

# CONDITIONS OF AUCTION SALE

**1. Auction:** We organize and perform the auction of the goods listed in this catalog as a sale and/or consignment sale of goods. All information regarding our clients is considered a trade secret. By participating in the auction, the participant expresses unconditional consent to the contents of these Terms and Conditions (the "Terms").

**2. Participation:** The auction is open to domestic and foreign individuals or entities that enjoy full legal capacity and which meet the conditions for participation in the auction. Participation in the auction and purchase of the goods is allowed only in participant's own name and for its own account; representation is excluded. Remote participation in the auction is also possible, by submitting limited bids in writing (details can be found on our website: [www.machochlapovic.com](http://www.machochlapovic.com)), or in real time via the AUEX online system ([www.auex.de](http://www.auex.de)). Participation in the auction is subject to participant's identification and control in accordance with Act No. 253/2008 Coll., as well as participant's proper registration - filling in and submitting the application, including the affidavit and consent to the processing of personal data (details can be found on our website, including the special obligations for remote participation). Legal entities are obliged to meet the conditions for participation in the auction at least 3 business days before the auction. We reserve the right, in our sole discretion, to make participation in the auction of participants unknown to us conditional upon the provision of references and/or making a reasonable advance prior to the auction (in case of successful award, the advance will be set off against the purchase price). Furthermore, we reserve the right, in our sole discretion, to exclude from participation in the auction untrustworthy persons and also those who behave inappropriately.

**3. Goods description and viewing:** The descriptions of the items in the catalog and their classification according to preservation criteria were carried out with extreme care; any errors therein, however, do not constitute any guarantee or our responsibility. All items in the catalog are possible to personally inspect at the specified time and place (information is available in the catalog and on our website).

**4. The course of the auction:** Before the auction, each participant receives its number, which is then used in the auction to perform its bids. During the auction, each participant is responsible that its number is not used by any other person. On-line bidders submit their bids in accordance with the AUEX on-line system ([www.auex.de](http://www.auex.de)). We diligently carry out limited bids, free of charge, but we accept no responsibility for any errors therein.

The prices listed in the catalog for each item are minimum prices in euros (starting price), lower bids cannot be accepted. The auction proceeds according to the instructions of the auctioneer. We reserve the right (differently from the catalog) to combine or to separate items, change their sequence or to place the unsold items back into the auction. The auction of particular item begins by calling out its sequence number and its starting price. The minimum rates of increase for the bidding procedure are determined depending on the last bid amount, as follows:

up to 20 € : 1 €	200 € - 500 € : 20 €	5.000 € - 10.000 € : 500 €	100.000 € - 200.000 € : 10.000 €
20 € - 50 € : 2 €	500 € - 1.000 € : 50 €	10.000 € - 20.000 € : 1.000 €	200.000 € - 500.000 € : 20.000 €
50 € - 100 € : 5 €	1.000 € - 2.000 € : 100 €	20.000 € - 50.000 € : 2.000 €	500.000 € - 1.000.000 € : 50.000 €
100 € - 200 € : 10 €	2.000 € - 5.000 € : 200 €	50.000 € - 100.000 € : 5.000 €	over 1.000.000 € : 100.000 €

Limited bids, if they are not a multiple of the above rates, will be rounded to the nearest possible bid downwards. If identical bids are submitted, limited bid shall prevail over the bid on the floor and the bid on the floor shall prevail over the on-line bid. In the event of two or more identical bids of the same type, the earliest received will take precedence.

The hammering will be awarded to the bidder after its bid was called out three times and no higher bid has been submitted. The hammering obliges the successful bidder to take over the goods and pay the purchase price. Objections to the hammering are only permitted on the floor and must be raised immediately, later objections will be disregarded. We reserve the right, in our sole discretion, to refuse to award the hammering, the right to exclude from auctioning of specific items persons who behave suspiciously or inappropriately and also the right to remove the already awarded hammering and place such item back into the auction. We shall decide, in our sole discretion, on any objections and/or disputes regarding the course of the auction.

**5. Price and payment conditions:** By hammering we accept the highest bid, hence the auction price is agreed upon and the purchase agreement is concluded (with the reservation of our option to remove the hammering until the auction ends in accordance with the previous point 4 of these Terms). The auction price is the basis for the calculation of the **buyer's surcharge of 20%** of the auction price. The auction price together with the buyer's surcharge constitutes the contractual purchase price. We accept payments in euros or in Czech crowns (calculated at the exchange rate of ECB of the previous day). Unless otherwise agreed individually, buyers present at the auction are required to pay the purchase price for the goods on the spot immediately and all others within 7 days from the auction. After this period, interest on late payment amounting to 0.05% of the outstanding amount for each day of delay will be charged. The buyer also bears all costs incurred in the recovery of its outstanding debts (in particular the cost of legal representation, court fees, etc.).

**6. Possibility of withdrawal:** Delay in payment of the purchase price by more than 3 business days shall be considered a substantial violation of the purchase agreement and in such case we have the right to withdraw immediately from the purchase agreement. Withdrawal from the purchase agreement is effective upon delivery of the notice of withdrawal in writing to the buyer at its address included in its registration form for the auction. The written form is also preserved in case of communication to the participant's e-mail address included in its registration form for the auction and the effects of the delivery are also preserved in the case of provable sending of the e-mail to its e-mail address included in its registration form for the auction. Failure to exercise this right shall not imply the waiver of this right in the future.

**7. Delivery and title:** The buyer is entitled to take over the goods after the purchase price is paid in full. The title to the goods is transferred from the owner to the buyer when the purchase price is paid in full. Upon request, the goods are shipped at the expense and risk of the buyer; handling and insurance charges will be included in the invoice.

**8. Claims and damages:** For all items listed in the catalog we guarantee their authenticity. Given the possibility of inspection of the auction items in advance, in order to ascertain their state (condition), the buyers present at the auction buy goods strictly on the basis "as inspected" and, therefore, any and all warranty claims based on defects of state (condition) or quality are excluded. Warranty claims of the participants who did not participate in the auction in person will be considered only if obvious defects have been overlooked and not described in the catalogue or haven't been otherwise visible. Buyers who collect the goods in person are obliged to claim such obvious defects on the spot when taking over the goods, others are obliged to claim them within 7 days of receipt of the goods. Later claims will not be accepted. Items classified as "fine" or lesser quality, as well as multiple lots, are excluded from the guarantee. In order to accept the return of the defective good, it must be in the same condition as when delivered. Buyer's claims for damages against us are excluded; this shall not apply in cases where the exclusion or the limitation of damages is expressly prohibited by law (damages resulting from our intentional or grossly negligent conduct, etc.).

**9. Special export obligations:** Payment of all taxes, customs and fees payable abroad is the responsibility of the buyer. When exporting objects of cultural value within the meaning of Act No. 71/1994 Coll. abroad, the buyer is required to obtain the relevant export certificates.

**10. Final provisions:** Auction sale under these Terms shall be governed and construed in accordance with the laws of the Czech Republic. Auction sale under these Terms shall not be considered as auction within the meaning of Act No. 26/2000 Coll. As far as these Terms are available in several languages, in case of any discrepancies, the Czech version shall prevail. These Terms are effective from the date of their issue.

March 5, 2020

MACHO & CHLAPOVIČ  
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Auction Sale conducted  
according to the I.A.P.N. rules

