

Extract from the rules of procedure

The entire rules of procedure can be viewed on our website www.imkinsky.com. We can also send you the rules of procedure upon request.

§1

- (1) The Auktionshaus im Kinsky GmbH (hereinafter referred to as "the auction house") conducts public auctions pursuant to the provisions of these Rules of Procedure. Mandatory legal provisions, such as those applying under the Consumer Protection Act, shall not be affected.
- (3) The auction shall be made in the name of the auction house, but on account of the consignor.

§3

- (1) All movable objects, in particular works of art and objects of value, with the exception of those referred to in §4, may be accepted for auction.

§6

Concerning acceptance of objects of foreign origin, the auction house is entitled to demand proof of payment of customs duties and submission of the official export license.

§7

- (1) Acceptance of objects for auction shall be laid down in an auction agreement including a consignment list which is to be signed by the consignor or the consignor's representative.
- (4) The consignment list serves as confirmation of acceptance of the objects submitted for auction and contains information about the minimum reserve prices, auction dates, illustrations in the catalogue and commissions due to the auction house.

§8

- (2) Payment of the auction proceeds, cancellation of the auction order and return of unsold objects shall be made upon presentation of the copy of the auction agreement.

§10

- (1) The auction house experts shall estimate the value of the objects consigned for auction and describe them. They shall establish the estimates and the minimum reserves as agreed with the consignor. The auction house assures the consignor that the expert reports are prepared carefully. But it does not warrant the accuracy towards the consignor.
- (3) If the agreed minimum reserve price is not reached during the auction, the item shall be knocked down only with reservation.
- (4) The consignor authorises the auction house irrevocably to conduct negotiations with prospective buyers, to offer the objects for sale and sell them at the minimum reserve, even after the auction.
- (5) Items not auctioned at the agreed terms and conditions and not withdrawn nor collected by the consignor in spite of preceding requests to do so, may, without further notice, be auctioned by the auction house at standard market conditions or utilised otherwise, or stored or returned to the consignor at the consignor's cost and risk.

§12

- (1) The auction house shall have a right of lien on all items delivered to it and all objects auctioned by the buyer and a right of retention as a security for any and all claims the auction house has against the consignor and /or the buyer.

§15

- (1) Items consigned for auction will be exhibited prior to the auction. The auction house will give the general public an opportunity of viewing and examining the exhibited objects for their quality and state.

§16

All objects shall be illustrated, described and provided with lower and upper estimates in the auction catalogue. The description shall contain a reference to another type of taxation, unless the object is subject to the provisions of margin scheme taxation.

§20

- (9) Agreements made between prospective buyers in order to reduce the highest bid, on not making bids, on unobjective bidding consortia, on compensation payments, on rings etc. are prohibited. The auctioneer is entitled to exclude anyone violating the above provision from the auction. Moreover, violators shall make up for any damage caused by forbidden collusion.

§22

- (1) Domestic buyers shall pay the purchase price within 8 days from the fall of the hammer, foreign buyers within 14 days.
- (2) If a buyer does not fulfil his or her payment obligation, the auction house is entitled to cancel the knock-down, re-auction the item or knock the item down to a bidder having submitted a bid below.
- (3) The purchase price shall consist of the highest bid and the buyer's commission (margin scheme VAT-taxation) or, in case of regular VAT-taxation, the highest bid, the buyer's commission and value-added tax.
- (4) For works of art marked with an * in the catalogue, the statutory resale royalty shall be charged additionally at the legally stipulated amount.
- (6) The auctioned item shall be handed out only after complete payment including all fees, interest and costs incurred since the item was knocked down.
- (7) At its discretion, the auction house may set off payments of a buyer against any debt the buyer may have to pay to the auction house, notwithstanding any allocation on the part of the buyer.

§24

- (1) The auction house shall guarantee the authenticity and thus the fact that an item actually originates from the artist mentioned in the catalogue.
- (2) If a buyer proves that the bought item is not authentic within two years from the auction, the seller shall refund to the buyer the purchase price against return of the object. The seller shall not have to provide such guarantee if the object has been changed after the auction.
- (3) For old master paintings a guarantee of authenticity shall apply only to such works that have already been counterfeited originally. The seller shall not have to provide a guarantee if the information given by the auction house at the time of publication of the catalogue was in line with the latest findings of science and research.

- (4) Except when made on the creator, all data provided, in particular on the technique, signature, material, condition, provenance, time or origin etc. shall be based on the scientific findings published or otherwise accessible to the general public and obtained by the experts of the auction house. The auction house does not guarantee the accuracy of such data. The objects shall rather be sold "as is" only. This shall apply also to illustrations in the catalogue that serve demonstration purposes only.
- (5) The catalogue and expert's report contain only such defects and damage of an item that materially impair its artistic or commercial value. The auction house accepts no liability for a certain condition.
- (7) All items put up for auction may be examined by prospective buyers before the auction, and they are considered as used items. Claims for damages, in particular for loss of income and consequential damage, shall be excluded.

§25

- (2) The packaging of items bought at auction, in particular for transport, is a voluntary service provided by the auction house, for which it assumes no liability.
- (3) Items bought at auction shall be shipped only with instruction of the buyer. The buyer shall bear all costs of shipment and insurance and assume all risks involved.

§26

- (1) All items accepted for auction shall be insured against the risk of loss and damage up to the due date of the purchase price.
- (2) The insurance value for items entered into the auction shall be the mid of the high and the low estimate.
- (3) The auction house shall be liable towards the consignor from the time of acceptance of the item up to the fall of the hammer, and, towards the buyer, for 8 days following the auction (for foreign buyers, this period shall cover 14 days following the auction). Thereafter, the auctioned item shall be insured only if the buyer has agreed insurance with the auction house. In such case, the buyer shall bear the costs of insurance.

§27

- (1) The proceeds of the auction shall be made available to the seller after payment of the highest bid, the buyer's commission, the resale royalty, if any, but no earlier than four weeks after the auction. However, the auction house may pay proceeds of the auction at an earlier time regardless of actual receipt of the purchase price.
- (2) The auction house shall deduct from the highest bid the seller's commission, illustration and other fees, costs incurred, advances and interest.
- (3) After the auction, the auction house shall provide the consignor with a statement of accounts indicating the seller's commission and the highest bid.
- (6) The auction house is not obliged to inform the consignor of the auction result.
- (8) In case of a complaint accepted by the auction house the consignor shall repay any auction proceeds already paid to him immediately after having been requested to do so by the auction house.
- (9) The auction house shall not disclose the name of the buyer or the seller to the other party, unless mutual claims, such as for payment of the highest bid or reduction of the purchase price, have been asserted.

§29

The consignor shall irrevocably grant the auction house the unrestricted right to exhibit the items accepted for auction, to take photos and illustrate them and to reproduce and distribute such photographs and illustrations without restrictions with regard to time or place.

§30

- (1) The consignor shall reimburse the auction house any and all costs and expenses caused by the consignor or the buyer in connection with a business transaction, such as bank charges, postage stamps, customs duties, cleaning and restoration costs, freight costs, claims raised by collection agencies etc.
- (2) If the consignor withdraws an order for auction, the consignor shall, in addition to the withdrawal fee, reimburse all costs incurred in connection with advertising the item.

§31

- (1) Prospective Buyers may make both written and oral bids. By sending a written offer the bidder accepts the Rules of Procedure. Written offers shall be treated as offers made at the auction.
- (5) Potential buyers may also participate in the auction via telephone. In such case, written notification shall be sent to the auction house at least one day before the auction takes place. The auction house shall make every effort to provide the telephone connection in the best possible manner, but shall not assume any warranty for its execution.
- (6) Prospective buyers may submit their bids also via broker (Sensal). Brokers are no employees of the auction house, but act in the name of the prospective buyer.

§32

- (1) Prospective buyers may submit their bids also on the Internet (www.imkinsky.com).
- (2) Online bids shall be considered as written bids.

§36

- (1) The place of performance for the contract concludes between the auction house, the consignors and the bidders shall be the registered place of business of the auction house.
- (2) The legal agreements and contracts concluded between the auction house, the consignors, buyers and bidders shall be governed by Austrian law.
- (3) The auction house, the consignor, the buyer and the bidders agree to settle all disputes arising from, about, and in connection with the contracts they have entered into at the court having local jurisdiction for the first district of Vienna.

§37

These Rules of Procedure texts in English are for the sake of convenience only. The auction house assumes no liability for the correctness of the translation. Only the German version of the Rules of Procedure shall be authoritative and binding.

Vienna, 01/10/2020