

Terms and conditions of auction and sale

1. By participating in our auction, bidders and buyers acknowledge the terms of auction and sale stated below.
2. Items are sold in the name and on behalf of the firm ÖVG (hereafter “Auctioneer”) in their present condition at the time of auction. The buyer acknowledges that complaints are inadmissible and that we do not assume responsibility for quality, condition, completeness, obvious or hidden defects, other damages, consequential loss or other special conditions. Technical data and information concerning year of production, dimensions or weight are not binding. Listings of the items are prepared with care and to the best of our knowledge.
3. Items are usually auctioned in consecutive numerical order. In individual cases we reserve the right to change the order of the auction and to exclude or combine items.
4. Any bid may be rejected without stating the reason; the sale may be denied or accepted under reserve.
5. The highest bid will be accepted as the winning bid after the Auctioneer repeats his call three times. In the event that more than one person making the same bid at the same time, the Auctioneer will decide the outcome. The Auctioneer may reopen bidding if there are doubts as to the winning bid. In all cases only the Auctioneer’s decision is binding.
6. **All prices are understood to be in Euros and shall include an additional 15% auction commission plus value-added tax at the statutory rate.**
7. Minimum bids are set by the Auctioneer according to his discretionary authority.
8. Upon acceptance of a winning bid, payment of the total due amount must be made to the Auctioneer in cash or by certified cheque. If this obligation is not fulfilled, the purchase item will be auctioned again, in such an event the first buyer will be barred from bidding, remains personally liable for the minimum proceeds, and has no claim to surplus proceeds.
9. Acceptance of a winning bid transfers the purchase item to the buyer, and with it, liability for and risk of accidental destruction, loss, or damage by fire, water, storm, theft, vandalism or burglary. This especially applies to accessories of items. Ownership, however, passes to the buyer only upon payment in full – if by cheque, after the bank has confirmed credit for the cheque.
10. Items purchased at auctions will be handed over only upon payment in full; the prices for all items are ex foundation or location, and neither assembled nor loaded. The buyer is liable for all resulting costs should the item(s) not be picked up at the designated time.
11. No liability is assumed for accidents during viewing, auctioning or pickup. It is strictly prohibited to start-up equipment. Parents are responsible for their children.
12. All visitors to the auction are liable for damages caused, of whatever kind.
13. The buyer is liable for accidents, damage to buildings, third-party objects, etc.
14. The Auctioneer is entitled to collect and sue for purchase money and collateral charges in its own name.
15. A bidder who buys on behalf of another party at an auction is liable in his/her own name in addition to the other party.
16. The same terms apply to any private sale following the auction.
17. Invoices made during or immediately after the auction require re-verification to prevent later alterations. Later complaints by the buyer are inadmissible.
18. Bidders and buyers address data are stored so that we can supply them with notifications of our future auctions or purchase offers.
19. Photo identification is necessary for a bidder card to be issued.
20. Voitsberg is the place of performance and legal venue.