

# TERMS AND CONDITIONS OF AUCTION

Any participation in our auction is the recognition and unconditional acceptance of the present Terms & Conditions.

## 1. BIDDER REGISTRATION

- Registration is subject to presentation of a personal ID or passport and the provision of details of a valid credit card.
- On registration, the bidder accepts that a pre-authorisation in the amount of CHF 2'000 (reservation) will be made on the credit card provided. This will be refunded after the auction or after the purchase has been processed.

## 2. BIDS

- Placing a bid corresponds to a binding offer.
- Bidders remain tied to their bid until the same is either outbid or rejected by the auction's management.
- The auction's management is entitled to reject bids of unknown parties.
- Individuals who are not present may communicate their bids in writing to the auction's management. Suchlike bids are regarded highest bids without any premiums, VAT, and/or tariffs. Any changes to bids submitted in writing must be in writing, too, and have to be submitted no later than the night before the auction. Bidding by telephone is also possible. If you request to place your bids in writing or by telephone, please make use of the respective form provided on the auction catalog's last page!
- Online bidding is possible on [www.invaluable.com](http://www.invaluable.com), please register in time!

## 3. AUCTION ITEMS

- **ITEMS ARE OFFERED AND SOLD ON BEHALF AND ACCOUNT OF THE CONSIGNOR OR OF THE COMPANY'S OWN STOCK!**
- ***Neither Oldtimer Galerie International GmbH (OG) nor the sellers assume any liabilities regarding age, origin, state, and quality of the items offered and sold within the scope of the auction. Items are sold in their state as of the time of their acceptance. Unless explicitly agreed otherwise, mileages are regarded to be free from any guarantee.***
- **For post auction sales the terms and conditions of auction are also applied.**
- Unless expressly stated otherwise, all items are to be inspected within the scope of the exhibition preceding the auction and will be published in good time on our website [www.oldtimergalerie.ch](http://www.oldtimergalerie.ch). It provides the opportunity of gaining information and insight on their respective state and value.
- The description of the objects is made according to the information provided by the vendor, based on the last current state of knowledge to the best of the vendor's knowledge and belief. The OG does not assume any liability for the topicality, correctness and completeness of the information and the description. There will be no detailed technical inspection of the vehicles by the OG prior to the auction.  
**The OG is not liable for obvious or hidden defects.**
- All vehicles that are offered as from a fresh Motor Vehicle Control Office (MFK) and **are not yet inspected at the time of acceptance will be checked after the auction on account of the seller.** For suchlike vehicles, OG ensures «free parking» until MFK has been performed.

## 4. ACCEPTANCE / OWNERSHIP

- Items are allocated to the best bidder. Items will not be supplied to the purchaser before their full payment.
- The acceptance of a bid can be subject of a conditional sale. I.e., OG will consult the respective seller and inform the bidder within 10 days.  
**Until then, the bid remains binding for the bidder!**
- In the event of any differences between two or more bidders, the same object may be re-offered.
- **Complaints submitted after acceptance of a bid will be rejected.**

## 5. HAMMER PRICE / COSTS

- All auctioned items are subject to payment of a 12% premium, added to the hammer price.

## 6. PAYMENT OF AUCTION ITEMS

- Any payment of purchased items has to be done within three days as from

auction day, in Swiss francs or by banker's draft.

**All purchasers will be requested to pick up their auction invoices and documents at the auction's office before leaving the auction rooms.**

**If the purchaser is not present, the formalities (invoice + pick-up instructions) will be sent to him, if possible, the following day in advance by e-mail and by post.**

## 7. DELIVERY / PICK-UP OF AUCTION ITEMS

- Purchased items will only be delivered after the auction's end and full payment.
- Unless expressly stated otherwise, vehicles ready for delivery at the time of the auction/allocation are to be picked up at the auction site within a term of five days as from auction day.
- For items / vehicles not picked up in due time will incur storage fees of CHF 15.00 plus 8.1% VAT per day and item.

## 8. LEGAL MATTERS / LIABILITY

- OG reserves the right to apply changes and notes to the item's catalog description before and/or during the exhibition or up to the time of allocation. **Any notice of defects will have to be brought forth before the item's allocation.**
- OG acts on its own or on the sellers' account. According to Sub-paragraph 2, any liability for defects shall be excluded.  
**Agents and/or employees of OG are generally not entitled to grant any guarantees whatsoever.**
- The auction's management shall be entitled to offer lots deviating from the numerical order and/or to unite, separate, or cancel catalog numbers.
- Any participation in auctions shall be at the participant's own risk. For damage to exhibited items, the respective cause shall be liable.
- Any removal of auctioned items is associated to individual expenses and risk, even if it is performed by third parties.
- Invoices for auctioned items are to be paid as set forth under Sub-paragraph 5 hereof. If the purchaser fails to do so, the auctioneer shall be entitled to demand the sales contract's fulfillment by charging 1% default interest per month on the hammer price, plus a premium and the costs for collection.  
However, the auctioneer shall also be entitled to withdraw from the sales contract by canceling allocation and hammer price, and to subsequently sell the item independently. In suchlike cases, the successful bidder shall be liable for any and all damage and loss arising from late or non-payment, in particular for possibly reduced proceeds. Any advance payment made shall be credited to respective damage and loss.
- The auction as well as any and all disputes arising therefrom or in relation thereto shall be subject to Swiss law and the judgment of Bernese jurisdiction. The aforesaid shall apply under the provision of forwarding respective cases to the Swiss Federal Court in Lausanne and independent of the legal domicile of the parties involved.
- With respect to the judgment of disputes, the German language version of the present Terms & Conditions of Sale or Auction Terms and Conditions shall prevail.  
**Bern in Switzerland shall be place of jurisdiction.**

## 9. GENERAL

- The Terms and Conditions for Auction and Sale shall be disclosed to all interested parties and are published prior to the auction on [www.oldtimergalerie.ch](http://www.oldtimergalerie.ch) as well as they are displayed in the auction room during exhibition and auction.
- Bidding for and purchasing items requires registration (name, address, signature). The registration serves as bidding authorization.
- It shall be within the purchaser's responsibility to effect insurance coverage in due time in order to protect itself against risks such as loss, theft, damage, and/or destruction of items.

**Toffen, March 22<sup>nd</sup> 2025**