

Consignment conditions

The undersigned client and consignor commissions Schuler Auktionen AG to auction the listed objects for his account.

1.

The objects are sold to the highest bidder. No adjudications shall be made below the lower estimate. On request, minimum prices (reserve prices) can be agreed upon. Generally, the opening bid is no higher than the lower estimate. By consigning his objects, the customer declares his intention to sell these at an auction. For this reason, the consignor bears the expenses incurred by the auctioneer if, after agreement on the estimate, he should untimely withdraw the objects from the auction. This circumstance arises as soon as the auction house incurs costs arising from the production of the catalogue (assessment by an expert, images, appraisal fee etc.) for the withdrawn objects.

2.

On the hammer prices attained by each object, Schuler Auktionen AG charges a commission according as stated below:

Hammer prices up to CHF 500.–

25,0% (plus VAT)

Hammer prices from CHF 501.– to 5'000.–

20,0% (plus VAT)

Hammer prices from CHF 5'001.– to 50'000.–

18,6% (plus VAT)

Hammer prices from CHF 50'001.–

16,6% (plus VAT)

The consignor has to pay VAT on the commission and every other fee except for the hammer price.

3.

For worthwhile objects, the auctioneer can suggest to print colour illustrations in the catalogue. For each colour illustration, an amount of CHF 50.– or more is charged, depending on size.

4.

The objects are insured against burglary, fire, water, theft and damage. The insurance premium amounts to 1,7% of the upper estimate. Objects unsuitable for auction are not insured (nfA).

5.

Schuler Auktionen AG are entitled to offer objects of their choice for written auctions only («Blue Numbers Auction»).

6.

Early agreements on estimates are binding for both parties. Reserve prices subsequently requested by the consignor are subject to a charge (redemption: 3% of the reserve prices) in case the item is not sold at the auction for this reason.

7.

The auctioneer is entitled to sell unsold objects at a later time at the agreed reserve prices.

8.

The consignor is responsible for putting the objects at the disposal of Schuler Auktionen AG in time. The related transport costs, also for a possible return transport, are at the expense of the consignor. Should an enterprise be entrusted with returning the objects (Post/railway or shipping company), then the latter bears the carrier responsibility. Schuler Auktionen AG expressly declines any liability arising from packaging or transport.

9.

Schuler Auktionen AG settles the account eight weeks after the auction. The amount of the settlement is paid exclusively by bank transfer. On request, the amount can also be paid in cash after advance notification. If the successful bidder has not paid within the time limit of eight weeks, this payment is suspended for the duration of the debt collection. Should the debt collection be unsuccessful, the consignor can choose between taking the object back without cost and offering it again at one of the following auctions. In the latter case, Schuler Auktionen AG only charges a reduced commission of 10% and waives all further accessory charges. Schuler Auktionen AG is entitled to compensate any outstanding bill with the supplier.

10.

Approximately 2 weeks after closure of the auction, the consignor receives a provisional statement for his information (without engagement during collecting time).

Objects over CHF 200.–: after receipt of the provisional statement and without news from the consignor, the latter agrees to offer again all returns with an original estimate higher than CHF 200.– in a later auction for half the estimate without reserve prices. A third attempt

is excluded. Returns reclaimed by the consignor or rejected by Schuler Auktionen AG must be collected within two weeks after receipt of the provisional statement. After this time, these returns are handed to a charity organisation without further notice.

Objects under CHF 200.–: Objects with an estimate lower than CHF 200.– that were not sold the first time round must be collected within two weeks after receipt of the provisional statement. After this time, these returns are handed to a charity organisation without further notice.

11.

The consignor is liable for the indications given about origin, age and authenticity of the objects. He assumes possible expenses for necessary appraising and authenticity investigations.

12.

The consignor confirms that the consigned items were legally imported in Switzerland and that he has the right of disposal (Law on the transfer of cultural goods).

13.

For administrative and postal expenses, the auctioneer charges a lump sum amounting from CHF 70.– to CHF 200.– depending on the costs.

14.

These conditions are an integral part of the auction listing agreement, of the subsequent provisional and final statements and replace any earlier agreements such as consignment bills, receipts and contracts.

15.

All business relations with Schuler Auktionen AG are exclusively subject to Swiss Law. The parties expressly agree on Zurich as the place of jurisdiction.

SCHULER AUKTIONEN AG, 2015

In the case of litigation, the German version of the consignment conditions shall be binding.