

Duties to Supply Information for Distance Selling Contracts

In the following, we would like to draw your attention to some important information on consumer protection. You are therefore kindly requested to please read it carefully.

Please note the following information for consumers: Duties to supply information for distance selling contracts between entrepreneurs and consumers Regarding Sect. 312d (1) of the German Civil Code (BGB) in conjunction with Art. 246a, Sects. 1, 4 of the Introductory Act to the German Civil Code (EGBGB)

1. Goods Offered / Contract Closure:

The art works offered are used, and their condition reflects their age and their previous history. The price takes any defects into account. The items offered by the Seller on the Internet or otherwise constitute offers to sell. The Bidder makes a binding bid. This bid lapses when an effective higher bid is made by another bidder or by the Bidder itself. The highest bid at auction closure decides the purchase contract concluded. The contract comes into existence between the Bidder (subsequently Buyer) and the respective Seller. In the case of the "Buy Now" option, the contract comes into existence when this sales offer is effectively accepted by the Buyer. The specifications of the items offered by the Seller are non-binding. The auction process, the ordering procedure and the conclusion of a contract in an online purchase transaction staged as an Internet auction (e-commerce) are described in "[Duties to Supply Information for Concluding Contracts in e-Commerce Transactions](#)".

2. Seller:

Kunstauktionshaus Zemanek-Münster
Hörleingasse 3-5
97070 Würzburg
T +49 931 17721
F +49 931 17738
E info@tribalart.de
Owner: Dr. David Zemanek e.K.
Register No.: HRA 5647 / Court: Würzburg
UstId: DE 315250869

Kunstauktionshaus Zemanek-Münster – Hörleingasse 3-5 – 97070 Würzburg
T +49 931 17721 – F +49 931 17736 – info@tribalart.de – www.tribalart.de

3. Prices and Delivery & Freight Costs:

The indicated price is a net price. An additional premium will be added, as well as VAT resulting from the premium. CITES certificates, export permits as well as any customs duties incurred for deliveries to countries outside Germany shall be borne by the Buyer.

The packaging and shipping of auctioned items is done at the expense and risk of the Buyer.

4. Telecommunications Costs:

If the Bidder contacts the Seller using telecommunications, e.g. telephone, fax, e-mail, Internet, it will not be charged any telecommunications costs by the Seller, apart from the Bidder's own connection costs.

5. Payment, Delivery and Service Conditions:

Payments by the buyer are generally only made by transfer to the auctioneer to an account specified by him. The fulfillment effect of the payment only occurs with the final credit to the auctioneer's account. Payments by credit card (Visa, Master, Amex) are only possible up to an amount of EUR 1,000. Details are provided in the Duties to Supply Information in e-Commerce Transactions, available at [Terms - Kunstauktionshaus Zemanek-Münster](#). All costs and fees for the transfer (including the bank charges deducted from the auctioneer) are borne by the buyer, insofar as this is legally permissible and does not fall under the prohibition of § 270a BGB.

The item must be collected immediately, at latest 14 days after payment. In the case of shipment at the expense and risk of the buyer, further charges may arise, in particular packaging, volume- and weight-dependent shipping costs, mandatory transport insurance, CITES and / or customs fees if applicable.

6. Customer service:

There is no separate customer service. If you have any suggestions, problems or complaints, please contact the above address in writing or by phone (see point 2).

7. Terms of Warranty:

7.1. Under Sect. 437 of the German Civil Code, you have a legal right to notify defects. See the modifications in item 7.2.

7.2. Further specifications of the items, to the best of our knowledge, do not constitute contractually agreed qualities or characteristics within the meaning of Sect. 434 of the German Civil Code; instead they merely serve as information for the Buyer – unless we expressly assume a guarantee in writing. This also applies to expertises. The fact that the Seller has given an appraisal as such is not indicative of any quality or characteristic of the object being sold. Vis-à-vis consumers within the meaning of Sect. 13 of the German Civil Code, the guarantee for used goods is limited to one year after commencement of the statutory prescriptive period. In all other respects, statutory regulations shall apply

8. Code of Conduct:

The Seller has not committed itself to any code of conduct, however it is a member of Bundesverband Deutscher Kunstversteigerer e.V. (BDK), [Startseite | BDK](#), which have committed itself to a code of conduct, that the members have accepted for themselves.

9. Minimum Term:

The contract does not have a minimum term. The period during which the Bidder is bound by its bid is determined by the duration of the Internet auction and the highest bid at the time.

10. Right of Revocation:

The Buyer may revoke its declaration of contract in accordance with Sect. 312g and Sect. 355 of the German Civil Code. The Buyer is advised in detail about its right of revocation and about the consequences of revocation in [the revocation policy](#).