unless the Auction House submits a written or implied confirmation of the bid, inter alia, by presenting an invoice within one month following the day of the auction. For the confirmation of acceptance of the bid with reserve within the specified time limit, timely sending to the address of the successful bidder notified to the Auction House shall be sufficient within the said one-month period. If the acceptance of the bid is not confirmed, it shall be cancelled upon expiry of the aforesaid time periods.

7.7. Upon acceptance of the bid, the risk of accidental deterioration or loss of the item accepted by bid shall pass to the successful bidder. The successful bidder shall collect the item no later than within two weeks after acceptance of the bid. In addition, the provisions of par. 9. of these Terms and Conditions shall apply.

7.8. The Auction House is not required to give up possession of an item before full payment of all amounts owed by the successful bidder/the price owed pursuant to par. 10. of these Terms and Conditions.

8. Premium

8.1. In addition to the hammer price, the successful bidder shall pay a buyer's premium of 29.5% of the hammer price. The said amount includes value-added tax at the statutory rate on the buyer's premium. The value added tax upon the commission shall be included and not separately shown.

8.2. In the case of items marked with an "+" value-added tax at the statutory rate on the hammer price shall be paid in addition to the hammer price and the buyer's premium.

9. Reimbursement of expenses

9.1. The successful bidder is liable, vis-à-vis the consignor, to pay half the statutory artists' resale rights ("droit de suite") charges. The said charges are payable under section 26, sub-section 1, of the German Copyright Act (UrhG) when selling originals of a work of fine arts whose copyright has not yet expired. It is shown and invoiced separately; invoicing may occur at a later date where applicable.

9.2. The obligation of the successful bidder to pay the costs set forth in these Terms and Conditions of Auction such as fees for late payment, transport and insurance costs, costs of prosecuting an action, interest, etc. shall remain unaffected.

9.3. Value added tax at the statutory rate shall be paid on each of the aforesaid amounts, with the exception of the droit de suite charges.

9.4. The Auction House is entitled to assert and, if applicable, enforce by legal action the claims of the consignor and the claims referred to in par. 10. of these Terms and Conditions, including the consignor's claims, in its own name vis-à-vis the successful bidder. The consignor has already granted the pertinent powers of attorney and assignment of claims in order to recover the claims upon awarding the auction order.

10. Payment

10.1. The amounts owed by the successful bidder as specified in par. 7, 8. and 9. of these Terms and Conditions shall be due and payable upon acceptance of the bid.

10.2. All invoices issued during or immediately following the auction shall be subject to review. 10.3. Payments have to be made in cash. Cashless payments must be made at no costs and charge to the Auction House and are only accepted as conditional payments. Credit card payments are not accepted. The Auction House, however, accepts EC card payments.

10.4. The successful bidder shall be deemed in default of payment two weeks after acceptance of the bid. For each reminder letter, the successful bidder shall pay to the Auction House the amount of € 15 incl. value-added tax at the statutory rate. Upon the time of default in

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payment, interest shall be payable at a rate of 1%/month on debts due according to par. 10.1. of these Terms and Conditions. Further claims by the Auction House or, when applicable, the consignor shall remain thereby unaffected.

10.5. The consignor, acting through the Auction House, may insist upon payment together with acceptance of the items or cancel the purchase contract. The right to claim loss or damages shall not be excluded by such a cancellation. The Auction House may, inter alia, claim compensation from the successful bidder. The said claim for loss or damages also includes the consignor's commission, the premium of the Auction House, the costs of advertising, catalogue illustrations and insurance, as well as the costs of return delivery and a renewed auction if applicable incl. any storage, handling and additional insurance costs which may be incurred. Moreover, the aforementioned claim for loss or damages is comprised of the cost of prosecuting an action and any deficit in the proceeds of a renewed auction. The successful bidder who defaults on payments is not entitled to receive any excess proceeds. Any rights and claims of the consignor may be directly asserted by the Auction House vis-à-vis the successful bidder in its own name by virtue of a valid power of attorney and an assignment granted together with the auction order (litigation in its own name but on another's behalf).

10.6. Ownership of the item accepted by bid is transferred to the successful bidder only upon payment of the full invoice amount to the Auction House. Thus, the items will only be surrendered or sent after receipt of full payment.

10.7. The successful bidder shall only be entitled to a set-off against the consignor or the Auction House if the relevant claims are undisputed or have become *res judicata*. The successful bidder shall not have any rights of retention or rights to refuse performance if she or he is a trader as defined by the statutory provisions.

10.8. In the event of cancellation and/or the assertion of a claim for loss or damages as set forth in par. 10.4. of these Terms and Conditions, the Auction House is entitled to exclude the successful bidder from making bids in other auctions.

10.9. If the successful bidder has provided his or her credit card details to the Auction House, the Auction House is entitled, after the bid has been accepted, to charge the successful bidder's credit card for the payments owed by the successful bidder pursuant to par. 10.1. and the foregoing Terms and Conditions.

11. Collection

11.1. The Auction House shall store and insure the items, which shall be collected by the successful bidder in accordance with par. 7. of these Terms and Conditions, for the hammer price at the Auction House's own expense for 2 weeks after acceptance of the bid. The said insurance shall cover all property risks such as fire, tap water, theft by housebreaking, vandalism, theft alone, as well as the risk of loss of and damage to the items on the premises of the Auction House. Upon expiration of the 2-week period after the acceptance of the bid, the Auction House is entitled to authorise a forwarding agent to store and insure the items in the name and for the account of the successful bidder or store such items on its own premises against payment of a fixed daily rate for storage and insurance costs. The said fixed rate depends on the size of the item and ranges from € 1 to € 5 per day per item.

11.2. Any item accepted by bid shall be exclusively transported in accordance with the written instructions of the successful bidder. The Auction House shall only be liable for the proper delivery of the items to the forwarding agent, courier or any other persons designated to carry out the transport. Section 447, sub-section 1 BGB shall apply.

11.3. It is the successful bidder's own responsibility to obtain the required export documents, particularly permits related to cultural heritage protection laws and CITES permits. Hampel Fine Art Auctions GmbH & Co. KG offers to assist the client in applying for any CITES paperwork for a fee of € 200 / per object (regardless of the application's success). US law restricts the import of several watch brands. Hampel Fine Art Auctions GmbH & Co KG cannot provide assistance in importing these items. Hampel Fine Art Auctions GmbH & Co KG reserves the right to remove bands made of leather derived from endangered or protected species. The import of such items can be forbidden in some countries. For further information please contact the local customs authority.

12. Condition of the items

12.1. All items may be viewed on the premises of the Auction House before the auction during the preview periods and examined without time limitations. Unless otherwise expressly stated, the items are used items and their state of preservation corresponds to their age, use and application up to the present time.

12.2. Accordingly, all items are sold by the Auction House in the condition applicable upon acceptance of the bid ("as is").

12.3. The descriptions in the catalogues of the Auction House are for information purposes only, but they do not constitute an agreement on their quality. The actual condition constitutes the agreed quality as defined by section 434, sub-section 1, clause 1 BGB, even if the Auction House has given a condition report to the successful bidder at his or her request. Such condition reports do not contain any individual agreements deviating from the provisions of par. 12.1. and 12.2. of these Terms and Conditions; they simply express the subjective evaluation of the Auction House. This is a customer service from which the successful bidder may not derive any understanding deviating from or exceeding these Terms and Conditions of Auction.

12.4. Any objections possible, relating to the condition and/or state of preservation of the respective item, shall only be mentioned in the auction catalogue or any condition report if, in the opinion of the Auction House, it significantly distracts from the overall visual impression of the item. In this respect, the absence of references to repairs, additions, restorations, removal of frames, damage, etc., or other measures taken on the auction item, does not imply that an auction item is in poor condition from an objective point of view. Each bidder may view and inspect the auction item with enough time before the auction, cf. par. 12.1. of these Terms and Conditions.

13. Liability

13.1. All information provided in the catalogue or in the corresponding internet presentation is based on scientific findings published or otherwise publically accessible until the time of the auction and on the information provided by the consignor. Such information is not part of the agreed quality of the items and does not include any guarantees in a legal sense. The Auction House reserves the right to correct any catalogue information about the items or to withdraw any items. The correction of descriptions or the withdrawal of any items ("withdrawal") shall be effected by means of a written notice at the location of the auction and orally, immediately before the auction, by the auctioneer authorised to carry out the auction. Such corrected information shall replace the catalogue description.

13.2. All items can be viewed and examined by the successful bidder prior to the auction (cf. par. 12 for details). Any claims against the Auction House under a warranty or for defects in quality are excluded if the Auction House has observed any contract-typical and reasonable due diligence obligations when drafting the catalogue description depending on the item's value. In this respect, any other findings of the successful bidder shall be considered in favour of the Auction House if the successful bidder has not informed the Auction House about these findings. For a period of 12 months after acceptance of the bid, the Auction House, however, undertakes to refund the premium according to par. 8 in cases of proven unauthenticity.

13.3. Any claims for damages of the buyer against the Auction House, its legal representatives, employees, vicarious agents (the "acting persons") shall be excluded for whatever legal reason. The exclusion of claims for damages shall not apply if the acting persons act intentionally or grossly negligently. The exclusion of liability shall also not apply in cases a guarantee is provided or characteristics warranted if these are the basis of the claims for damages. Any liability for an injury to life, body or health shall remain unaffected in each case.

13.4. If the Auction House engages any third parties in fulfilling its obligations, it shall only be responsible for intentional or grossly negligent actions by such persons or by itself in selecting and supervising such persons, with the exception of liability for breach of cardinal duties and liability for injury to life, body or health.

14. Subsequent sale

Items that have not been sold may be acquired by way of subsequent sale. Potential buyers can submit their offer, which shall include a bid with the specific amount, either in person, by telephone, via internet or in writing. The provisions of these Terms and Conditions shall also apply *mutatis mutandis* to the said offer, its acceptance by the Auction House and the contract concluded thereby.

15. Final Provisions

15.1. These Terms and Conditions of Auction regulate all relationships between the successful bidder and the Auction House as well as between the consignor and the successful bidder. Additional conditions may apply in case of a long distance selling contract

15.2. The law of the Federal Republic of Germany shall be exclusively applicable. These Terms and Conditions shall not be subject to the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.3. The official language for negotiations and of the contract shall be German. Any descriptions and documents, including these Terms and Conditions of Auction, drawn up in other languages are solely of an informal nature and are not authoritative.

15.4. Munich shall be the place of fulfilment.

15.5. Munich shall be the exclusive place of jurisdiction for all claims arising from the contractual relationship between parties, if the successful bidder is a trader as defined by the statutory provisions or a legal person under public law. The same place of jurisdiction shall apply if the successful bidder does not have a general domestic place of jurisdiction, if he or she has relocated his or her principal place of business or legal or habitual residence abroad after conclusion of the contract or if his or her principal place of business or habitual residence is unknown upon commencement of the action. In all other cases, the court in whose district the successful bidder has his or her principal place of business or legal residence or, in the absence thereof, habitual residence upon commencement of the action shall be competent for all claims of the Auction House arising from the contractual relationship with the successful bidder.

15.6. Should one or more of these provisions be or become invalid or unenforceable, this shall not affect the enforceability of the remaining provisions. The invalid/unenforceable provision shall be replaced by common consent of both parties by a valid and enforceable provision that corresponds as closely as possible to the original intended purpose of the provision.

Hampel Fine Art Auctions GmbH & Co. KG

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