

# CONDITIONS OF PURCHASE – LIVE AUCTIONS

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These conditions of purchase represent Bruun Rasmussen Kunstauktioner A/S' ("BRK") conditions of purchase for live auctions and are effective from 1 January 2017. BRK may modify the conditions of purchase at any time.

By bidding, the bidder/buyer accepts the current conditions of purchase as they appear on [bruun-rasmussen.dk](http://bruun-rasmussen.dk). The conditions of purchase are applicable to both business owners and consumers.

## BEFORE THE AUCTION

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### 1 VALUATION OF ITEMS

- 1.1 All the offered items are valued by BRK. The valuation is an estimate based on the expected hammer price, see paragraph 5.3. The estimate is based on the previous sale of similar items as well as BRK's past experience. The hammer price can therefore be higher or lower than the estimated price.

### 2 DESCRIPTION OF ITEMS

- 2.1 Items up for auction are presented with photographs and descriptions in catalogues and on [bruun-rasmussen.dk](http://bruun-rasmussen.dk). The description is worded according to the best of BRK's knowledge and based on detailed research in accordance with the prevailing views among experts at the time of sale.
- 2.2 The items up for auction are of an age and nature that often mean that they are in a worn, repaired or damaged condition. As a starting point everything is sold as used items. For this reason, the descriptions in the catalogue or at [bruun-rasmussen.dk](http://bruun-rasmussen.dk) do not include a statement regarding the above or the condition of the item.
- 2.3 In some cases, BRK may choose to describe an item's provenance. Such a description is made if a former owner is publicly known and/or if the story of previous ownership sheds further light on the item and its background. In other cases, such information is left out of the description, for instance to meet the seller's wish for privacy.
- 2.4 It is possible that the estimate and description are revised prior to the auction. Changes are published on BRK's website.

### 3 PREVIEW

- 3.1 Items up for auction are presented prior to the auction in one of BRK's showrooms. Potential bidders are encouraged to inspect the items closely and are responsible for determining the condition of the items at these previews, where they also have the opportunity to consult with the valuation experts.
- 3.2 If a potential buyer does not have the opportunity to inspect the item personally, a condition report can be drafted in most cases. The description in this report has been made according to BRK's honest conviction but is not based on scientific studies. A condition report only serves as an identification and is meant as an aid to bidders who do not have the opportunity to inspect the item at the preview.

## DURING THE AUCTION

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### 4 THE ROLE OF BRK

- 4.1 The sale of an item is facilitated by BRK on behalf of the seller, and BRK always sells items up for auction at the highest price offered during the bidding round.

- 4.2 Items up for auction can have a reserve price that has been agreed upon with the seller. The price is confidential and the item cannot be sold below this price.
- 4.3 The live auctions are presided over by one of the Danish Ministry of Justice's appointed auctioneers, ensuring that the auctions proceed correctly and lawfully.

### 5 BIDDING

- 5.1 The currency used while the auctions take place is Danish kroner. The approximate amount in euro/US dollars is shown on screens in the saleroom and also on request.
- 5.2 The auctioneer determines the size of the bid increment and the pace of the auction. Bid increments usually rise by 5% - 10% compared to the previous bid. Approximately 50-100 auction lots are sold per hour.
- 5.3 The hammer price refers both to the gavel used by the auctioneer that signifies the end of a bidding round on an item and to the price (bidding amount) that the item up for auction is sold for. See paragraph 7 regarding amounts added to the hammer price.
- 5.4 The buyer is the bidder that submits the highest bid, thereby obtaining the hammer price. At the moment the hammer price is determined, a binding purchase/sale agreement is entered into based on these conditions of purchase.
- 5.5 If bids are made on behalf of others, the bidder serves as surety for the transaction.
- 5.6 Items are purchased in their present state and condition, and regardless of the type of bidding the buyer has no right to cancel his purchase, neither under the Danish Consumer Contracts Act.
- 5.7 Bidders are required, in accordance with BRK's instructions, to identify themselves and document their ability to pay, for instance by registration of a valid debit/credit card, bank guarantee or a deposit.
- 5.8 BRK may refuse to accept a bid if a sufficient guarantee of the bidder's ability to pay is not provided, or if the bidder has previously defaulted on payment obligations on purchases from BRK.
- 5.9 The overseeing auctioneer will, in consultation with the auctioneer at the podium, decide what to do in matters of dispute concerning a bidding round.

### 6 TYPES OF BIDDING

- 6.1 Bidding options:

#### IN PERSON:

Registration and obtaining the bidding paddle take place at the entrance to the saleroom. When the bidder wishes to bid, it is signalled to the auctioneer on the podium by raising the bidding paddle in the air and clearly displaying its number.

#### COMMISSION BIDS:

The intended maximum bid can be submitted via [bruun-rasmussen.dk](http://bruun-rasmussen.dk) until the start of the auction or by e-mail, fax or phone, so that the bid is received no later than 24 hours prior to the start of the auction. A commission agent bids on behalf of the bidder within the limits of the stated maximum bid. The commission agent will always bid the lowest possible amount to achieve the hammer price.

#### TELEPHONE BID:

With certain items it is possible to have a BRK employee call the bidder over the phone. The employee will then bid on behalf of the bidder during the auction. The service can be booked via [bruun-rasmussen.dk](http://bruun-rasmussen.dk) up until three hours before the auction is set to begin.

### LIVE BIDDING:

It is possible to follow the auction live and bid on the auction lots via [bruun-rasmussen.dk](http://bruun-rasmussen.dk).

### PRE-AUCTION:

Some live auctions are preceded by an online auction. The highest bids from the online auction then represent the starting bids at the following live auction.

## AFTER THE AUCTION

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### 7 AMOUNTS ADDED TO THE HAMMER PRICE

- 7.1 In addition to the hammer price, see paragraph 5.3, the buyer pays a buyer's premium for the individual items as well as the other amounts described below if the conditions for these are applicable. The total amount that the buyer pays to BRK is called the "purchase price".
- 7.1.1 Buyer's Premium: The hammer price always includes an additional fee to BRK. At the live auctions, the fee is 25,6% of the hammer price + VAT of the fee, 32% in total. For stamps and coins, the fee is 20% of the hammer price + VAT of the fee, a total of 25%.
- 7.1.2 "LIVE Bidding": BRK's "LIVE Bidding" software is free to use for bidders on [bruun-rasmussen.dk](http://bruun-rasmussen.dk).
- 7.1.3 Full VAT: Certain items are sold at auction in accordance with the current rules regarding full VAT. In such a situation, a VAT of 25% is imposed on both the hammer price and the buyer's premium. These items are marked in the catalogue and on [bruun-rasmussen.dk](http://bruun-rasmussen.dk) with the symbol "\*\*\*", or with the text: "This item is subject to full VAT".
- 7.1.4 Artist's Resale Right: In accordance with Danish copyright law, a royalty fee covering the Artist's Resale Right has to be charged for works by newer Danish artists, and some foreign artists, who are either alive or have not been dead for more than 70 years. The royalty fee covering the Artist's Resale Right is charged on behalf of VISDA (Visual Rights Denmark). These works are marked "ARR" in the printed catalogue, and on [bruun-rasmussen.dk](http://bruun-rasmussen.dk) the description of the works includes the text: "This lot is subject to the Artist's Resale Right". The royalty fee covering the Artist's Resale Right is added to the hammer price + the buyer's premium (excluding VAT) if the amount exceeds EUR 300, as indicated below:

Hammer price + buyer's premium (ex. VAT)	Payment Rate
300,01 - 50,000 euro	5%
50,000,01 - 200,000 euro	3%
200,000,01 - 350,000 euro	1%
350,000,01 - 500,000 euro	0.5%
over 500,000 euro	0.25%

The royalty fee covering the Artist's Resale Right cannot exceed EUR 12,500 (excluding VAT) for each item. The fee must be paid in Danish kroner, and the conversion rate (EUR/DKK) is set by VISDA.

- 7.1.5 Debit/Credit Card Fee: Amounts Added to the Hammer Price: BRK reserves the right to charge the debit/credit card fees imposed by the payment services companies. The rates will appear when bidding on [bruun-rasmussen.dk](http://bruun-rasmussen.dk) and at payment.

### 8 PAYMENT DEADLINE

- 8.1 The purchase price falls due after the hammer price has been determined, and then the buyer has eight days to pay BRK the purchase price.

### 9 PAYMENT METHODS

- 9.1 The payment can be made in the following ways:
- A: With debit/credit card (Visa, MasterCard, Maestro, Diners Club, China UnionPay and JCB) or cash (up to DKK 19.999) in the saleroom or subsequently at one of

BRK's locations. Please note that we do not accept EUR 500 banknotes.

- B: With debit/credit card (Dankort, Visa, MasterCard, Diners Club and JCB) via BRK's website on the buyer's personal page.
- C: By bank transfer into BRK's account with Danske Bank: 4183 4310970638 · Swift/BIC: DABADKKK · IBAN: DK4130004310970638.

### 10 VAT EXEMPTION, PAYMENT & DEPOSIT

- 10.1 Some buyers can choose which type of VAT should apply to the transaction. The choice has to be communicated to BRK no later than two working days after the purchase and cannot be changed subsequently.
- A: Businesses in Denmark registered for VAT can decide that the transaction is to be conducted in accordance with the rules for full VAT, see paragraph 7.1.3.
- B: Businesses registered for VAT in another EU Member State can be exempted from paying Danish VAT if it can be proved that the item has been transported to the foreign address that the buyer has registered with BRK and which is written on the invoice. In such cases, the VAT should be settled according to the rules applicable in the country where the buyer is registered for VAT. It is advisable to consult with the local authorities. The buyer can decide not to be exempt from regular VAT and instead pay Danish VAT on second-hand goods/full VAT.
- C: Buyers residing outside the EU can be exempted from Danish VAT if it can be proved that the item has been transported out of the EU. To the extent possible and for a fee, BRK can issue the necessary export documents for the customs authorities. The buyer may decide not to be exempt from regular VAT and instead pay Danish VAT on second-hand goods/full VAT.
- 10.2 Companies registered for VAT in another EU Member State and buyers residing outside the EU must deposit the Danish VAT on the amount invoiced with BRK until the export process has been completed in a documented, lawful fashion. If the export is undertaken by one of BRK's authorized forwarding agents, the VAT does not have to be deposited. See the list of authorized forwarding agents on [bruun-rasmussen.dk](http://bruun-rasmussen.dk).

### 11 OVERDUE PAYMENTS

- 11.1 If payment is made after a deadline, including the deadline specified in paragraph 8, interest on overdue payments will be charged and estimated in accordance with the Danish Central Bank's official lending rate + 8% per year on the amount due.
- 11.2 If the purchase price, including interest, has still not been paid ten days after the demand for payment has been made, BRK is entitled to seek the purchase price paid by making a set-off against the deposit/by drawing on the bank guarantee or to cancel the purchase.
- 11.3 If the purchase is cancelled, BRK is entitled to sell the item at a new auction and demand the costs and any difference between the new and the earlier hammer price (including the buyer's premium) covered by the defaulting buyer.
- 11.4 In addition to debt collection, BRK may seek recovery of all due claims (including costs) not paid in a timely manner in the following ways:
- A: Making the buyer cover the costs of selling items consigned to auction by or on behalf of the buyer. The sale can be conducted without regard to an agreed reserve price. Items consigned for auction cannot be collected as long as overdue debts are unpaid.
- B: Seizing the buyer's remaining balance with BRK, including the balance from the sale of items consigned by or on behalf of the buyer, regardless of whether such receivables derive from auction sales prior to or after the date of the buyer's default on the payment.

## 12 PICK-UP & COLLECTION

- 12.1 The title to a purchased item passes to the buyer when the full purchase price, including any interest and fees, has been paid, and only then can the collection of an item take place.
- 12.2 In connection with the collection of a purchased item, BRK reserves the right to demand satisfactory documentation that the person who wants to pick up the item is either the buyer himself/herself or authorized by the buyer to receive the item on his/her behalf.
- 12.3 The collection of certain weapons requires presentation of a valid weapons certificate. Items with such requirements are listed with the text: "The purchase of this item requires the presentation of a valid weapons certificate" in the catalogue and on [bruun-rasmussen.dk](http://bruun-rasmussen.dk).
- 12.4 Purchased items are stored after the auction at the buyer's expense and risk. Pick-up must take place no later than eight working days after the last auction day.
- 12.5 If the item(s) is/are not picked up on time, the purchased items will be transported to a warehouse at the buyer's risk and expense. The transport costs are DKK 150 including VAT per item and the storage costs are DKK 150 including VAT per item for each week or part of a week. If an item is left unclaimed for an amount of time that results in the storage costs exceeding the value of the item, BRK will be entitled to, at the buyer's expense and risk and without regard to the reserve price, sell the item at an auction or privately. The buyer is still liable for the costs of transportation and storage not covered by such sale.
- 12.6 In accordance with current anti-money laundering laws, the buyer must in certain cases submit personal information and present a photo ID to BRK before the buyer can have the purchased item placed in his possession.

## 13 SHIPPING

- 13.1 If the buyer is unable to pick up the purchased item, BRK offers to pack and arrange delivery either by mail or by freight forwarder at the buyer's risk and expense. See paragraph 12.2 regarding identification.

## 14 EXPORT LICENSE

- 14.1 To ensure that Danish cultural heritage of vital importance remains in Denmark, the Danish Cultural Assets Commission can place an export ban on certain items. If the buyer wishes to export an item that is subject to an export ban in Denmark, the purchase will be cancelled and the Danish Cultural Assets Commission is obliged to acquire ownership of the item for the price obtained at auction. The buyer cannot raise any claims against BRK as a result of an export ban.
- 14.2 Certain items are included in the Washington Convention, also known as CITES. The purpose of CITES is to stop the trade of items made with endangered species and flora. If the item is included in the Washington Convention, CITES, Appendix 1, this will appear in the description of the item on [bruun-rasmussen.dk](http://bruun-rasmussen.dk) and be marked with the symbol "©" in the catalogue. The following rules are applicable:
  - A: Items that are included in the Washington Convention, CITES, Appendix 1, can only be traded when a dispensation in the form of a CITES certificate has been obtained. BRK obtains the required certificate from the Danish Nature Agency that allows trade and export to countries within the EU. Items that were produced before 1947 can, however, be freely traded within the EU without a certificate.
  - B: It is only items included in the Washington Convention, CITES, Appendix 1 that are marked individually on [bruun-rasmussen.dk](http://bruun-rasmussen.dk) and in our catalogue. Items included in the Washington Convention, CITES, Appendix 2, which can be freely sold and transported within the EU, are not individually marked.
  - C: Export to countries outside the EU must, regardless of the year of the item's production, always procure a CITES re-export permit from the Danish Nature Agency if the item is included in the Washington Convention, Appendix 1 and 2. This export permit can usually be

obtained without problems, if the item is either sold with a CITES certificate or was made prior to 1947. Appendix 2 items usually also receive a re-export permit without problems. Any fees charged by the Danish authorities in connection with the issuance of a re-export permit will be added to the buyer's invoice.

- D: In connection with export to other countries outside the EU, special rules may apply concerning the subsequent import, and the buyer is encouraged to consult the relevant local authorities about this issue.

## 15 DEFECTS IN THE PURCHASED ITEMS

- 15.1 The lack of conformity rules of the Danish Sale of Goods Act may apply. Below is a non-exhaustive excerpt of the buyer's remedies in regard to lack of conformity.
- 15.2 The buyer is entitled to cancel a purchase if the description contained significant errors that have led to a higher hammer price than a correct description would have resulted in. In such cases, the total purchase price will be refunded. The buyer cannot demand payment of interest on the purchase price or demand payment of any other expenses or losses.
- 15.3 A purchase cannot be cancelled and the buyer cannot demand a refund of the purchase price or raise any other claims against BRK if the description of the item is in compliance with paragraph 15.2. The same applies if evidence of forgery has required the use of scientific methods that were either not available at the time of sale, were excessively costly to use or led to the damage of the item in question.
- 15.4 Claims for a cancellation of a purchase must be notified to BRK when the buyer has discovered the fact that entitles the buyer to cancel the purchase. This notice, however, has to be given no later than two years after the final pick-up date according to paragraph 12.4. The item purchased must be returned to BRK in the same condition as it was on the day it was sold at auction. If these conditions are not met, the buyer loses the right to cancel the purchase and cannot claim a refund of the purchase price. The buyer is responsible for paying the costs associated with the return of the item.

## 16 OBJECTIONS & LIMITATIONS OF LIABILITY

- 16.1 BRK is aware that errors, technical difficulties and external abuse or disruptive influences may occur during the auction. Bidders cannot raise any claims against BRK as a result of such events.
- 16.2 The buyer is always responsible for the correct payment of VAT and other costs, fees etc. in accordance with Danish and foreign regulations.
- 16.3 Unless otherwise stated in these conditions of purchase, BRK may never be held liable for bidders'/buyers' operating loss, loss of profits, other indirect losses or consequential loss.

## 17 PRIVACY POLICY

- 17.1 It is important to BRK to ensure confidentiality and security regarding the bidder's/buyer's personal information. The privacy policy can be found on [bruun-rasmussen.dk](http://bruun-rasmussen.dk).

## 18 COMPLAINTS, DISPUTE RESOLUTION AND APPLICABLE LAW

- 18.1 BRK can always be contacted if the bidder/buyer has a complaint.
- 18.2 If the dispute cannot be resolved, the consumer can submit a complaint to the Complaint Resolution Centre, Nævnenes Hus, Toldboden 2, 8800 Viborg, Denmark, email: [naevneshus.dk](mailto:naevneshus.dk). Consumers residing in another EU country than Denmark can submit their complaint to the European Commission's Online Dispute Resolution platform via the website: <http://ec.europa.eu/odr>.
- 18.3 In Denmark, disputes must be brought before the City Court of Copenhagen, but see paragraphs 18.2. The mandatory rules on jurisdiction apply to consumer interests.

*Jesper Bruun Rasmussen, Auctioneer*

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