

General Terms and Conditions

Scope of application:

These General Terms and Conditions apply to all business relations between Merkurphila GmbH, Hasenauerstrasse 46, 1190 Vienna, Austria, and participants in Merkurphila GmbH auctions. Conflicting or deviating general terms and conditions shall not be recognised and shall not be effective unless their (partial) validity is expressly agreed to by the auctioneer.

These auction conditions are recognised by the submission of a bid.

Auction object and auction procedure:

Merkurphila GmbH (hereinafter referred to as the Auctioneer) organises voluntary and public auctions of movable property (Auction Items) in its own name and for the account of unnamed Consignors in accordance with the provisions of the current version of the Industrial Code and these General Terms and Conditions of Auction.

The auction will take place at the auctioneer's premises at Hasenauerstrasse 46, 1190 Vienna on the auction days specified by the auctioneer. All lots are provided with descriptions and illustrations. The illustrations do not have to correspond to the original size. All lots can be inspected by prospective buyers prior to bidding, but also in person at predetermined times under supervision at the auctioneer's premises or at other locations of the auctioneer's choice (e.g. stamp fairs). The Auctioneer may change the place and date of the auction and the lots at any time.

The auctioneer is authorised to separate or combine lots, to offer them in a two-act bidding process, to withdraw them or to conduct the auction in a different order. The auction is organised according to the following auction stages:

up to 50 € 2 €
up to 100 € 5 €
up to 200 € 10 €
up to 600 € 20 €
up to 1500 € 50 €
up to 2000 € 100 €
up to 6000 € 200 €
up to 15000 € 500 €
up to 50000 € 1000 €
up to 100000 € 2000 €
over € 5000 €

Errors in the submission of bids shall be borne by the bidder. Written bids that do not correspond to the bidding increments will be rounded up; bids such as "Anyhow", "Best" or "Unconditional" will be executed at the auctioneer's discretion up to 10 times the starting price, but are not unconditionally entitled to a knockdown. In the event of equal bids, the chronological order of receipt of bids shall be decisive, with the earlier bids having priority.

Lower bids will not be considered. The auctioneer is authorised - without giving reasons - to reject bids, to exclude persons from the auction altogether and to remove any bids they may have already placed from the current auction, to withdraw lots from the auction or to exclude participants from the auction.

Contract of sale, payment and delivery:

Acceptance of the highest bid with the phrase "to the third party" shall constitute acceptance of the bid. If only one bid has been submitted for a lot, the lot is knocked down at the starting price. A contract of sale between the bidder and the auctioneer is concluded by the knockdown, which obliges the buyer to accept all lots purchased by him and to pay the total invoice amount for all lots purchased by the buyer within 7 days of receipt of the invoice. This also applies to surcharges resulting from incorrect entries by the bidder. Anyone bidding on behalf of a third party shall be liable for the full and timely payment of the total amount in addition to the third party. An invoice issued by the auctioneer in the name of the third party at the buyer's request shall only constitute recognition by the auctioneer of a further obligation on the part of the third party to fulfil the contract; the third party shall not be granted any further rights. The liability of the buyer remains unaffected.

The hammer price forms the basis for calculating the surcharge to be paid by the buyer. If the differential taxation according to § 24 UStG (Austrian law) is applied, the buyer's premium is 24% of the hammer price, whereby the buyer's surcharge already includes the statutory VAT. In the case of auction items subject to standard taxation, the buyer's surcharge is 24% of the hammer price. In this case, the statutory VAT is calculated from the total price and added to it. Export deliveries to third countries (outside the EU) and export deliveries within the EU are exempt from VAT if the relevant legal requirements are met. Any (import) VAT and customs duties incurred abroad shall be borne by the buyer in all cases.

The purchase price is due upon acceptance of the bid. Payment by the buyer must be made immediately, free of charges and without any deductions, whereby the auctioneer is authorised to defer the purchase price at his discretion. In this case, the purchase price is to be transferred by bank transfer to the bank account stated in the auction invoice or via the online payment system "PayPal" (www.paypal.at). If PayPal is used, the buyer must pay a total invoice amount increased by 4%. The payment must be made in such a way that it is received by the auctioneer no later than 10 days after delivery of the invoice, unless the buyer is a consumer, in which case the payment must be made within 10 days of delivery of the invoice. Any money transfer costs shall be borne by the buyer. Any costs of monetary transactions shall be borne by the buyer. Payments in foreign currencies shall be converted into euros upon receipt in the Auctioneer's bank account at the exchange rate applicable on the day of invoicing at the receiving bank, whereby differences due to exchange rate fluctuations shall be borne by the Buyer.

Ownership of lots purchased by the buyer shall not pass to the buyer until full payment of the total invoice amount has been received by the auctioneer, but the risk shall pass to the buyer upon acceptance of the bid. A claim to the surrender of auctioned lots shall only exist after full payment of the invoice amount has been received. Any other method of payment is only permitted after prior written agreement with the auctioneer.

Amounts that have not been received by the auctioneer 10 days after delivery of the invoice or, if the buyer is a consumer, have not been commissioned, are subject to a one-off default surcharge of 4% of the hammer price, as well as default interest of 1% per calendar month or part thereof, if the buyer is an entrepreneur. In the event of default of payment, the auctioneer has the right to either insist on fulfilment of the purchase contract, including fulfilment of all interest and reasonable follow-up costs and expenses such as collection costs, or to re-auction the lot to cover the claim, cancelling the knockdown. The defaulting buyer shall be liable for the new auction costs and fees and for any shortfall in proceeds without being entitled to additional proceeds; if the buyer is a consumer, this shall only apply in the event of default through fault. However, the auctioneer may also offer the lot to the second best bidder at the latter's notional best bid after the defaulting buyer's bids have been cancelled. If the latter buys the lot, the defaulting first buyer shall bear the resulting shortfall in proceeds and the costs of the second sale. The same provisions shall apply if the buyer refuses to

accept a lot that has already been paid for. Furthermore, the auctioneer is authorised to pass the lot on to the affected consignors if it is foreseeable that the buyer will continue to default on payment.

Partial payments by a buyer for several lots auctioned may, at the auctioneer's discretion, be offset against any existing claim against the buyer on whatever legal grounds.

The buyer may only set off counterclaims against the auctioneer and/or consignor that are related to his liability and have been determined by a court or expressly recognized by the auctioneer or consignor.

Results:

The hammer price of the auction lots will be displayed on the Internet from the end of the auction until 2 weeks after the end of the post-auction sale.

Warranty:

The lots and their catalogue values are described by experts according to their subjective convictions with the greatest care and to the best of their knowledge and belief. The description does not constitute a guarantee of a specific quality, unless this is expressly mentioned in the description, or of a specific value. The lots are auctioned in the condition in which they are found at the auction. No warranty is given for defects that are evident from the illustration. If the stamps do not correspond to the description, the participant is entitled to demand replacement in the event that further copies of the same stamp are available to the auctioneer, otherwise to demand either a reduction in the price or cancellation of the contract (conversion). In the event of cancellation, the auctioned stamps must be returned unchanged in their original size and condition. The right of cancellation shall not apply in the case of minor defects, in particular in the case of minor defects of individual stamps in lots of 5 stamps or more without a specific description of each individual stamp. Lots with restrictions already described are not guaranteed due to these minor restrictions. For stamps whose value results from the stamp, no warranty is given for other restrictions.

The warranty right can be asserted within one year of acceptance.

By placing a bid on stamps that have already been examined, these examinations are recognised as binding with regard to authenticity, quality description, completeness of content, etc., unless the bid is placed subject to examination by an association examiner announced and accepted by the auctioneer.

Any inspection fees paid by the participant will not be refunded by the auctioneer.

Other (damage) claims of any kind against the Auctioneer or his employees caused by the Auctioneer or his employees acting without fault or due to slight negligence are excluded. Liability for loss of profit, force majeure, natural disasters, etc. is excluded. Liability for damage caused by intentional or grossly negligent behaviour on the part of the auctioneer or his employees, as well as liability for personal injury or death, remains unaffected. All claims against the auctioneer or his employees shall expire no later than 12 months after the close of the auction.

Data protection and updating:

Auction participants acknowledge that their personal data provided to the auctioneer will be processed for the purpose of fulfilling all mutual rights and obligations arising from the contracts concluded with them (legal basis: necessity for the fulfilment of a contract (Art 6 para 1 lit b) DSGVO /Austrian law)). Further processing of this data for marketing purposes takes place on the basis of separately obtained consent (Art. 6 (1) (a) DSGVO /Austrian law). The contract data is stored

automatically for these purposes. Customer data will not be passed on to third parties, except to service providers of the auctioneer if this is necessary for the fulfilment of the contract (delivery services, debt collection companies in the event of default of payment, or IT service providers) or to authorities if this has to be done as a result of a legal obligation to provide information. In any case, personal data will be stored until the expiry of the seven-year retention obligation under tax and accounting law, and beyond that to the extent necessary for the further fulfilment or assertion of rights and obligations arising from the concluded contracts, or if consent has been given for longer storage.

In connection with the processing of his personal data, the Buyer is entitled (i) to check whether and which personal data the Auctioneer has stored and to receive copies of this data, (ii) to request the correction, supplementation or deletion of personal data that is incorrect or is not processed in accordance with the law, (iii) to request the Auctioneer to restrict the processing of personal data, and (iv) under certain circumstances to object to the processing of personal data, (v) to request data portability, and (vi) to lodge a complaint with the Austrian Data Protection Authority (for further information see www.dsb.gv.at) to lodge a complaint.

Auction participants who provide incorrect personal data or fail to notify the Auctioneer of a change in this data shall bear all resulting damages themselves and/or, if applicable, compensate the Auctioneer. Deliveries to the last address communicated to the Auctioneer by the Auction Participant shall be deemed to have been effectively made irrespective of whether the Auction Participant is (still) located there.

Miscellaneous:

Any regulations deviating from the auction conditions require written confirmation by the auctioneer.

The auction conditions shall also apply to subsequent sales (sale of remaining lots) of unsold lots after the close of the auction.

The Auctioneer is authorised to assert all rights of consignors arising from orders and knockdowns in his own name - also in court.

In the event of differences of opinion, only the German wording shall be binding for all textual information.

Should one or more provisions of these auction conditions be invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by valid provisions that come as close as possible to the economic content and purpose of the invalid provisions.

The same applies to legal loopholes.

Applicable law, place of fulfilment and place of jurisdiction

This contract shall be governed by Austrian law to the exclusion of the non-mandatory conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG). The place of fulfilment and jurisdiction is Vienna, but for consumers within the meaning of the Austrian Consumer Protection Act (KSchG) only if they have neither a domicile nor a habitual residence in Austria and are not employed in Austria. However, the Auctioneer shall also be entitled to assert claims against debtors in court at their place of residence.

The original language of the contract is German, the English translation is for information purposes only.

As long as bidders do not state otherwise, they assure that they will only acquire the depicted objects from the time of the Third Reich for the purposes of civic education, defence against unconstitutional endeavours, art or science, research or teaching, reporting on current events or history or for similar purposes.