

Conditions of Sale

1. Admission to the auction will only be granted to interested person in possession of a catalogue. With submittal of a written or verbal bid the following conditions are deemed acknowledged.
2. The auction is conducted on behalf and for the account of the appreciate proprietors of the goods and is subject to the federal Auction Regulation (Versteigerungsordnung, BGBl 1976, 1346) published in the Federal Law Gazette Vol. I, 1976, 1346 and the relevant provisions for factors in accordance with the German Civil Code (BGB) and Commercial Code (HGB). Payment of the hammer-price has to be made in cash and in EURO.
3. The prices set out in the catalogue are estimates only. Orders for less than 90% of the estimated price cannot be accepted.
4. The hammer price is the basis for the calculation of the buyer's surcharge. For buyers from EEC countries the following applies: for consumers there is a standard surcharge of 25 % (relevant VAT already included). For traders according to the Value Added Tax Act the surcharge is 25% (relevant VAT already included) for goods delivered by difference taxation; for goods delivered by standard taxation the surcharge is 20% plus the relevant VAT on the entire amount of hammer price and surcharge. Export deliveries to EEC countries shall be free of VAT upon presentation of the required legal documents.
For buyers from abroad (no EEC countries) the following applies: there is a standard surcharge of 20%. As far those buyers export the good in person or by third persons, the relevant VAT will be charged but refunded upon presentation of a valid legal export certificate. If we export these goods the relevant VAT will not be charged. For gold coins, which are not subject to the legal VAT, the surcharge is 20% of the hammer price. It is to be paid without bank charges
5. Shipment will be at the buyer's respectively recipient's risk costs. Risk and loss is on the buyer. Purchases by foreign customers are subject to the exchange regulations of their countries; the auctioneer is in no case liable for any consequences due to non-compliance of such regulations. Shipping formalities will be arranged by the auctioneer. Shipping costs will be charged to the buyer at effort. For payments made with Paypal, the shipment will be made exclusively to the address that Paypal is deposited.
6. The payment of the purchase price is due immediately for present buyers, unless otherwise agreed before the auction, for written buyers (bidders) 10 days after issuance of the auction invoice or after receipt of the goods. Deferral of the invoice amount is not possible. The auctioneer reserves the right to send an advance payment invoice to buyers who have not made a sufficient deposit; in this case, the auctioned goods will be shipped to the buyer immediately after receipt of payment of the invoice amount. In case of delay, the Auctioneer is entitled to charge interest (1.5% per month) from the date of knockdown. The auctioned goods will remain the property of the Seller until full payment of all claims. The purchased property retains the vendor's title until it has been fully paid.
7. The adjudication is made to the highest offer being called three times and is binding. In case of dispute the number will be called out once more. The auctioneer is entitled to join, separate or withdraw numbers. The number will not be called out of sequence.

Room auction

up to 100,-€	5,-€
up to 200,-€	10,-€
up to 800,-€	20,-€
up to 2000,-€	50,-€
up to 8000,-€	200,-€
up to 20.000,-€	500,-€
up to 80.000,-€	1000,-€
from 80.000,-€	2000,-€

e-live Auction (Online-Auction)

up to 50,-€	2,-€
up to 200,-€	5,-€
up to 500,-€	10,-€
up to 1000,-€	20,-€
up to 2000,-€	50,-€
up to 5000,-€	100,-€
up to 10.000,-€	250,-€
from 20.000,-€	500,-€

8. Purchasers from abroad will have to observe all applicable laws and regulations in respect of foreign exchange, customs duties and taxation of their country. The auctioneer will only discharge such formalities, which have to be observed, in the Federal Republic of Germany in connection with the export of the purchased item(s).
9. Should payment not be made the auctioneer forthwith or should the adjudicated property be refused, such property will not be handed over to the purchaser. He rather loses his rights resulting from the bid and the property can be put up for auction again at his own expense. The purchaser is liable for any loss but not entitled to claim any excess proceeds.
10. Every submission by a customer within the scope of an e-Live Auction constitutes a binding offer to enter into a purchase contract. This offer shall remain in force until a higher bid is received, or until the e-Live Auction is closed without acceptance of any bid. Offers may be made before an online auction through the website www.muenzen-leipzig.de, as soon as access to the online auction has been facilitated. During the auction, "live bidding" will continue until final virtual acceptance.

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For technical reasons, new registrations or password changes are not possible after the start of the auction. Since we require a security deposit or references from collectors not known to us, new registrations must be completed at least 48 hours before the start of the auction through www.muenzen-leipzig.de.

In addition, we shall allow for written bids (via letter, e-mail, fax or telephone) to the best of our ability.

Written bids cannot be accepted later than 24 hours before the start of an auction.

During processing of written bids, any identical bid received via www.muenzen-leipzig.de or other platforms will be given priority. In the event of receipt of several equal written bids, the first one received will be accepted. We shall be entitled to exceed any limits by 3 to 5 % in cases of bids submitted in writing.

Bids below 100 % of the estimated price will not be taken into consideration in the e-Live Auction.

11. Instructions without a quoted limit are not dealt with unconditionally. Written, telephonic and internet bids shall be executed by us without any additional commission payment. Such bids must state the object with catalogue number and bid limit, net of all premiums and taxes and shall be binding. Unclear or inaccurate instructions are the bidder's responsibility. We do not accept any liability for such bids, in particular no liability for occurrence and persistence of transmission errors, nor for any failure or delays caused by maintenance and restoration of any servers, or breakdowns, or problems occurring during internet communication, due to force majeure and any other disruptions occurring for reasons beyond our control. This does not apply in cases where we are accused of gross negligence or malicious action.

For Telefonbidding we have to inform us, at least three Days in advance. Please take good care that we can reach you on the phone number. Phone bidding is accepted only on lot numbers with estimate to 300,- Euro. This way on your own risk, but free of additional charge.

12. The specifications and descriptions in the catalogue have been prepared diligently and in good faith do, however, not constitute the acceptance by the auctioneer of any warranty or liability in respect of defect in material or title. The state of preservation of items is strictly assessed in accordance with the grades by the German coin trade and only represents an individual and personal assessment. Purchasers present at the auction acquire items strictly on the basis of „as is where is“ and „as inspected“. Printed prices are estimates. Any complaints must be made in writing within 8 days of receipt of the goods. Unidentified forged or falsified items will be returned and purchase price refunded. Justified claims will be limited to the net invoice price of the delivery in question. In other respects the auctioneer and his staff will only be liable when guilty of intention or gross negligence. Multiple lots can not be returned except for forgeries. In case that the number of coins contained in a multiple lot is stated as an approximate one, the auctioneer does not warrant for deviation in numbers. The authenticity of the coins is warranted. Warranted up to the total purchase price. The prices set out in the catalogue are estimates only, which may be exceeded or undercut.

We do not accept any responsibility for acceptance by the so-called Grading-Companies nor for a similar assessment of the condition of goods. Complaints based on a different quality assessment by a Grading-Company do not entitle the buyer to rescind from the purchase transaction. For pieces consigned to us in so-called „slabs“ (plastic holders from grading companies) the stated Künker warranty of authenticity is not applicable. Also we are not liable for defects such as rim damages, traces of mounting or filing etc. that are covered by the plastic holder.

13. Place of venue is for both parties Leipzig, Federal Republic of Germany. Any dispute or controversy arising from or in conjunction with the auction shall be finally decided by the courts of Leipzig.
14. For reasons of cost catalogues will be ceased to be forwarded when the customer has neither taken part in an auction nor paid the catalogue charge of 15,00 EUR (European countries 20,00 EUR / Overseas 30,00 EUR) or a period of 18 months to Volksbank Leipzig,
SWIFT-BIC: GENO DEF 1 LVB und IBAN: DE 528 609 560 403 079 554 31
15. Claims against us by a buyer for any legal reason whatsoever are excluded. This does not apply in cases of malicious or grossly negligent action by us, by our legal representatives or agents, or caused by a breach of cardinal contractual obligations. However, in the latter case our liability shall be limited to the foreseeable typical loss under the terms of contract. Our liability for loss of life, bodily injury or damage to health remains unaffected. The buyer has no offsetting rights, unless any claims he may have against us have been legally established, are undisputed, or have been accepted by us. The buyer shall have no lien to the goods, provided he is not a company within the meaning of § 14 BGB and his counter claim is based on the same contractual relationship.

Leipziger Münzhandlung und Auktion Heidrun Höhn
Owner: Manfred Höhn
Auctioneers: Saskia Höhn, Christina Höhn