

Terms & Conditions

The sale takes place in cash, by debit card, by bank transfer or via a payment method offered online. To this is added 29.5% premium (25% premium at the auction of coins and banknotes). Cash payments are only permitted up to the maximum amount allowed by law. If the purchase amount exceeds this limit, the remaining amount must be paid by debit card, by bank transfer, or via an online payment method. Purchased lots will only be delivered or shipped after payment.

The VAT treatment depends on the type of buyer and the destination of the goods:

- For sales within the EU, both to private individuals and businesses, the margin scheme applies.
- For sales to buyers outside the EU, the 0% VAT rate applies, provided the goods are demonstrably exported to a destination outside the EU.
- If export to a country outside the EU cannot be demonstrated, the margin scheme remains applicable.

During the auction or after each session, there is an opportunity to take the purchased lots after payment, if there is a physical auction. If a lot is not picked up during or after the auction, the invoice will be sent to the buyer. If a customer pays within 7 days, the goods can be shipped or picked up. Shipping costs and transport insurance will be charged. Sending purchased lots by (registered) mail is at the risk of the buyer. The final collection period is 10 days after the last auction day. Pick-up days are Monday to Friday from 10:00 am – 4:00 pm.

Article 1 Applicability

1.1

These general terms and conditions of the auction apply to all auctions organised by AuctionNL BV, unless explicitly stated otherwise in a catalogue or communicated at the start of and during an auction.

1.2

Deviating from these general terms and conditions is only legally valid if it has been agreed in writing between AuctionNL BV and the buyer.

1.3

The applicability of the auction conditions will be made known to auction visitors by publication via the internet, upon registration of the auction participant and on the website of AuctionNL BV. The auction conditions are also available for inspection at the auction house. Anyone who participates in an auction hereby declares that he fully accepts the applicability of these terms and conditions.

Article 2 Duty to provide information and inspect

2.1

Descriptions in the catalogue and all written or oral information are provided by AuctionNL BV and its staff to the best of their knowledge.

2.2

Before the purchase, the buyer must carefully and expertly inspect the condition and description of

an object in the catalogue or via the internet and must form his own opinion about the extent to which the object corresponds to its description. If certain defects or imperfections are mentioned in the catalogue or on the internet, this is intended to be an indication that is not exhaustive and from which the buyer cannot derive any rights.

2.3

AuctionNL BV accepts no liability for the correctness of the description in the catalogue or incorrect (oral) information, except insofar as provided for in article 6 of these terms and conditions.

2.4

The circulation figures and other details indicated by AuctionNL BV have been obtained from internationally known catalogues, professional literature, etc. We consider this information to be reliable, but we are excluded from liability in respect of it should the contrary be the case.

2.5

Additional provisions apply to the purchase of goods that may contain materials covered by the CITES Convention, such as coral (used in jewellery), rosewood, ivory, tortoiseshell (sometimes incorporated into silver items) and other related materials. Buyers are expected to:

- know that exporting such goods outside the EU may require licenses.
- recognize that some countries have strict CITES rules.
- investigate the origin and provenance of the article independently.
- be aware that AuctionNL BV is not liable for legal consequences related to the purchase of goods containing materials that fall under the CITES Convention.
- understand that obtaining the necessary permits is always the responsibility of the buyer.
- seek additional advice on CITES regulations, if necessary, prior to purchase.

By bidding on and/or purchasing goods that may be covered by the CITES Convention, the buyer acknowledges and accepts the above conditions and restrictions. The buyer is solely responsible for any damages that occur as a result of any applicable conditions or restrictions.

2.6

It is the buyer's responsibility to find out for themselves prior to purchase if any additional duties or import tariffs apply to the purchase. AuctionNL BV cannot be held responsible for informing the customer about such matters. It is the buyer's responsibility to inform themselves of any additional charges that may apply when importing the purchased good.

Article 3 Bidding

3.1

Bidding currency is in euros only.

3.2

The buyer can bid in person. The buyer also has an opportunity to bid by placing a written commission bid (purchase order). These written bids can be entered on veiling.goudwisselkantoor.nl. Other bidding methods, such as commission bids via internet or verbal bidding orders, are only available if they are explicitly offered by AuctionNL BV.

3.3

Written bidding orders (purchase orders) must be placed at AuctionNL BV 1 working day before the

auction date. They must be unambiguous and clear, in the opinion of AuctionNL BV. AuctionNL BV may refuse written bidding orders without giving reasons.

3.4

AuctionNL BV may demand a deposit of up to 30% of the written bid order from the person who places a written bid order. The security deposit will be returned to the bidder if he is not the buyer. The deposit will be deducted from the purchase price to be paid if he is the buyer.

3.5

If there are multiple written or online bidding orders received by AuctionNL BV where the amounts to be bid are the same and these bids at auction are the highest bids on the object, the object will be sold to the person whose bid was received first by AuctionNL BV.

3.6

If multiple bid orders, either in writing or via the internet, are received by AuctionNL BV where the amounts are different, the bid will be opened with the amount of the highest bid, either in writing or via the internet.

3.7

The submitter of a written bid must check with AuctionNL BV whether his bid has been definitively awarded.

3.8

The objects will be auctioned by auction, unless explicitly stated otherwise before the start of the auction.

3.9

AuctionNL BV excludes any liability in respect of the failure of a written bid or bid by means of the internet for any reason whatsoever.

3.10

The auction will take place by ascending bid increments: increases up to 70 euros by 5 euros, from 70 to 200 euros by 10 euros, from 200 to 500 euros by 20 euros, from 500 to 1500 euros by 50 euros, from 1500 to 3000 euros by 100 euros, from 3000 to 10,000 euros by 200 euros, from 10,000 to 20,000 euros by 500 euros, from 20,000 to 40,000 euros by 1000 euros, from 40,000 to 100,000 euros by 2000 euros, from 100,000 to 250,000 euros by 5000 euros, and above 250,000 euros by 10,000 euros. The auctioneer is entitled to deviate from these amounts. AuctionNL BV reserves the right to round up amounts specified in written bids that do not fall within this scale. For starting prices described as 'bid,' a minimum price of 5 euros applies.

Article 4 Conclusion of the purchase agreement

4.1

The purchase is concluded upon final allocation to the highest bidder (buyer). Final allocation occurs when AuctionNL BV has accepted the buyer's bid or has assigned the object to the buyer.

4.2

If more than one person believes they are the buyer, AuctionNL BV will decide on the allocation, or

the bid will be reopened.

4.3

All items are sold in the condition they are at the time of allocation.

4.4

For transaction amounts of 15,000 euros or more, the transaction can only be completed after AuctionNL BV has established and verified the identity of the customer through an identity document check and/or other additional measures. If the bidder remains in default for more than four weeks, AuctionNL BV reserves the right to dissolve the underlying purchase agreement(s).

Article 5 Buyer's obligations

5.1

The buyer is deemed to have purchased for himself and is liable for payment without being able to rely on a client (principal).

5.2

The rights and obligations under the purchase agreement and these general terms and conditions of the auction belong exclusively to the buyer and cannot be transferred by the buyer to third parties.

Article 6 Take-back obligation AuctionNL BV

6.1

Unless expressly excluded for certain objects in the catalogue or lot list, AuctionNL BV is – without prejudice to articles 2 and 4 – prepared to take back an auctioned object against a simultaneous refund of the purchase price charged, if the buyer proves to the satisfaction of AuctionNL BV within a period of 14 days after the sale by a generally recognized expert that the auctioned object has such serious hidden defects, the description provided is so incorrect or the authenticity is not found to be genuine that if these defects or the correct description had been known to the buyer at the time of assignment, he would have abandoned the purchase or would have purchased only at a considerably lower price. This does not apply if the defects only concern the condition of the object (such as wear and tear and restoration).

6.2

The take-back obligation can be extended for the objects that are to be inspected. In that case, AuctionNL BV must be notified of this within 14 days after the end of the auction, stating the objects to be inspected.

6.3

AuctionNL BV is not prepared to take back the description if the description in the catalogue has been revoked prior to or during the auction and the correct description has been communicated to the public orally, in writing or by e-mail.

6.4

The willingness to take back also lapses if the buyer is unable to return the auctioned object in the same condition as it was at the time of allocation, at the discretion of AuctionNL BV.

Article 7 Rights of AuctionNL BV

7.1

AuctionNL BV reserves the following rights:

- a. refuse to accept persons as bidders, visitors, or buyers without giving reasons;
- b. make changes to the order of sale at any time;
- c. dropping or adding objects;
- d. combine or split lots;
- e. not to award or hold up lots;
- f. to rectify errors in bids and allotments, or to cancel a purchase, without a bidder being allowed to make use of errors and, in that case, to invoke a purchase agreement that has been concluded;
- g. immediately claim full payment after allocation, while in the event of refusal or inability to pay, AuctionNL BV has the right to cancel the purchase agreement and then to re-auction the object in question and not to accept the bid of the negligent bidder again;
- h. not to hand over any items during the auction;
- i. to put objects in dispute during or shortly after the auction back up for auction, and to dissolve any purchase agreement.

AuctionNL BV is also entitled to deviate from the order of lot numbers.

Article 8 Payment/transfer of ownership

8.1

The sale takes place in cash, by debit card, by bank transfer or via a payment method offered online. To this is added 29.5% premium (25% premium at the auction of coins and banknotes). Purchased lots will only be handed over after payment.

Cash payments are only permitted up to the maximum amount allowed by law. If the purchase amount exceeds this limit, the remaining amount must be paid by debit card, by bank transfer, or via an online payment method.

The VAT treatment depends on the type of buyer and the destination of the goods:

- For sales within the EU, both to private individuals and businesses, the margin scheme applies.
- For sales to buyers outside the EU, the 0% VAT rate applies, provided the goods are demonstrably exported to a destination outside the EU.
- If export to a country outside the EU cannot be demonstrated, the margin scheme remains applicable.

8.2 The payment by the buyer of the purchase price must take place before the delivery of the purchased items and within a period to be set by the AuctionNL BV, without discount or set-off being allowed, unless otherwise agreed.

8.3

Items purchased through a written or online bidding order (purchase order) must be paid for within 7 days of the invoice date.

8.4

The ownership of the objects changes after full payment of the purchase price.

8.5

AuctionNL BV has the right, if the buyer exceeds the payment term and is therefore in default by operation of law, to dissolve the purchase agreement in writing. AuctionNL BV also has the right to recover the entire damage, such as lower proceeds, and costs from the buyer and to auction the auctioned item immediately or later or to sell it out of hand. The negligent buyer cannot claim any higher yield.

8.6

If sent by post, shipping costs and transport costs will be charged.

8.7

When sending purchased lots by insured shipment, the shipment is insured by us up to a maximum of the invoice amount of the purchased lots. AuctionNL BV reserves the right not to send the lots and only to have them picked up at the office in Klaaswaal.

8.8

AuctionNL BV will only accept cash payments of substantial amounts if the buyer can adequately explain and substantiate the origin of the cash. AuctionNL BV is entitled to waive cash payment and to deliver purchased goods on invoice. Cash payments exceeding any legally permitted limit will not be accepted. AuctionNL BV reserves the right to decline cash payment and to deliver purchased goods on invoice.

Article 9 Collection period

9.1

The buyer is obliged to take the purchased items and to collect them (or have them collected) within a period to be specified by AuctionNL BV. Subject to the right of AuctionNL BV to indicate a shorter or longer term, the final collection period is 10 days after the last auction day. Pick-up days are Monday to Friday from 10:00 am – 4:00 pm.

9.2

If the purchased items are not collected on time, AuctionNL BV will charge a storage fee of 1% per week with a minimum of five euros per item per day calculated from the date after the expiry of the stipulated period.

Article 10 Liability

10.1

AuctionNL BV is not liable for business, consequential, financial and/or indirect damage.

10.2

AuctionNL BV is not liable for any accident or any form of damage that happened to someone in or near the buildings or grounds where there is an opportunity for storage or viewing where the auction takes place or where the sold goods are collected, except in the event that the damage is caused by intent or deliberate recklessness on the part of AuctionNL BV and/or auxiliary persons or staff members engaged by it and/or except insofar as insofar as an insurance policy has been caused by an insurance policy of AuctionNL BV.

10.3 Entering the buildings or grounds is at your own risk.

Article 11 Final provision

11.1

If a provision of these general terms and conditions of sale is null and void, is annulled or is declared dissolutive, the other provisions will remain in force and AuctionNL BV and the buyer will enter into consultation with a view to agreeing on a new provision (or provisions) to replace the void, annulled or resolute provision(s) declared null and void, whereby the purpose and purport of the void, void, void or void provision(s) will be clarified as much as possible. void or rescission provision(s) must be observed.

11.2

By participating in an auction facilitated by AuctionNL BV, participants indicate that they agree to the current, published general auction terms and conditions, including any changes compared to previous versions.

11.3 These general terms and conditions of the auction are exclusively governed by Dutch law.

11.4

All disputes relating to, arising from or in connection with a purchase agreement concluded between AuctionNL BV and the buyer, the conclusion of a purchase agreement or these general terms and conditions of the auction will be submitted exclusively to the competent court in Dordrecht for resolution, subject to the right of AuctionNL BV to bring the dispute before the competent court in the district of the buyer.