

## Terms of Mail Auction

1. The mail auction takes place in the name of and on the account of the MERCURIUS AG.
2. The estimated prices in the catalogue are quoted in EUR.
3. Please submit written auction orders by using the personal application form enclosed. Orders made by phone or email require a postal confirmation.
4. The non-public, written mail auction takes place in EUR against immediate payment in EUR after receipt of invoice. Other currencies will be accepted at the current rate or according to a credit of a major Swiss bank. The date of receipt of payment or credit will be the valid date.
5. The MERCURIUS AG reserves its right to exclude certain persons from the auction without giving reasons.
6. The customer may make alternative bids and limit the order sum.
  - a. For limitations of the total amount and/or making of "or"-bids, the MERCURIUS AG expressly reserves its right to allocate the awarded lots as well as to deliver alternative lots in case of equivalence.
  - b. For bids like "buy" the customer instructs the MERCURIUS AG to bid in his name up to the treble, for highest bid orders (e.g. "buy in any case", "highest") up to the ten-fold of the estimate.
7. If lots are consigned by mistake (for example: without being respectively awarded), the recipient is obliged to return the lots upon request. In addition, he has to inform about the purchaser and the gained profit in the event of any unauthorised further disposal.
8. Scale of increase:

up to EUR	50.00:	EUR	2.00	up to EUR	5'000.00:	EUR	100.00
up to EUR	250.00:	EUR	5.00	up to EUR	10'000.00:	EUR	250.00
up to EUR	500.00:	EUR	10.00	above EUR	10'000.00:		5-10% more
up to EUR	2'500.00:	EUR	50.00				
9. Intermediate bids are rounded up automatically to the next higher level of increase. In case of equivalent bids the lot will be drawn.
10. Lots for which a bid is made below the estimated price will be knocked down at the bid price, provided the vendor has given his agreement for it.
11. The lot is knocked-down to the highest bidder - he commits the acceptance of the lot. A person bidding on behalf of a third party, is liable as joint and several debtor apart from the third party.
12. The hammer price is charged with a premium of a 15% commission as well as a lot fee of EUR 1.50 per lot plus postage, insurance and forwarding charge.
13. Customers from Switzerland:
  - \* For the total amount of invoice (hammer price, commission, lot fee, postage, insurance etc.) for Swiss customers or goods remaining in Switzerland, the legal value added tax of currently 7.6% is levied.
14. Customers from non-EU states:
  - \* All goods exported to non-EU states are exempted from Swiss tax and are exported and shipped from Switzerland.
15. Delivery to purchasers/customers of European Union member countries:

If no other agreement was made, lots bought at the auction may be collected, after full payment of the invoice, by the purchaser in Germany. Otherwise, upon the purchasers' orders and instructions, lots may be dispatched from Germany.

German Value-Added-Tax (currently 7% of the total invoice amount) shall be added to the total invoice amount (hammer price, premium, lot fee, postage, insurance etc.). The German VAT shall be charged to the purchaser.

Customs clearance and the import of goods into the European Union are undertaken by and on behalf of Mercurius AG for customers from European Union member states. (Commercial buyers from the European Union - apart from Germany - who have identified themselves as business traders, must tax the intra-community purchases in the relevant EU country. A EURO ID number is necessary for deliveries from Germany without charging German VAT. Customs clearance and the import of goods into the European Union are undertaken by and on behalf of Mercurius AG.)
16. The lots bought at an auction are available for collection by the customer in our offices after payment of invoice. Postage and insurance costs have to be paid by the customer.
17. Customers who collect their lots personally:
  - \* For lots bought at an auction that are exported personally by the customer the Swiss value added tax will be reimbursed upon original export evidence.
18. The award of a lot means acceptance by the buyer.
19. The lots to be bought at an auction are described precisely and diligently. The descriptions, however, does not present an assured quality. Valuable stamps generally have signatures or certificates of experts.
20. In case of expertised stamps, the buyer acknowledges the certificates (attestations) and signatures mentioned in the lot descriptions as binding, particularly regarding the lots' authenticity and quality; the buyer further acknowledges the completeness of the certificates' content. We deliver photocopies or scans of the stamps and certificates upon request.
21. Collections and duplicate lots can not be reclaimed.
22. In case of complaints the lots must be returned in unchanged condition within five days.
23. Lots with described defects can not be objected to. Lots without quality descriptions or with the description display item, good, fine, finest or similar may be reclaimed only referring to their authenticity. Any complaint is excluded if lots or stamps have been changed.
24. If the buyer defaults on payment (5 value days after receipt of invoice) any reclamation right becomes extinct. In case of legitimate complaints the lot will be taken back and the purchase price refunded.
25. The release of the lots does not take place before full payment of the purchase price.
26. If payment has not been made within 20 days after receipt of invoice a collection order is handed over to a collection agency. All collecting charges as well as the interest on arrears accrued (1.0 % per each month started) are to be borne by the debtor. If the customer does not meet his payment obligation or does not accept the lots bought at an auction, the auctioneer is entitled after reminder, and fixing of a time-limit, with warning, to claim for damages from the buyer because of non-payment.
27. In addition, the MERCURIUS AG has the right to claim for liquidated damages from the buyer in the amount of 25% of the adjudication price (substitute for missed seller and buyer commissions as well as expense incurred) provided that the buyer does not prove that the damage has not been caused at all or not in the amount of the lump sum. This shall not affect the assertion of a higher, proved damage by the MERCURIUS AG.
28. Until full payment of the invoice or, in case of payment by cheque until being unconditionally credited, we will hold the title to all lots. They should not be sold, assigned or pledged before. Credit sales are subject to a written agreement made prior to the auction.
29. Any offset plea is excluded. The auction is exclusively subject to Swiss Law. Place of jurisdiction for all occurring differences is Allschwil/Basel-Land/Swiss.
30. Claims for damages against the MERCURIUS AG, whether caused by delay, impossibility of performance, breach of contract other than delay or impossibility, fault in case of violation of agreement or illegal action are excluded, provided that the damage has not been caused willfully and knowingly or by gross negligence.
31. Making a bid the customer acknowledges the acceptance of the terms and conditions mentioned above.
32. These terms and conditions also apply accordingly to all transactions beyond auctions made with auction material as well as to direct sales of goods that are not bought at an auction.
33. For the interpretation of these terms of public auction the original German text is applicable.
34. Should any individual provision be or become void or ineffective the validity of the remaining provisions hereof shall in no way be affected. The parties shall replace the void and ineffective provisions by relative provisions, coming as close as possible to the sense and purpose of the void and ineffective provision. The same applies to any omissions in this agreement.