

General information regarding the English translation of the General conditions of auction: These General conditions of auction are translated only for information purposes. The translation is in no way legally examined by a lawyer. Any translation errors or damage resulting from this translation cannot be accounted for. The German version of the general conditions of auction (Allgemeine Versteigerungsbedingungen) is the only legally binding version.

General conditions of auction

Scope of application

These general terms and conditions apply to all business relations between Merkurphila GmbH, Hasenauerstrasse 46, A-1190 Vienna, Austria, and participants in Internet online auctions of Merkurphila GmbH on the Internet auction platform www.briefmarkenauktion.at or www.merkurphila.at. They will also be used if the auction website is used by other websites that allow access to the auction site in full or in sections. Conflicting or deviating GTCs will not be recognized and will not be effective, unless their (partial) validity is expressly consented by the auctioneer.

These auction conditions are acknowledged by submitting a bid.

Auction item and auction process

Merkurphila GmbH (hereinafter called "Auctioneer") carries out auctions of movable objects (auctioneering objects) in its own name and for the account of unnamed subcontractors in accordance with the provisions of the trade regulations as amended and in accordance with these general conditions of auction. The auction takes place online on the auction platform www.briefmarkenshop.at over a period defined by the beginning of the auction and auction closing. All lots are provided with descriptions and pictures. The pictures do not have to correspond to the original size. All lots can be visited by prospective buyers before the bids but also at predetermined times, supervised by the auctioneer or in other places after the selection of the auctioneer (for example stamps stamps). Bids can be submitted (also several times) over the Internet during the entire duration of the auction. Bids which arrive at the auctioneer after the auction is closed will not be considered in the auction. Non-online offers are also possible, but must arrive at the auctioneer 24 hours before the auction ends, in order to be included in the online auction.

The increment steps are:

Up to 100 EUR = 5 EUR

Up to 200 EUR = 10 EUR

Up to 600 EUR = 20 EUR

Up to 1500 EUR = 50 EUR

Up to 2000 EUR = 100 EUR

Up to 6000 EUR = 200 EUR

Up to 15000 EUR = 500 EUR

Up to 20000 EUR = 1000 EUR

Above 2000 EUR

Other inputs are not possible, nor is an underbid allowed.

The bids submitted to the auctioneer are executed strictly in accordance with the rates of increase, but without guarantee. That is to say, a transmitted maximum bid is exhausted only to the extent that it is necessary to offer an already existing or later competing competition bid by an increase step. Only this result in the sense of the currently available maximum limit is displayed for each lot, but not the possibly higher maximum bid of the current best bidder. The bidder is responsible for the timely receipt of a bid by the auctioneer. The auctioneer is not responsible for computer access, connection or other transfer problems when submitting bids. Errors in bidding are the expense and risk of the bidder. Bids such as "Anyhow", "Best" or "Unconditional" shall, at the discretion of the auctioneer, be conducted up to a price of 10 times the price, but shall not be subject to an unconditional claim. In the case of bids of the same order, the chronological order in which they were received decides. Any requests for bids or their amount will not be answered.

The auctioneer is entitled to refuse bids, exclude bids, exclude persons from the auction, and withdraw their bids from the auction, to withdraw lots from the auction or to block IP addresses for his auction.

Purchase contract, payment and delivery

The bid shall be awarded to the bidder on each lot, at the time of the pre-defined auction closing, on the highest bid, but only by a step higher than the second highest bid. With each bid placed within the last 45 seconds before the auction closing of a lot, the predefined auction closing is prolonged respectively extended by 45 seconds. If only one bid is placed on one lot, the starting price is charged. A contract of sale is concluded between the bidder and the auctioneer, which obliges the purchaser to accept all lots won by him and to settle the total invoice amount for all lots won by the buyer within 7 days of receiving the invoice. This applies also to bids that result in an incorrect input from the bidder. Anyone who bids for third parties is also liable, including the third party, as self-debtor for the full and timely payment of the total amount.

The auctioneer acknowledges only a further obligation of the third person to fulfill the contract by the auctioneer in the name of the third person at the request of the auctioneer. Further rights are not given to the third person. The liability of the buyer remains unaffected.

A surcharge on the net price, according to the German VAT Act (UStG), will be levied. The buyer's surcharge is 20 % for purchasers from Austria and other EU countries and contains the tax to be paid (differential taxation). For foreign traders from the EU who prove their VAT-ID number and the other requirements according to the VAT Law (§§ 4 Nr 1b, 6a and 27a UStG) the premium is 16,66 %. For all buyers from non-EU countries (third countries) whose purchase is made according to the tax, customs and foreign currency regulations of their country and on the export of the goods acquired by the auctioneer to these third countries, the surcharge is 16,66 % on the bid and shipping charges.

The payment has to be made in advance without any deduction by bank transfer to the bank account specified in the auction bill or via online payment system "PayPal" (www.paypal.at). When using PayPal, the buyer accepts a 3 % increase in the total invoice amount. The payment is due to a maximum of 10 days after the invoice has been delivered. The purchaser is responsible for any costs of money transfer. Payments in foreign currencies are accepted according to the settlement date and Euro credit of a major bank, whereby differences due to exchange rate fluctuations are at the expense of the buyer.

The ownership of the lot bought by the buyer is transferred to the buyer from the auctioneer after full payment of the total invoice amount to the auctioneer, but the risk already with the winning bid. A claim for the issue of the auction lots is only valid after the complete payment of the total invoice amount for all lots purchased by the buyer in the auction plus any costs and interest accrued. Any other method of payment may only be accepted after prior written agreement with the auctioneer.

The costs for shipping and insurance as well as the shipping risk are to be borne by the buyer. The dispatch will take place shortly after receipt of payment by the post office or, as the case may be, a private delivery company at the choice of the auctioneer. A different form of shipment requires the approval of the auctioneer. Delivery will take place to the buyer's address prior given from the buyer to the auctioneer.

As an alternative to shipping the buyer is entitled to self-collection in Vienna after paying the total invoice amount of all lots purchased by the buyer in cash. Prior notice by the buyer up to 7 days after the auction has been concluded is necessary. In case of cash payment of purchases with an exceeding sum of more than EUR 15.000,-, an official photo ID is required, a copy of the ID remains with the auctioneer.

Amounts that have not been received by the auctioneer 10 days after the date of invoice shall be subject to interest of 4 % plus interest on arrears of 2 % per calendar month commenced. In the event of a delay in payment, the auctioneer shall have the right to insist on the fulfillment of the purchase contract, including the fulfillment of all interest, consequential costs and expenses such as collection fees, or to lift the winning bid to cover the claims of a resale. The defaulting buyer is liable for the new auction costs, fees and a possible reduction of the fee, without rights of claiming a surplus. The auctioneer can also offer the lot to the second bidder to his fictitious best offer after the bids of the defaulting buyer. If the second bidder buys the lot, the defaulting purchaser shall bear the resulting reduction in the invoice and the costs of the second sale. The same regulations shall apply mutatis mutandis if the buyer refuses to accept an already paid lot.

Furthermore, the auctioneer is entitled to transfer the goods to the consignors affected by it, in the event of a foreseeable duration of payment by the purchaser.

The auctioneer is entitled to account any partial payments a buyer of several auction lots submits for any legal claims against the buyer.

The buyer can offset against the auctioneer and / or consignor only with such counterclaims, which are both connected to his liability as well as judicially ascertained or expressly acknowledged by the auctioneer or consignor. The purchaser's right of retention due to claims arising from other transactions with the auctioneer or the consignor is prohibited.

Results

The surcharges on the auction lots will be displayed on the internet from the end of the auction up to 2 weeks after the aftersale ends.

Complaints

The lots and their catalog values are described by experts according to their subjective beliefs with the utmost care and best knowledge and without commitment and liability for the auctioneer. The description does not constitute an assurance of any particular property or value. The lots will be auctioned in the state in which they are located at the auction. The auctioneer accepts no liability for defects, as long as he has fulfilled the due diligence obligation.

The period of complaint is 8 days from the date of the attempted delivery of the lots or the end of the self-collection period. An extension of the period of complaint is only possible in justified cases with the approval of the auctioneer and does not alter the payment obligation of the buyer. Collections, as well as properties described, for example edges, centering, perforation or cancellation as seen from the image cannot be complained. Lots from 5 stamps or more without a specific description of each individual stamp cannot be complained. Lots with already described restrictions cannot be claimed because of further minor restrictions. Pieces whose value is derived from the cancellation cannot be claimed because of other restrictions.

Values determined as non-binding "Circa" quotes, especially for collections, are no reason for complaint. An error in the purchase cannot be presented as a reason for complaint.

By submitting a bid on expertized stamps, these tests are recognized as binding with regard to authenticity, quality description, content completeness, etc., unless the bid is a submitted subject to the examination by a philatelic expert approved by the auctioneer.

If, following the purchase, new insights into knowledge and / or technology have led to a change in the opinion of recognized experts, it is in the sole discretion of the auctioneer to accept or reject the complaint at the expense of the consignor.

A complained auction lot is to be returned unchanged in the original circumference and condition, since otherwise a complaint is no longer possible. The affixing of an examination mark by a philatelic expert shall not be considered a change. The auctioneer will not reimburse any fees.

In the case of a justified complaint, the purchase price plus the surcharges are refunded against the return of the lot. Complaints are made for the account of the consignors. The auctioneer is however entitled to refer buyers to the consignor concerning all complaints.

Any other claims for damage against the auctioneer or his employees are excluded under the applicable legal order, even if the auctioneer or his employees are acting with slight negligence. Liability for lost profit, but also force majeure, natural events, etc., is excluded. All claims against the auctioneer or his employees expire no later than 12 months after the auction closes.

Data protection and data updating

Auctioneers expressly agree that their personal data provided will be processed and used for purposes of fulfilling all the rights and obligations arising from the contracts concluded with them, as well as for market surveys and marketing purposes. The contract data are stored in an automated manner for this purpose. The auctioneer expressly agrees to the inclusion of his personal data in the auctioneer's client database and declares that he agrees to receive any kind of customer information, at any time without notice. Customer data are not passed on to third parties, unless this is necessary for the fulfillment of the contract or as a result of a statutory obligation to provide information.

Furthermore, participants of the auction agree to the use of their transmitted data for advertising purposes and to transfer to partner companies of the auctioneer who may use this data in accordance with the Data Protection Act for the same purposes as the auctioneer. This consent may be withdrawn by the participant of the auction at any time without any formal requirements to be observed.

The auctioneer is entitled to pass on the person's personal data to the consignors affected by this, and to disclose the personal data of the seller of this auction object and / or the data of a legal deposit of the object of auction to third parties.

Any auctioneer who incorrectly states his personal data or does not disclose any modification of this data to the auctioneer shall bear all the resulting damages himself and / or replace the auctioneer if necessary. Deliveries to the last address notified to the auctioneer by the auction participant shall be deemed to be effective irrespective of whether the auctioneer is still (there).

Others

The provisions on distance contracts do not apply to lots from an auction.

Terms and conditions deviating from the auction conditions require the written confirmation by the auctioneer.

The auction conditions also apply mutatis mutandis to post-sales (residual sale) of non-sold lots after the end of the auction.

The auctioneer is authorized to assert all rights of consignors from orders and surcharges in his own name - also in court.

In the case of differentiation, only the German wording is binding.

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 ineffective provisions shall be replaced by effective provisions which come closest to the ineffective in their economic content and purpose. The same applies to legal gaps.

Applicable law, place of performance and jurisdiction

Austrian law applies to the exclusion of non-compulsory collision norms (IPRG, UNKR, CISG). Place of performance and court of jurisdiction shall be Vienna, but for consumers within the scope of the KSchG only if they have neither a place of residence nor a habitual residence in Germany nor are they employed in Germany. The auctioneer is, however, also entitled to assert claims against debtors in their place of residence. 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 ineffective provisions shall be replaced by effective provisions which come closest to the ineffective in their economic content and purpose. The same applies to legal gaps.

As long as bidders do not comment on the contrary, they assure that they will only use the illustrated objects from the time of the Third Reich for purposes of civic enlightenment, the defense of unconstitutional aspirations, art or science, research or teaching, reporting on events Events or history or for similar purposes.