

## CONDITIONS OF PURCHASE

### § 1. Bidding

The buyer shall be the highest bidder at the "hammer price". Any person bidding on behalf of a third party shall be liable in surety for completion of the sale.

At the request of Auktionshuset A/S (hereinafter called Auktionshuset), all bidders, whether they wish to make bids in person at the place of auction or commission bids by letter, fax or the homepage direct telephone bids or the homepage, should be able to document their ability to pay and be able to provide proof of identity at any time. Auktionshuset is entitled to refuse to accept a bid if, when requested, adequate security or adequate payment on account has not been rendered.

Bids should be made by the bidder in person at the place of auction or by written commission by letter, fax or the homepage. For online auctions all bids are submitted via the homepage. Telephone bidding is possible within certain conditions made out by Auktionshuset. Auktionshuset is not to be held responsible for any errors that may occur using this service. The auctioneer shall have absolute discretion as to the increment of the bids. The auctioneer will also make decisions in all cases of doubt regarding the bidding. Buyer must be registered with Auktionshuset before bids can be submitted.

### § 2. Payment

Purchases made at all Auktionshuset's online auctions are subject to a 25% fee, which covers 20% buyer's premium and VAT of the premium.

Purchases made at all Auktionshuset's traditional salesroom auctions are subject to a 25% fee, which covers 20% buyer's premium plus VAT of the premium.

Certain lots are sold in accordance with specific rules on normal VAT arrangement (hereinafter called normal VAT), so that the purchase price is the hammer price plus an additional 24% (for online auctions, wine, coins and stamps 20%) in buyer's premium and VAT of 25% levied on both the hammer price and the buyer's premium. The lots subject to Full VAT are indicated as such in the catalogue and on the homepage with an asterisk (\*).

Danish VAT registered buyers shall provide Auktionshuset with documentation of their SE-/CVR -number (VAT No.) as this has to be quoted on the invoice for goods bought at full VAT.

For some foreign buyers, specific VAT-exemption rules apply (cf. Article 3). VAT-exemption does not apply to private buyers from the EU who are considered as Danish buyers (cf. current Danish legislation on Special VAT Scheme for Sales of Works of Art, Collectors' items and Antiques by Public Auction).

The purchase price falls due for payment when the goods have been knocked down. Payment may be made in cash up to DKK 50,000, by Dankort, banker's cheque, traveller's cheque, Visa-, Master- or Euro-card. Personal foreign cheques may only be used for payment by prior arrangement.

Payment can also be made by bank transfer.

At traditional auctions payment for purchased items must be made during or immediately after the auction. Under all circumstances payment must be made no later than eight days from the date of the invoice. With online auctions an invoice will be sent to the purchaser.

Should the purchase price not be paid by the due date, interest at 1.5 % per new month will be charged.

If the purchase price and interest are not paid within eight days after Auktionshuset has sent its demand to the buyer, Auktionshuset shall be entitled to rescind the sale and resell the goods at a Auktionshuset auction or privately, and to demand reimbursement of any related losses from the defaulting buyer. Any further profit on the sale shall be payable to the person who had deposited the goods for sale by auction.

If the defaulting buyer is entitled to proceeds from a sale of goods by Auktionshuset, Auktionshuset shall be entitled to set off its receivables against its payables to the defaulting buyer.

If the defaulting buyer has deposited other goods for sale, Auktionshuset shall be entitled to sell such goods at a Auktionshuset auction without being bound by the reserve stipulated by the defaulting buyer. The defaulting buyer shall not be entitled to demand the surrender of goods deposited for sale as long as the debt payable to Auktionshuset has not been discharged, regardless of whether the value of such goods may be deemed to exceed the debt payable.

Auktionshuset shall be entitled to refuse a bid made by a buyer who is in default in respect to his payment obligations to Auktionshuset, as well as a bid made by a third party on behalf of such a defaulting buyer. Auktionshuset shall further be entitled to demand a deposit as a condition of accepting any future bids from such a purchaser.

### § 3. Return rights

Online purchase of items by private individuals is subject to Danish consumer law, which extends 14 days of money-back guarantee. The purchaser is liable for any costs related to the transport of returned items.

Should a purchaser seek to avail himself or herself of the money-back guarantee, Auktionshuset will refund the payment on receiving the returned items. Please note that the date on which accounts are debited is subject to the policy of the purchaser's bank/credit card company.

### § 4. VAT Exemption

Foreign buyers who meet the following conditions pay the applicable auction fees, cf. above, but are not charged Danish VAT. However, the Danish VAT must be deposited at Auktionshuset until documentation has been provided to show that the goods have been exported as required by law.

Buyers who are VAT-registered in another EU country are exempt from paying Danish VAT when it can be documented that the item purchased has been transported to the address declared by the buyer to Auktionshuset and specified on the invoice. In such cases, VAT must be settled in accordance with the rules in force in the country where the company is VAT-registered. It is advisable to check with the relevant local authorities.

Buyers domiciled outside the EU may be exempt from Danish VAT when it can be documented that the purchase has been transported out of the EU. As far as possible, Auktionshuset issues the necessary export documents to be presented to the customs authorities, and reserves the right to charge a fee for doing so.

If the goods are being exported by a freight forwarder authorised by Auktionshuset, the VAT need not be deposited.

### § 5. VAT Payment

VAT-registered businesses in other EU Member States may opt out of exercising the option of VAT exemption and instead pay Danish VAT on second-hand goods/full VAT. Auktionshuset must be informed of this before 10 am on the day after the purchase.

VAT-registered businesses in Denmark may choose to pay full VAT, cf. above. Auktionshuset must be informed of this before 10 am on the day after the purchase.

### § 6. Collection of purchases

The purchase price must be paid in full before the purchased lot can be passed over to the buyer. From the time of the lot being knocked down to the buyer, until its collection, the purchased lot will be held at the buyer's own expense and risk.

A storage fee will be charged for lots which have not been collected according to agreement. Lots which have been paid for but not collected will be stored at buyers expense. Lots not collected within 1 year will be resold at auction or privately at the buyer's expense.

### § 7. Dispatch

Should Auktionshuset undertake the packaging and forwarding of purchased goods, this shall be done at the buyer's own expense and risk. Auktionshuset shall thus not be held liable neither for any damage caused to purchased goods during dispatch nor for any missing consignments.

### § 8. Droit de Suite

In accordance with Danish copyright law, an additional royalty fee is to be paid for the purchase of works by contemporary Danish artist and some international artists who are either still alive or who have been dead for less than 70 years. The additional royalty fee will be collected by Auktionshuset on behalf of Copydan, which is a Danish-based joint collecting society. Such works are marked with (CD) for Copydan next to the lot number.

The Copydan royalty fee is added to the auction price including the buyer's premium when the total exceeds €300.

Copydan royalty fees:

- 5% of the auction price and buyer's premium (excluding VAT) totalling up to €50,000.
- 3% of the auction price and buyer's premium (excluding VAT) of totals between €50,000 and €200,000.
- 1% of the auction price and buyer's premium (excluding VAT) of totals between €200,000 and €350,000.
- 0.5% of the auction price and buyer's premium (excluding VAT) of totals between €350,000 and €500,000.
- 0.25% of the auction price and buyer's premium (excluding VAT) of totals above €500,000.

Copydan royalties must not exceed €12,500 for an individual artwork.

The euro exchange rate has been set by Copydan for 2015 at DKK 744,01 per €100.

### § 9. Export licence

Applications for an export licence must be made to the Danish Cultural Assets Committee when required in accordance with current Danish legislation on the protection and preservation of cultural assets in Denmark. Where such a licence has not been obtained, the foreign buyer will be informed thereof immediately after the lot has been knocked down to the buyer. Another application will subsequently be sent to the Danish Cultural Assets Committee by Auktionshuset on behalf of the buyer, now that the price is known. Should an export licence not be granted, the Danish Cultural Assets Committee would be obliged to acquire the purchased lot at the purchase price, and the buyer would thus not be bound to the purchase.

### § 10. Description of lots

All lots are sold in the condition in which they are found when knocked down and as described in the catalogue and on the homepage with subsequently published changes and modifications. Description is done according to the best of Auktionshuset's knowledge and on the cataloguing principles stated.

The lots auctioned are often of some age or of a kind which makes it possible that they may contain defects, deficiencies, or may have been subject to restoration or damage not necessarily stated in the catalogue and on the homepage. Pictures are for identification only and cannot be used for an evaluation of the condition of the goods.

Any person who wishes to bid at an auction should therefore satisfy himself of the condition of the lots for which he intends to bid by personal inspection at the preview held prior to the auction. The description is an indication of the prevailing opinion of scholars and expert at the time of the sale. If any doubts should arise after the purchase regarding the genuineness of the purchased lot or its conformance with the description, Auktionshuset should immediately be informed thereof.

Should the purchased lot be proved to be a forgery, or if the description contains material errors which lead to a considerably higher hammer price than that which a correct description would presumably result in, the buyer shall be entitled to cancel the purchase, after which the buyer shall be reimbursed for the total purchase price paid plus buyer's premium and VAT, when applicable.

For material errors in the description in respect to measurements or weight, compensation shall only be paid on a percentage basis in proportion to the difference.

The right of cancellation of a purchase in pursuance of the present conditions can only be exercised by the party who has bought the lot in question at Auktionshuset and shall be subject to the presentation of a claim for cancellation in writing to Auktionshuset within 2 years of the purchase date and to the purchased lot being returned to Auktionshuset in the same condition in any and all respects which the purchased lot was in at the time of the lot being knocked down to the buyer.

In the event of cancellation the buyer shall not be entitled to claim payment of interest on the purchase price nor shall the buyer be entitled to claim compensation for any other expenses or loss incurred, including any possible loss of profit in connection with reselling.

It shall not be possible to state cancellation of a purchase in pursuance of the above provisions if:

- a. the description on the day the lot was knocked down to the buyer was in accordance with the then generally accepted opinion of scholars and experts;
- b. the only way of establishing whether the lot was a forgery at the time of the sale was the implementation of scientific processes, the validity of which was only acknowledged after the time of the sale, or which would have required a disproportionate amount of cost, or which would have been impossible to carry out without damaging the lot in question.

In addition to the time-limits stated above, all purchases are subject to the Statute of Limitations stipulated by Danish law by which Auktionshuset is under no circumstance liable for purchases after 5 years from the date of purchase.

Auktionshuset A/S

### Commission

Auktionshuset undertakes to execute commission bids for bidders who are unable to be present at the auction. It is a prerequisite that Auktionshuset receives the commissions by letter, fax or telephone 24 hours before the start of the auction for the bidders' credit to be checked, if necessary. Commission bids by the homepage are possible until the auction starts. Auktionshuset is not to be held responsible for any errors that may occur using this service.

Condition reports

Auktionshuset undertakes to provide further information about the state and condition of the lots if possible. This is regarded as a service for customers who are unable to make a personal inspection of the lots at the preview. Auktionshuset stresses that the information given cannot be used as the basis for complaints; complaints can only be based on the description.

Exemption from VAT

Buyers shall, according to § 2, pay full VAT on lots marked with an asterisk (\*).

No Danish VAT is to be paid when VAT registered companies from other EU countries buy at Auktionshuset and resell to private buyers. The private buyer then only has to pay VAT according to the rules in force in the country where the foreign company is VAT registered. For further information please consult your local authorities.

The above is an English translation of the Danish version of the Conditions of Purchase. In case of dispute, only the Danish version of the present Conditions of Purchase of Auktionshuset is valid.