

CONDITIONS OF CONTRACT

NEUMEISTER Münchener Kunstauktionshaus GmbH & Co. KG

NEUMEISTER Münchener Kunstauktionshaus GmbH & Co. KG (hereinafter "NEUMEISTER") undertakes to sell the art works listed in the contract on its own behalf and for the account of the consignor, acting as a commission agent in this process and under the following conditions.

The consignor confirms that he/she is the legitimate owner of the items for auction with power of disposal over the items, or is authorised to act on behalf of the owner. The contract will be subject to the terms of the German Ordinance on Commercial Auctions of 24 April 2003 in the version of 9 March 2010.

1. The items for auction will be stored in NEUMEISTER's storage facilities free of charge until the auction is completed.
2. Storage is at the risk of the consignor. NEUMEISTER accepts liability only in the case of breach of the terms of contract with intent or gross negligence. The consignor is responsible for furnishing proof of intent and gross negligence and for reporting any damage immediately. Given this, NEUMEISTER takes out insurance against fire, theft, burglary and breakage. The price of this insurance premium is shown separately in the invoice. Upon concluding this auction contract, NEUMEISTER assigns its claims against the insurance company to the consignor. The consignor accepts the assignment.
3. The items are knocked down in accordance with the attached Conditions of Auction, which are a constituent part of this auction contract. In the case of items for which a reserve (minimum price) has been specified, NEUMEISTER may bid up to the reserve price on behalf of the consignor. Where the consignor has not specified a reserve price, the auctioneer may make the knockdown at its own discretion. If the work is knocked down at a conditional hammer price, the bidder is bound to his/her bid for three weeks. The consignor must announce its decision in a timely fashion enabling the bidder to be notified during the normal course of business. The auctioneer will not knock down gold and silver items at prices below the metal value.
4. The target price given in the catalogue is the price estimated by NEUMEISTER at its own discretion. The consignor will refrain from requesting estimates or valuations, including those for gold and silver items, from publicly sworn and appointed experts or experts designated by the Chamber of Industry and Commerce.
5. The consignor will leave any unsold items from the auction with NEUMEISTER for three weeks after the auction, for inclusion in a post-auction sale. In this case the sale price is the reserve specified by the consignor unless NEUMEISTER has determined a price at its own discretion.
6. The consignor instructs NEUMEISTER to calculate the proceeds due to him/her under these conditions of contract and to make payment of same. Consignors subject to Value Added Tax will additionally be reimbursed for the statutory Value Added Tax as soon as they submit confirmation of its due payment to the tax authorities.
7. Upon the expiry of a period of five weeks after the auction, NEUMEISTER is entitled to transfer any unsold items from the auction or post-auction sale to a freight company for storage or return at the expense and risk of the consignor, or to charge a storage fee.
8. NEUMEISTER will charge the consignor a commission for each lot number, comprising the commissions given in the contract plus processing costs (including costs of placing photographs in the printed or online catalogue(s)). In addition, the consignor will reimburse NEUMEISTER for any cash payments made for packaging, postage and transport and will reimburse the costs of any repairs made on the basis of special agreements and the costs of any expert appraisals. Items for auction that were purchased by the consignor personally or by a third party on the consignor's behalf are deemed to have been sold to a third party.
9. The consignor assumes full warranty for all information made by him/her concerning the art works for auction and will indemnify NEUMEISTER for all claims asserted by third parties concerning the auction. In particular, the consignor will be liable for all material

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defects and defects of title of the items submitted for auction under application of the commercial terms of the German Civil Code (BGB). Where major defects are discovered during processing of the items consigned, NEUMEISTER will be entitled to withdraw from the contract. If prosecution results, the consignor undertakes to pay the costs of proceedings in advance and to pay any costs suffered by NEUMEISTER. NEUMEISTER's liability to the consignor is limited to cases of breach of duty resulting from intent or gross negligence.

10. The consignor generally receives the invoice six weeks after the auction as well as his/her proceeds, where the purchase price has been received by NEUMEISTER during that time. NEUMEISTER is permitted to offset this payment against other claims of NEUMEISTER against the consignor and may deduct any commission, other costs and cash outlays (see Section 8 of these Conditions) owed to the auction house by the consignor. If the buyer fails to meet his/her payment obligations, NEUMEISTER is entitled to take legal action on its own behalf but at the consignor's expense and with the consignor's agreement, and may demand payment and charge default interest. NEUMEISTER will be liable to the consignor for any proceeds of the auction due to the consignor only after the buyer has received the consigned item sold at auction.
11. If the contract is dissolved at the request of the consignor, the consignor will be responsible for compensating NEUMEISTER for any cash outlay or other expenses. If the contract is dissolved at the request of NEUMEISTER by mutual agreement, the consignor undertakes to reimburse NEUMEISTER for the expenses and costs described in Section 8. Calculations must be based on the reserve prices specified by the consignor or, alternatively, the prices estimated by NEUMEISTER.
12. The parties agree that the consignor is informed of the place and time of the auction. Agreements and changes in reference to these conditions must be submitted in written form. Statements by NEUMEISTER are only binding when confirmed in writing. The place of jurisdiction and fulfilment, where its agreement is possible, is Munich. German law applies. The UN Convention on the International Sale of Goods of 11 April 1980 (CISG, German Federal Statutory Gazette (BGBl.) 89 II) shall not apply.
13. Where *droit de suite* (Art. 26 German Copyright Act (UrhG)) applies, the consignor for whose account the object has been auctioned undertakes to pay half of the amount due. 14. If one of these provisions is or becomes invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision that most nearly approaches the commercial content and purpose of the invalid provision.