



VDP. DIE PRÄDIKATSWEINGÜTER  
NAHE

## **auction conditions**

### **§ 1 Offer**

1 The auctioneer guarantees the origin of the wines offered and auctioned in their present state. He is liable for the fact that the samples are taken from the corresponding bottle wine number. The offer of bottled wines includes glass, equipment and one-way packaging, ex winery without VAT, which is charged separately.

2. The bid shall be valid for the quantities indicated in the list of auctions according to consecutive numbers. The lowest further bid is 1,- € per bottle.

The wines will be offered in accordance with the lot sizes indicated, whereby the bidder in principle takes over the entire lot. If other bidders are involved in the lot with his consent, they will be noted on the ticket.

For all bids, a crosscheck will be issued for each number or lot. The unique piece will be handed over after the bid has been accepted.

### **§ 2 Surcharge, commission**

1. the acceptance of the bid shall only be made to recognised wine commission agents. They are entitled to a brokerage fee of 10% of the net price at auctions, of which the bidder bears 5%.

With the acceptance of the bid a purchase according to § 494 BGB comes about. At the same time, the risk is transferred to the bidder.

2. if doubts arise about the final bid during the knockdown, a new bid can be made. The auctioneer is entitled to decide on this. Every auctioneer remains bound to his bid until the hammer is knocked down.



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3. climbing slips will be issued for the auction, which are considered as confirmation of purchase. Only one copy of the tickets will be issued for each number or lot.

**§ 3 Passing of risk, liability**

1. the wine shall be stored at the risk and expense of the successful bidder once the contract has been awarded. The same shall be jointly and severally liable with the commissioned wine commission agent, unless the commission agent appoints his client within 15 days.

**§ 4 Transfer of ownership, reservation of ownership**

1. the ownership of the auctioned wine is transferred to the auctioneer as soon as his payment obligations towards the auctioneer have been completely fulfilled.

The handover is replaced by the fact that the auctioneer keeps the wine in safe custody, whereby he is responsible for the care which he, as a proper businessman, uses in his own affairs (§ 690 BGB).

Insofar as payment is made by the commission agent, ownership shall pass to him.

If the wine is paid for by the commission agent and handed over directly by the auctioneer to the auctioneer, the latter, as the commission agent's representative, acquires ownership of the wine for the auctioneer, which the auctioneer merely keeps and stores for the commission agent until the purchase price has been paid in full.

In the case of a current account, the retention of title shall serve as security for the balance claim.

If a wine is handed over before full payment, the extended retention of title shall also be deemed to have been agreed.



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**§ 5 Payment**

Payment of the rising price including ancillary costs shall be due at the time of purchase, but no later than 6 weeks after the auction.

The auctioneer must be able to dispose of the full invoice amount on the due date. Discounts are not granted.

**§ 6 Reference**

1. the purchase has to take place at the latest within 6 weeks after the auction and should be announced to the auctioneer at least two days before.

**§ 7 Designations**

1. only wines which have been matured and bottled in the producer's cellar may be described as producer bottling.

2. the terms "Kabinett", "Spätlese", "Auslese", "Eiswein", "Beerenauslese" and "Trockenbeerenauslese" may be used only if they correspond to the producer's specifications.

**§ 8 Delay in payment and acceptance**

1. if the rising price has not been paid by the due date, the ascender shall pay interest on arrears from that date at a rate of 3% above the interest rate of the Landeszentralbanken.

If a longer storage period has been agreed, these wines are to be obtained no later than 14 days after the auctioneer's request. If the wines are not purchased after this period has expired, one cent of the purchase price per bottle and month is to be paid monthly from this point on.

If the auctioneer does not comply with his obligations, the auctioneer shall be entitled, in accordance with



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Notice of default by the successful tenderer to withdraw from the contract and otherwise dispose of the wine within a period of 10 working days by means of a written declaration, or to require the successful tenderer by the court to fulfil the obligations entered into. In any case, the Auctioneer shall be liable for any damage suffered by the Auctioneer as a result of non-performance and, in the event of resale, for any loss of proceeds. If the Auctioneer does not make use of this within 6 months, the Auction shall cease to exist thereafter.

**§ 9 Place of Jurisdiction, Place of Performance**

For all disputes - also due to possible notices of defects - the place of jurisdiction is the residence of the Auctioneer; the place of performance is the residence or the seat of the management of the Auctioneer.

For obligations arising from a contract between the commission agent and the bidder, the place of performance and place of jurisdiction shall be the domicile or place of business of the commission agent.

**§ 10 Auction regulations**

The measures taken for the order of the auction are to be acknowledged and observed by all visitors.

The auctioneer has the householder's right in the auction room.