

Auction conditions VDP.Versteigerung Nahe

§ 1 Offer

- (a) The auctioneer guarantees the origin of the wines offered and auctioned off in their present condition. The offer of the wines is per bottle in the indicated bottle size, including the generally customary packaging ex winery, plus VAT at the statutory rate.
- b) The offer is valid for the quantities stated in the auction list according to consecutive numbers. The lowest further bid is 50 cents per bottle.
- c) The wines will be offered according to the lot sizes indicated, whereby the commission agent will generally take over the entire lot. If other commission agents are involved in the lot with his approval, they will be noted on the bidding slip.

§ 2 Surcharge, commission

- (a) The award of contracts shall be made only to recognised wine commissioners. They are entitled to a commission of up to 5 % from the auctioneer (seller) and 5 % from the auctioneer (buyer), both based on the net price.
- b) With the acceptance of the bid a purchase according to § 494 BGB is concluded. At the same time, the risk is transferred to the bidder.
- c) If doubts about the last bid arise at the time of the knockdown, the bidding can be repeated. The auctioneer is entitled to decide on this. Every auctioneer remains bound by his bid until the knockdown.

§ 3 Transfer of risk, liability

- (a) after the knockdown, the wine shall be stored for the account and at the risk of the successful tenderer. The same is liable with the commissioned wine commission agent with joint and several liability, unless the commission agent names his principal within 15 days.

§ 4 Transfer of ownership, reservation of title

- (a) Ownership of the auctioned wine shall pass to the auctioneer (buyer) as soon as the auctioneer's payment obligations to the auctioneer (seller) have been fulfilled in full.
- b) The transfer is replaced by the Auctioneer (Wineestate) holding the wine in safe custody, whereby the Auctioneer is responsible for the care that he as a prudent businessman would use in his own affairs (§ 690 BGB).
- c) If the wine is paid for by the commission agent and handed over directly to the Auctioneer (seller) by the Auctioneer (buyer), the latter acquires the right of ownership of the wine on behalf of the Auctioneer as the commission agent, which the Auctioneer (buyer) merely keeps and stores for the commission agent until the purchase price has been paid in full.

d) In the case of a current account, the reservation of title shall be deemed security for the balance claim.

If a wine is issued before full payment has been made, the extended reservation of title is also deemed to have been agreed.

§ 5 Payment

a) The payment of the ascent price including additional costs is due upon purchase, at the latest however 6 weeks after the auction.

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

§ 6 Purchase

a) The purchase must be made within 6 weeks of the auction at the latest and the auctioneer (seller/ Estate) must be notified at least two days in advance.

§ 7 Default of payment and acceptance

a) If the bidding price has not been paid by the due date, the bidder shall pay interest on arrears from that date onwards at a rate of 3% above the interest rate of the Landeszentralbanken.

b) If longer storage is agreed, these wines are to be purchased no later than 14 days after the auctioneer's (seller) request. If the wines are not purchased after this period, ten cents storage fee per bottle and month is to be paid to the auctioneer (seller) from this date on.

c) If the Auctioneer (buyer) does not fulfil his obligations, the Auctioneer (seller) is entitled, after giving notice of default to the Auctioneer (buyer), to withdraw from the contract by written declaration with a period of notice of 10 working days and to dispose of the wine otherwise, or to require the Auctioneer (buyer) by court order to fulfil the obligations entered into. In any case, the Auctioneer (buyer) is liable for the damages incurred by the Auctioneer (seller) as a result of the non-performance and, in the event of resale, for any loss of proceeds. If the auctioneer (seller) does not make use of this within six months, the auction will be cancelled.

§ 8 Place of jurisdiction, place of performance

a) For all disputes - also because of possible notices of defects - the place of jurisdiction is the residence of the auctioneer (seller); place of performance is the residence or the seat of the management of the auctioneer(seller).

b) For obligations arising from a contract between the commission agent and the auctioneer (buyer), the place of performance and jurisdiction is the residence or the location of the commercial branch of the commission agent.

§ 9 Auction Regulations

a) The measures taken for the order of the auction must be recognized and observed by all visitors.

b) The auctioneer has the right of domiciliary rights in the auction room.

(Status July 2020)