



classicphil

**Terms of consignment/consignment contract**

classicphil GmbH (FN 499408 z)  
Hardtgasse 25/14  
1190 Vienna  
Telephone: 004318900638  
Fax: 004318900641  
E-Mail: [office@classicphil.com](mailto:office@classicphil.com)

Consignor:

Full Name: .....

Address: .....

Bank data: .....

IBAN/routing number: .....

BIC/SWIFT: .....

Telephone: .....

E-Mail: .....

....., on .....

The consignor commissions the company classicphil GmbH (FN 499408 z) as the auctioneer for the goods specified in the consignment note in accordance with their general auction conditions (AVB).

The consignor accepts in as follows the specified condition terms:

1. The consignor guarantees to be the sole owner of the goods handed over to the auctioneer, to have legally acquired them, as well as to bring no legal whatsoever nature with the goods in connection (smuggling, money laundering, tax evasion, ...). The consignor is liable providing correct data and handed over faulty auction material. If there are any reclamations concerning the consigners auction lots the auctioneer has the right to pass on pecuniary claims from the buyer to the consignor. The consignor commits himself to protect, indemnify and hold the auctioneer harmless from any damage and claims suffered by selling the consigners auction lots.
2. Any costs occurring in connection with the delivery (customs clearance, inspection fees, taxes, etc.) will be charged to the consignor. The auctioneer is entitled to deduct this from the sales proceeds without further inquiry.
3. A del credere liability of the auctioneer is excluded. He is not liable for a payment lag of a third party (buyer/bidder).
4. Accepted goods can be returned in full or in part by the auctioneer after a detailed estimation process.
5. In the event of a unilateral termination of the contract by the consignor or the deduction of parts of the goods, the auctioneer may assert this 10% of the estimate (maximum marketprice) as processing fee and retain the goods as insurance until payment.
6. The consignment will be handled by auctioneers with due care and kept with appropriate security measures. The insurance of the goods takes place on fire- and waterdamages. The auctioneer remains liable for heavy negligence and intent.
7. The auctioneer is not liable for any damages not caused by him.
8. Preparation, description, categorization, estimation and determination of the estimate (maximum market price) oblige alone the auctioneer. In order to exclude copyright lawsuits, data transfer of scans is not possible.
9. For the service rendered by the auctioneer, the consignor pays the auctioneer a commission of 20 %.
10. The auction profits minus the consignor minor discharge will be transferred to the consignor 6 weeks after the end of the auction to the specified bank account. In the case of auction lots auctioned by auction, the auctioneer reserves

the right to cancel the contract, to deduct it from the sale proceeds and to return it as unsold lots. Cash payment is not possible.

11. The auctioneer presents the consignor after completion of the auction preparation a list of his lots to check a confirmation of receipt.
12. Limits are subject to individual agreements and must be detailed and clearly stated on the consignment note.
13. When participating in the auction, the general auction conditions of classicphil GmbH apply to the consignor without any exception.
14. If the consignor is also an auction buyer, the auctioneer is authorized to reduce his auction results (hammer price minus commission) from the auction invoice.
15. A sale of auction lots after the auction requires a consultation of the auctioneer with the consignor. A post sale is excluded.
16. The unsold goods are returned by the auctioneer within 8 weeks to the consignor.
17. The submission of sub-bids is not accepted by the auctioneer.
18. The auctioneer shall be entitled by the consignor to assert all rights arising from the hammerprice. The auctioneer can choose too to hand over to the consignor all rights arising from the hammerprice.
19. The consignor accepts that the auctions are performed under the general auction terms and conditions of classicphil GmbH.
20. Place of jurisdiction and fulfillment is Vienna.
21. In the case parts of these terms of consignment or the general auction conditions are or become wholly or partially invalid, the legal force of the remaining points of this contract shall remain.
22. Only the German version of these terms of consignment and the general auction terms and conditions of classicphil GmbH are binding.

Signature of the consignor: .....

Signature classicphil GmbH: .....

Consignment note (list of delivered material or detailed notes on enclosed copies in color)

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Signature of the consignor for the completeness of the delivered goods:

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Signature of the auctioneer for the confirmation of the delivered goods:

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