

Verkoop- en Leveringsvoorwaarden / Conditions of Sale Rietdijk postzegel en muntenveilingen B.V. (stamps auction)

Gedeponereerd ter Griffie van de Arrondissementsrechtbank te 's-Gravenhage.

's-Gravenhage, 15 mei 2017, K.v.K. Haaglanden Nr. 270.90.000.

Note: Dutch text applies!

General

A) In these terms and conditions:

Seller / Consignor: The person who has brought in the goods for sale or his principal.

Participant / bidder: Anyone who bids on lots in the auction, either in writing or by telephone to the auction house, either through a bid in the room or through a bid, before or during the auction via e-mail or the internet.

Buyer / Highest bidder: The person to whom the lot has been assigned at the auction, either in writing or by telephone to the auction house, or by means of a bid in the hall, or by means of a bid, before or during the auction via e-mail or the internet.

Auctioneer/Auctioneer: J.K. Rietdijk Postzegel- en muntenveilingen B.V.

Noordeinde 41
2514 GC The Hague

Auction: Any public sale held by or on behalf of the auctioneer.

Lot: A lot, an independently actionable part of the auction

Bid: Amount for which a participant wishes to acquire a lot, made known by and/or:

- a) written registration in advance, whereby the auctioneer acts as a representative in the room
- b) a bid (in person or by personal representation) in the hall;
- c) direct telephone contact with a representative of the auction house in the room
- d) a bid through the online auction system Rietdijk live

Hall / Room bidder: An interested participant physically present in the hall / auction room.

Written bidder: An interested party who has placed one or more bids on lot(s) prior to the auction.

Internet or telephone bidder: An interested remote participant (by telephone or computer) in contact with the auction room.

B) The auctioneer is not obliged towards the buyer and the seller to any obligations other than those described in these general terms and conditions.

C) Costs and commissions mentioned in these general terms and conditions include VAT.

Costs and commissions on receipts are exclusive of VAT.

Payment and delivery

1. The purchase price is the price of each lot increased by 25% premium and € 2.50 table money per lot.

2. After the end of each session, there is an opportunity to pay the full purchase price of purchased lots. Upon full and immediate payment, the purchased lot will be made available to the buyer.

3. If the purchase price is not paid immediately and in full after the hearing, the auctioneer will send the buyer of the lot an invoice which must be paid in full within 10 days after the end of the auction. The lot can then be accepted by the buyer or will be sent to the buyer by the auctioneer at the expense and risk of the buyer.

4. If the buyer does not pay the purchase price in time and in full, the buyer will be obliged to pay interest on the outstanding amount on the purchase price. This interest payment amounts to 2% over each month or part thereof, calculated over the purchase price and the interest payment terms already due.

5. If the buyer fails to pay the purchase price within a period of 4 weeks after the end of the auction, the auctioneer is entitled to re-auction the purchased lots. All rights of the buyer lapse due to default in payment of the purchased lots. A further notice of default of the buyer by the auctioneer in this respect is not obligatory. Nor is it necessary to demand dissolution of the purchase. In the event that the buyer should fail to pay for the goods, the auctioneer reserves the right to regard the sales transaction as not having taken place with regard to the consignor.

6. If Article 5 is applied, the buyer remains obliged to pay compensation for all damage, costs and interest, which must all be paid within 8 days after notification thereof. Any benefit from additional proceeds upon re-auction of the lot remains exclusively and fully with the auctioneer.

7. Any extrajudicial costs arising from non-payment, late payment or incomplete payment by the buyer will be fully borne by the buyer. Any recovery costs, if the buyer already has the power of disposal over the purchased lot, will also remain entirely at the expense of the buyer.

8. The buyer acquires ownership of the purchased lot immediately after full and timely payment.

9. Once the lot has been assigned to a buyer by the auctioneer, that buyer bears the full risk of the lot.

Quality and reclaiming

10. All lots are sold as they are offered for sale.

11. All calls are made as if they had been made in the room. By participating in the auction by means of bidding in any way, participants declare that they are familiar with the condition and contents of the object being sold and the auction conditions and rules under which it is offered, the possible purchase has no right of reflection, return or guarantee on the basis of the regulations relating to "purchase it at a distance" other than described in these auction conditions.

12. Stamps with expert marks certificates from recognized inspectors or guarantee stamps from dealers known as bona fides are sold as such.

13. Except for stamps in remnants and collections, the auctioneer guarantees the authenticity of stamps.

14. If, according to an expertise of a generally recognized expert (for the Netherlands and Overseas Kingdom Parts, the NVPH or the Dutch Bond), a guaranteed stamp is not qualified as genuine, then: complaints can be submitted up to 14 days after the end of the auction; the entire lot will then be taken back for the full purchase price. Inspection costs are then settled with the seller. The term referred to may be extended if the buyer wishes to have the stamps inspected. In such situations, the buyer must inform the auctioneer within 5 days after the end of the auction, stating the stamps that will be submitted for inspection.

15. Inspections with regard to stamps of the Netherlands and Overseas Kingdom Parts are only accepted if and insofar as they are carried out by the NVPH or the Dutch Federation. In the event of assessments by other inspectors, the auctioneer reserves the right to have a counter-assessment carried out by the NVPH or the Dutch Association and to accept that inspection result as binding for both the buyer, seller and auctioneer.

16.

a.: The quality of the stamps is described to the best of our knowledge.

b.: Any complaints in this regard must be submitted to the auctioneer within 14 days after the end of the auction.

c.: The under b. said complaints will only be dealt with if it concerns lots which are listed in the auction catalog are described as single issues, MNH, beautiful ex., and the like and which contain a maximum of 5 stamps or one contain complete series, collections and compositions are expressly excluded.

d.: When the auction catalog states mostly beautiful ex., mostly beautiful ex. or mostly becomes MNH below that understand the majority of the value indicated in the catalogue.

e.: The photo is decisive for perforation, centering and stamping and complaints in this respect will not be accepted. On collections and remnants, reclaims are not accepted. Collections, collections, batches, compositions, boxes and remnants are all excluded from any reclaim regarding the content, condition, quality and description of the lot.

f.: In the case of accepted complaints, the stamps must be returned in the same condition as they were offered for auction. If the stamps are returned in a different, depreciating condition, the auctioneer is entitled to refuse the complaint.

g.: Lots that are submitted to inspectors for inspection will only be settled with a seller/sender when the test result is known (and positive). Stamps submitted for inspection do not release the buyer from the payment obligations as described in articles 1 to 9 of these sales and delivery conditions. All costs of the inspections are included approval of the lot for the buyer and, in case of rejection, for the consignor/seller of the lot in question.

17.

a.: The auctioneer is only the organizer of the auction. He or his company (partners) will never be or can become liable made or held for matters other than the commission, which is calculated on the value of the transaction. The appreciation of the quality and/or value of the offered lots is entirely for the account and risk of the sender/seller of the lot and the buyer of the lot.

b.: The buyer acts at his own expense and risk. Error on the part of the buyer can never be a different guarantee quality of the stamps than described in Articles 13, 14, 15 and 16 above.

18. Access to and participation in the auction may be refused by the auctioneer at its own discretion.

19. All lots are allocated to the highest bidder under the official supervision of the bailiff. The auctioneer determines which bidder has made the highest bid the bailiff confirms the bid and the buyer's number. The auctioneer is entitled to make the allocation to the highest bidder without giving any reason. The auctioneer is not liable towards the participants when exercising the right of refusal of a bid or bidder.

20. The bidders present in the auction room have priority at Rietdijk. In the event of identical bidding, the auctioneer will determine who has priority. Internet bidders can only be made in the bidding step schedule. When the bid is in the room, an internet bidder can do it only acquire a lot by bidding the next higher bidding step. On internet bids and pre-issued written bids the hall has priority, but always to be determined by the auctioneer. He may deviate from this for reasons of his own. Finally, the auctioneer is not liable for the consequences of (technical) malfunctions during the bidding, mail, telephone or internet connections.

21. When participating in the auction as a bidder, as a buyer and/or as a seller/sender, each participant declares to be familiar with these general terms and conditions of the auctioneer. If the rules of the auction are insufficient or completely unclear, the participant is obliged to request and receive clarification from the auctioneer in advance, or to refrain from participating in the auction. By participating in the auction, each participant declares to be familiar with the general terms and conditions and to waive any claim of error in this regard.

22. Everyone acts on his own account, risk and title. Any appeal by a buyer to a principal is considered null and void.