

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 through telecommunications means 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 specified in the Duties to Supply Information in e-Commerce Transactions, available at [+ onlineonly.kettererkunst.com/terms.php](http://+onlineonly.kettererkunst.com/terms.php).

2. Seller

Ketterer Kunst GmbH & Co KG
Joseph-Wild-Str. 18
81829 Munich
Telephone: +49 89 55 244-0
Fax :+49 89 55 244 166
Internet: www.kettererkunst.com
E-Mail: info@kettererkunst.de

Register Court Munich HRA 46730
VAT ID: 129 989 806

Corporate Representatives
General Partner:
Experts Art Service GmbH
Register Court Munich HRB 117489
Joseph-Wild-Str. 18
81829 Munich
Managing Directors:
Robert Ketterer
Peter Wehrle

3. Prices, Delivery and Freight Costs

The prices quoted include, as far as owed, the statutory sales tax (VAT) at its currently valid amount, currently at 19%, according to the following stipulation:

In the case of differential taxation according to § 25a UStG (German VAT Act), the bids shown before the conclusion of the purchase contract are bids including the applicable sales tax. In case of

regular taxation, which a consigning contractor can opt for, the applicable statutory sales tax, currently at 19%, is levied on the total of the hammer price plus the premium and is disclosed accordingly.

With differential taxation, a surcharge is levied per individual item as follows:

- Hammer price up to 800,000 euros: Herefrom 32% buyer's premium.
- A premium of 27% is levied on that part of the hammer price exceeding 800,000 euros and is added to the premium incurring on the the part of the hammer price up to 800,000 euros.

Works of art that are marked with an "N" in the image were imported into the EU for sale. These are offered subject to differential taxation. In addition to the buyer's premium, the import sales tax of currently 7% of the invoice amount, paid in advance by the seller, is charged.

If the regular taxation is applied to works of art, the prospective buyer is informed of this before submitting a bid for the object. In this case, the purchase price consists of the hammer price and a premium per individual object, which is charged as follows:

- Hammer price up to 800,000 euros: Herefrom 27% buyer's premium.
- A premium of 21% is levied on that part of the hammer price exceeding 800,000 euros and is added to the premium incurring on the the part of the hammer price up to 800,000 euros.
- The statutory sales tax of currently 19% is levied on the sum of the hammer price and premium.

For works by artists who passed away less than 70 years ago, a droit de suite charge is levied in accordance with Section 26 UrhG, scaled from 4% to 0.25 % of the sales proceeds, for details see item 4.7 of the General Terms of Auction. The droit de suite charge is VAT-exempt. If the buyer wishes the work of art that he has bought to be transported, additional delivery and shipping costs that must be paid for incur. These costs differ and depend on the type of shipment, location of shipment, size and weight of the work of art. The buyer is informed about the respective costs when submitting a bid and before the conclusion of the purchase contract. The information is displayed on the object. Any customs fees for deliveries to countries outside Germany must be borne by the buyer, as well as any fees that incur from payments on delivery, unless they are included in the costs that the vendor must bear in accordance to § 270a BGB (German Civil Code).

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

Buyers can make payments to the auctioneer only by bank transfer to the account indicated. Fulfillment of payment only takes effect after credit entry on the auctioneer's account. We accept credit card (Visa, Master, Amex) payments up to an amount of € 5,000. Details are provided in the Duties to Supply Information in e-Commerce Transactions, available at [+
onlineonly.kettererkunst.com/terms.php](http://onlineonly.kettererkunst.com/terms.php).

All bank transfer expenses (including the auctioneer's bank charges) shall be borne by the buyer as far as legal and not prohibited by § 270a BGB. After payment, the item purchased will be sent to the Buyer by insured post unless the latter explicitly states that it will collect the goods. The Seller may stipulate the mode and means of consignment at its own discretion. On dispatch, additional fees - in particular c.o.d. charges and customs duties - may be incurred which are charged directly by the

carrier and collected from the recipient on delivery of the consigned goods. These fees are not included in the Seller's carriage costs and must be paid by the Buyer additionally, if applicable. After appropriate notification and prior arrangement, the Buyer can collect the purchased item from the Seller. The item must be collected immediately, at latest 14 days after termination of the offer and purchase of the item by the Buyer.

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 item 2). We do not take e-mails into account. Your contact is: Mr. Wiewiora.

7. Terms of Warranty

7.1 Consumers in accordance with § 13 BGB are entitled to the statutory warranty rights according to § 437 BGB. We point out to the modifications in 7.2.

7.2 The descriptions and illustrations of the items were made to the best of our knowledge and do not constitute a guarantee and are not contractually agreed properties within the scope of § 434 BGB, but only serve to inform the buyer, unless we expressly issue a guarantee for the corresponding quality or property 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. The Seller has not committed itself to any code of conduct, however it is a member of 'Bundesverband Deutscher Kunstversteigerer e.V. (BDK)', www.kunstversteigerer.de, 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 can, provided he is a consumer in accordance with § 13 BGB revoke his contractual statement in accordance with §§ 312g BGB, 355 BGB. The Buyer is advised in detail about its right of revocation and about the consequences of revocation in the revocation policy attached.

Cancellation Policy You are entitled to revoke this contract within fourteen days without specifying any reasons. The cancellation period is fourteen days from the date you or a third-party named by you, who is not the carrier, takes possession of the goods.

To exercise your right of revocation, you must inform us

- Firma Ketterer Kunst GmbH & Co KG, Joseph-Wild-Str. 18, 81829 München, Fax +49 89 55 244 166 oder widerruf@kettererkunst.de -

by way of an unambiguous declaration (such as by letter sent by post, fax, e-mail) about your decision to revoke the contract. You can use the enclosed sample cancellation form to do so, however this is not mandatory.

To comply with the cancellation period, your notification regarding the exercise of the right of revocation must be sent before the cancellation period expires.

Consequences of Revocation

If you revoke this contract, we shall reimburse all payments you have made, including delivery costs inside the EU (excluding additional costs resulting from the fact that you opted for a mode of delivery other than the least expensive, standard delivery offered by us) immediately and at latest within fourteen days from the date we receive your notification regarding revocation of this contract. For this reimbursement, we shall use the same payment method that you used for the original transaction, unless anything to the contrary was explicitly arranged with you. Under no circumstances will you be charged for this reimbursement. In case of goods that can be sent in the form of parcels, we may refuse reimbursement until we receive the returned goods or until you provide proof that you have dispatched the goods to us, depending on whichever is earlier. You must dispatch or deliver goods that can be sent in parcels back to

Ketterer Kunst GmbH & Co KG
Joseph-Wild-Str. 18
81829 München

immediately and in any case no later than fourteen days from the date on which you inform us about the revocation of this contract. This deadline shall be deemed to have been met if you send the goods before expiry of the period of fourteen days. Goods that cannot be sent as parcels will be collected by us.

You shall bear the actual costs of return of the goods. You shall only bear a possible loss in value of the goods if this loss in value can be traced to an unnecessary procedure that you have undertaken for checking the quality, properties and functionality of the goods.

- End of the Cancellation Policy -

Sample Cancellation Form

(If you wish to revoke this contract, please fill out this form and send it back to us) To:

Firma Ketterer Kunst GmbH & Co KG
Joseph-Wild-Str. 18
81829 München

Fax: +49 89 55 244 166 or widerruf@kettererkunst.de I/we (*) hereby cancel the contract concluded by me/us (*) for the

purchase of the following goods (*)
provision of the following service (*)

Ordered on (*)
received on (*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s)

(Only if sent in paper form)

Date

(*) Please strike out inapplicable items

Notes on privacy policy and data security

Your data will be used and processed exclusively within the framework of applicable data privacy laws.