

# Conditions of Sale

1. By submitting a written or oral bid, the **interested party** accepts the following auction conditions.
2. The auction is carried out on behalf of and for the account of the owners, in compliance with the legal provisions of the German Civil Code and the German Commercial Code (HGB) resulting from the Auction Regulations (Federal Law Gazette I 1976, 1346) and applicable to commission agents.
3. The prices shown in the catalogue are estimated prices. The minimum bids are 90% of the estimated prices. Orders that are less than 90% of the estimated price cannot be processed.
4. The post-auction sale of goods not auctioned during the auction will take place at 90% of the estimated price plus buyer's premium and VAT, unless otherwise limited (see point 5).
5.
  - a) The hammer price is the basis for calculating the buyer's premium to be paid.
  - b) For German collectors, the normal buyer's premium is 25% and for gold coins that are exempt from VAT, 20% is charged, just like for gold coins with a valid price.
  - c) However, the auctioneer reserves the right to recalculate the VAT for pieces (see point 5b) that are not included in the catalogue to be drawn up by the Federal Ministry of Finance.
  - d) Private buyers who are resident in an EU member state will be charged German VAT.
  - e) Traders who have their registered office in an EU member state are asked to indicate their VAT identification number in their bids so that the auctioned goods can be delivered VAT-free.
  - f) For buyers residing in third countries (outside the EU), a uniform buyer's premium of 20% applies.
  - g) If the goods are exported to third countries by the buyer himself or by third parties, the statutory value added tax will be charged, but refunded upon presentation of the legally required proof of export.
  - h) If we export the goods ourselves to third countries, the statutory VAT will not be charged.
  - i) All fees incurred by banks or PayPal are to be borne by the buyer and may have to be added to the invoice total by the buyer himself at the time of payment.
6.
  - a) The shipment, including all costs incurred with it, is at the expense of the bidder or recipient.
  - b) Foreign customers buy according to the foreign exchange regulations of their country and the auctioneer disclaims any liability for any consequences resulting from violations.
  - c) Shipping formalities are taken care of by the auctioneer.
  - d) The shipping costs will be charged to the buyer according to expenditure.
  - e) For payments with PayPal, the shipment will be made exclusively to the address stored with PayPal.
7.
  - a) Payment of the purchase price is due immediately, to written buyers (bidders) 10 days after the auction has been issued, unless otherwise agreed before the auction, or after receipt of the goods.
  - b) A deferral of the invoice amount is not possible. The auctioneer reserves the right to send an advance payment invoice to buyers who have not deposited a sufficient deposit. In this case, the auctioned goods will be shipped to the buyer immediately after receipt of payment of the invoice amount.
  - c) In the event of default, the auctioneer is entitled to invoice interest on arrears (8.37% p.a.) (§288 BGB).
  - d) The **auctioned** goods remain the property of the seller until all claims have been paid in full.
8.
  - a) If payment is not made to the auctioneer as set out in point 7a, or if acceptance of the auctioned item is refused, the item is not handed over to the winning bidder, he loses his rights from the knockdown and the item can be auctioned again at his expense.
  - b) The winning bidder is liable for the loss in the event of lower proceeds, he is not entitled to any additional proceeds.
9.
  - a) The knockdown takes place after the highest bid has been called three times and obliges the bidder to accept.
  - b) In the event of differences of opinion about the award, the number could be called out again.
  - c) The auctioneer is entitled to merge, separate or withdraw numbers. There is no pre-payment of numbers.
  - d) If necessary, the auctioneer is entitled to exceed the limit by one step increase for the customer, this applies in particular to the submission of bids of the same amount
  - e) The minimum increments for bidding are:

	<b>Normal auction:</b>		<b>e-live Auction (Online-Auction)</b>		
Up to	100,-€	5,-€	Up to	50,-€	2,-€
Up to	200,-€	10,-€	Up to	200,-€	5,-€
Up to	800,-€	20,-€	Up to	500,-€	10,-€
Up to	2.000,-€	50,-€	Up to	1.000,-€	20,-€
Up to	8.000,-€	200,-€	Up to	2.000,-€	50,-€
Up to	20.000,-€	500,-€	Up to	5.000,-€	100,-€
Up to	80.000,-€	1.000,-€	Up to	10.000,-€	250,-€
over	80.000,-€	2.000,-€	over	20.000,-€	500,-€

10. Unless otherwise noted, the general auction provisions apply and, also in relation to foreign customers, German law applies.

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11.
  - a) Written orders are conscientiously executed by us without commission.
  - b) Orders from bidders unknown to us can only be executed if a securities account is deposited or references are named.
  - c) Each bid made by the customer within the framework of the live-bidding and e-live auction constitutes a binding offer to conclude a purchase contract. This is effective until a higher bid (overbid) is placed or the e-live auction is closed without a knockdown
  - d) Pre-bids for the Online Auction can be submitted via the Website [www.muenzen-leipzig.de](http://www.muenzen-leipzig.de) once the Auction is available online.
  - e) During the auction, the "live bidding" takes place until the final virtual knockdown.
  - f) Registration on this site is required to place online bids. A new registration or password change is technically no longer possible after the start of the auction. In addition, we take written or telephone bids into account as best we can.
  - g) Written bids can only be considered up to 24 hours before the start of the auction.
  - h) If, during the processing of a written bid, an identical pre-bid is transferred [www.muenzen-leipzig.de](http://www.muenzen-leipzig.de) or other internet platforms with us, this is preferred. In the event of several written bids of the same amount, the first bid received will be accepted.
  - i) In the case of written bids, we are entitled to exceed the limits by 3 - 5% if necessary.
  - j) Bids that are less than 90% of the estimated price will not be considered in the e-live auction.
  - k) In an e-live auction, "either/or bids" cannot be considered.
  - l) However, we do not assume any liability for these bids, in particular not for the occurrence and maintenance of transmission errors, nor for downtimes and delays caused by maintenance and restoration of the respective server, by disruptions and problems in Internet traffic, by force majeure and other disruptions caused by circumstances beyond our responsibility. This does not apply in the event that we are accused of gross negligence or intent.
  - m) The Leipziger Münzhandlung und Auktion Heidrun Höhn e.K. does not assume any liability for incoming bids on the day of the auction.
12.
  - a) The description in the catalogue has been carried out conscientiously. However, it does not establish any liability for legal or material defects pursuant to §§434, 459ff BGB.
  - b) The indication of the grade is made strictly in accordance with the usual grade classifications in the German coin trade and is considered a personal assessment.
  - c) Buyers present at the auction generally buy "as is".
  - d) Complaints must be made in writing immediately, but no later than 8 days after receipt of the goods.
  - e) Undetected counterfeit auction goods will be taken back without exception against a refund of the purchase price.
  - f) All claims based on justified complaints are limited to the net invoice value of the respective underlying delivery.
  - g) In all other respects, the auctioneer and his employees are only liable if they can be accused of intentional or grossly negligent conduct.
  - i) Numbers with several coins (lots) are excluded from complaints (except for counterfeits) after the hammer has been knocked down. Insofar as the quantities of the lot are approximate information in the catalogue, the auctioneer is not liable for deviating quantities.
  - j) The authenticity of the pieces is guaranteed up to the amount of the purchase price. The prices printed are estimated prices that can be under- or exceeded.
13.
  - a) We assume no responsibility for the fact that the goods auctioned by us are accepted by the so-called grading companies or that the quality of the goods is assessed in a similar form to ours.
  - b) Complaints resulting from the fact that a grading company has come to a different quality assessment do not entitle the holder to reverse the purchase.
  - c) In the case of pieces that are delivered to us in the so-called "slabs" (coins are shrink-wrapped in plastic holders, issued by the grading companies), the above-mentioned guarantee of authenticity does not apply. We also assume no liability for hidden defects, e.g. edge defects, handle marks, sanding marks, etc., which are covered by the plastic holder.
14. The place of performance for both parties is Leipzig. For all disputes arising from or in connection with the auction, the place of jurisdiction shall be Leipzig, provided that the winning bidder is a registered merchant.
15. For cost reasons, the sending of the catalogue will be discontinued if the recipient has neither participated in the auction nor paid the catalogue nominal fee of EUR 15.00 for 18 months. Auction catalogues with a list of results are available free of charge against payment of a contribution towards expenses of 15.00 EUR (European countries 20.00 EUR / overseas 30.00 EUR or \$ 30.00) to the Volksbank Leipzig, SWIFT-BIC: GENO DEF 1 LVB and IBAN: DE 528 609 560 403 079 554 31.
16.
  - a) As long as the catalogue holders, auction participants and bidders do not express themselves to the contrary, they affirm that the catalogue and the contemporary and military-historical objects from the period 1933-1945 contained therein may only be used for the purposes of civic enlightenment, the defence against unconstitutional and anti-constitutional tendencies, art or science, research or teaching, enlightenment or reporting on current events or the history or similar purposes (§§ 86para. 3, StGB).
17.
  - b) The company Leipziger Münzhandlung und Auktion Heidrun Höhn e.K., owner Manfred Höhn, the auctioneer and his consignors offer these items only under these conditions. By submitting bids for objects bearing emblems of the Third Reich, the bidder undertakes to acquire these items only for historical-scientific purposes for the reasons mentioned above and not to use them in any way for propaganda purposes, in particular within the meaning of § 86a of the German Criminal Code.