



Agreement on Consigned Goods

Thank you for consigning goods to Leitz Photographica Auction!

By signing this agreement, you ("Consignor") confirm that you have consigned the goods listed in the attached inventory for voluntary auction at Leitz Photographica Auction and that you have read and accepted the auction conditions for consignors.

By mutual agreement, a percentage of 18% (incl. VAT) of the hammer price has been agreed with you as the auction fee. These fees cover costs associated with the auction, such as the production of photographs and the detailed description and valuation of your goods for the catalog and the advertising of the auction in the international trade press. Your goods will be insured upon acceptance at the mid estimate. For this, a fee of 1.5% (incl. VAT) of the lower estimated value will be charged, which will be offset against the proceeds of the sale. To increase the value of the consigned goods, we reserve the right to carry out minor repairs and cleaning work without consultation. The costs incurred will be charged upon successful sale (see point 24 of the auction conditions for bidders).

For some photographs, the seller is obliged to pay the statutory resale right fee in accordance with § 16b UrhG (Austria) (see point 11 of the auction conditions for consignors).

Enclosed you will find a list of your goods with the descriptions and the starting and estimated values determined by us.

Presentation of a valid personal document

Private Entrepreneur (tax-relevant information for companies will be requested separately)

Name _____
Address _____
Telephone _____
Fax _____
E-Mail _____
VAT registration _____
Nr. _____

For quick and convenient payment processing, please provide us with your bank details:

Bank _____
Bank code _____
Account number _____
In the name of _____
IBAN _____
SWIFT _____

Terms and Conditions of Auction for Consignors at Leica Camera Classics GmbH (hereinafter referred to as "Leitz Photographica Auction")

As of: December 16, 2024

- 1) The auction is public and voluntary and is carried out in accordance with the provisions of § 158 of the Austrian Industrial Code (Gewerbeordnung) and the present auction conditions. The auction is carried out in the auctioneer's own name for the account of a third party (commission business). Unless mandatory national or European provisions preclude this, the parties agree that the place of performance and jurisdiction shall be Vienna, Austria. Austrian law shall also apply in relation to foreign consignors who are not resident in Austria but in another member state of the European Union or in a third country, provided that this is not contrary to mandatory national or European provisions.
- 2) By signing, the Consignor confirms the accuracy of the information provided about themselves (name, address). He/she further confirms that he/she is the sole and rightful owner – or the authorized agent of the owner – of the goods brought in and that no third party has any rights to the goods.
- 3) With his/her signature, the Consignor further confirms the following:
- 4) He/she has neither knowledge nor reason to suspect that (i) the goods themselves or the means of acquiring the goods originate from or are associated with criminal activities and (ii) the goods are associated with money laundering, economic sanctions, terrorist activities, tax evasion or violations of legal regulations to combat bribery or corruption.
- 5) If the Consignor is acting as an agent on behalf of a principal, he/she has taken reasonable steps to ensure compliance with sanctions and anti-money laundering, anti-terrorism, anti-bribery and anti-corruption regulations.
- 6) Leitz Photographica Auction will only accept goods for auction if they are considered unencumbered according to the existing legal situation. If the goods are, for example, part of a bankruptcy or insolvency estate, or if they are imported goods that have not cleared customs, the auction house must be informed of this immediately.
- 7) For consignments from third countries, the Consignor authorizes and empowers Leitz Photographica Auction to carry out the proper customs clearance, including payment of the import sales tax. Any customs duties, clearance and other costs incurred, whether in Austria or in another country (auction location), shall be borne by the Consignor. The costs incurred will be deducted from the sales proceeds.
- 8) The agreed conditions and the personal data of each contributor will be treated in strict confidence by Leitz Photographica Auction and will not be passed on as a matter of principle. However, should a credible claim be made by a third party with regard to a consigned item and the ownership of the item cannot be otherwise clarified, the auction house is entitled to disclose the name and address of the Consignor.
- 9) If goods intended for auction are sent to Leitz Photographica Auction by mail or courier service, the Auction House will cover these fees free of charge until the final invoice is issued to the Consignor. The costs incurred will be deducted from the sales proceeds when the account is settled. If an item is not auctioned, the amount is to be paid when the item is taken back by the Consignor.
- 10) The valuation and professional identification of the goods is carried out by experts from Leitz Photographica Auction. The starting and estimated prices listed in the catalog are set by the Auction House. The Consignor receives a list with the descriptions and the starting and estimated prices set by Leitz Photographica Auction for the consigned goods. The agreed minimum selling price may not exceed the lower estimate.

- 11) Leitz Photographica Auction reserves the right, at its sole discretion, to withdraw any lot from sale, whether before or during the auction, and assumes no liability whatsoever with respect to such withdrawals. In addition, this and the other rights of withdrawal contained in these conditions, Leitz Photographica Auction may in particular cancel the auctioning of a lot if it can reasonably be assumed that the auctioning is or could be illegal or that the sale could make Leitz Photographica Auction (or the seller) liable to a third party or could also damage the reputation of Leitz Photographica Auction.
- 12) The Consignor agrees that the auctioneer may, at his sole discretion, temporarily reduce the established minimum sale price during the auction by no more than one bidding increment if a successful bid otherwise appears to be in jeopardy.
- 13) The Consignor agrees that Leitz Photographica Auction may carry out cleaning and minor maintenance work on the lots brought in. Up to an amount of 10% of the lower estimate or a maximum amount of EUR 300, this can be done without consulting the Consignor. The costs for this work will be deducted from the sales proceeds. If a lot is not auctioned, the costs are to be paid by the Consignor when the lot is taken back.
- 14) The Consignor shall be liable to Leitz Photographica Auction and the buyer for defects in the consigned goods, in particular with regard to his assurances, material, description of condition and age information.
- 15) The consigned goods shall remain the property of the Consignor until the acceptance of the bid (hammer falls). With the acceptance of the bid at the auction, the item becomes the property of the buyer, subject to full payment of the purchase price. Leitz Photographica Auction's liability for any damage that may occur during delivery, intermediate storage or inspection is excluded, unless the damage is due to intentional or grossly negligent behavior on the part of Leitz Photographica Auction. In order to avoid any problems, consigned goods will be insured at the mid estimate and 1.5% (incl. VAT) of the lower estimate will be charged for this. The costs will be offset against the proceeds of the sale. To the extent permitted by law, Leitz Photographica Auction's liability is deemed to be limited to the lower estimate.
- 16) Sellers of original works of fine art and photography are obliged to pay the statutory resale right fee in accordance with § 16b UrhG (Austria). It amounts to the percentages set by law depending on the highest bid. This does not apply to hammer prices below € 2,500. Such fee will be deducted from the price payable to Contributor. The above provision shall apply mutatis mutandis to other statutory fees, insofar as these are incurred under other legal systems in addition to or instead of the resale right fee pursuant to Section 16b UrhG (Austria).
- 17) The Consignor agrees that photographs or video recordings may be made and published of the consigned goods by him/her. Leitz Photographica Auction owns any and all rights to these images free of charge.
- 18) Leitz Photographica Auction is entitled to offer the goods not auctioned in a subsequent post-auction sale up to eight weeks. The purchase price agreed with the Consignor plus fees shall be the minimum selling price.
- 19) In the event of default or refusal of payment by the buyer, Leitz Photographica Auction is not obliged to pay the Consignor. However, Leitz Photographica Auction reserves the right to offer unpaid goods for sale to other bidders without Consignor's consultation.
- 20) Payment of the auction proceeds, less the agreed fees, any costs and expenses, will only be made after Leitz Photographica Auction has received the full purchase price.
- 21) The auction process and numerous details are subject to our auction conditions, as published in the catalog and on our homepage www.leitz-auction.com.

- 22) Data protection: Leitz Photographica Auction saves and processes the personal data of the Consignor and may pass this on to another Leica Group company for use as described in and in accordance with our data protection policy, which is published on our website or available by email upon request.
- 23) These Auction Terms and Conditions for Consignors contain all agreements between the Consignor and Leitz Photographica Auction. Verbal side agreements are invalid. All changes must be made in writing to be effective.
- 24) Should any provision be invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. In case of complaints or ambiguities due to incorrect translation, the German text of the auction conditions for consignors is valid.

Last modified
December 16, 2024

Date, Signature of the Consignor

Date, Alexander Sedlak, Johannes Dietrich

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