

Briefmarken Stilus e.U. auction conditions - online auction

With the submission of a bid, the auction conditions are recognized in full and as exclusively binding!

1. Scope and recognition

These auction terms and conditions (= "General Terms and Conditions for Online Auctions", hereinafter only **GTC**) apply to all business relationships between Briefmarken Stilus eU (hereinafter also auctioneer), Neustiftgasse 23/9, 1070 Vienna, Austria (auction location) and the participants in one of the auctions exclusively Online auction carried out via the Internet auction platform Philasearch www.philasearch.com. The auctioning of movable objects from the field of philately in the broadest sense is public and voluntary. It takes place within the framework of the applicable legal provisions in your own name and on account as a time-limited event in euros.

These terms and conditions can be viewed, printed out and also saved on **your** own computer at any time on the auctioneer's website www.stilus.at or the auction website used at www.philasearch.com. They are to be recognized as exclusively binding in the course of registration or when placing an order for written bids as a participant in the auctioneer's auction. If this has not been done for any (technical) reasons, these terms and conditions are in any case fully recognized as exclusively binding by the factual submission of a bid in its currently valid version - regardless of the way it came about. These terms and conditions also apply if the auction website is used by other websites that provide access to the auction website in full or in part. Any terms and conditions that conflict with, supplement or otherwise deviate from these terms and conditions of participants in an auction held by the auctioneer are expressly contradicted. They are also not effective if they are not contradicted again after receipt by the auctioneer or if the auctioneer should take action to fulfill the contract, unless the auctioneer expressly agrees to their (partial) validity or additional addresses or amendments to these terms and conditions in writing to.

2. Participation in an auction of the auctioneer requires a one-time registration of a legally

competent natural person **with Philasearch** with truthful and complete data under a user name and password chosen independently and which must be kept secret. The auctioneer is not liable for damages resulting from the improper use of user names and passwords. The participant is obliged to keep his registration data up to date. The participant must bear any damage resulting from incorrect or out-of-date data. The auctioneer undertakes to treat the data with absolute confidentiality. Passing on customer data is only permitted if there is a legal obligation to provide information or for reasons of contract fulfillment.

3. The lots to be auctioned

are located at the auctioneer's site and will be presented in an online auction catalog at www.philasearch.com with a minimum request as an invitation to submit an offer before the auction. All lots are provided with images and descriptions, some of which have been scaled to change.

4. The submission of bids is only possible in the following two ways

a) by submitting bids on the auction platform www.philasearch.com as a registered user of the same in the form of pre-bids and / or during the auction by means of online live bids.

b) by handing over bids no later than one day before the auction to the commission agent, Mr Johann FÜRNRATT, email: hfh-phil@hotmail.com, who will be the representative of the bidding at the auction.

c) It is possible to submit a bid via the auctioneer (by e-mail or by post). Bids submitted to the auctioneer are processed (entered into the system) by the auctioneer.

Increase levels:

1 – 20 €	= 1 €
20 – 50 €	= 2 €
50 – 100 €	= 5 €
100 – 200 €	= 10 €
200 – 500 €	= 20 €
500 – 1000 €	= 50 €
1000 – 2000 €	= 100 €

etc.

Sub-bids and collective bids are not possible.

In the case of equally high bids, the chronological order in which the bids are received is decisive. A maximum bid that has been transmitted will only be used to the extent that it is necessary to outbid an existing bid or a competitive bid that is received later by one step.

5. For online bids

the auctioneer assumes no liability for the establishment of the internet connection, in particular not for computer, internet access, connection, transmission, transmission or other failure problems of any systems outside the auctioneer's sphere of influence. It is up to each participant to compensate for their equipment and / or connection to the Internet that may not be sufficiently fast under certain circumstances and / or at certain times by submitting their online (live) bid in order to ensure that they arrive on time. In other words, it is up to the bidder to make sure that his live bids are received on time, as otherwise there is a possibility that they can no longer be considered. Errors in the submission of bids are borne by the bidder.

During the auction, the auctioneer does not have any information about the current bid situation. It is therefore not possible for him to answer inquiries about the existence of bids or their amount, nor is it possible for him to intervene in a targeted manner in a bid event. This ensures that the auction runs correctly at all times.

The auctioneer makes extensive efforts to ensure 100% availability and functionality of the website www.stilus.at, but cannot guarantee this. This also enables the auction lots to be viewed. Claims against the auctioneer for hardware or software malfunctions on the auctioneer's platform are limited to cases of gross negligence or willful misconduct.

6. The auctioneer is entitled,

to combine, separate, regroup, withdraw, list out of order lots from the auction. He can reject bids on a lot - even without giving reasons - as well as refuse or cancel the bid on a lot or make it dependent on the fulfillment of conditions. The auctioneer is entitled to request verifiable references or security (deposit, bank guarantee, etc.) from unknown persons, to block IP addresses for his auction, to exclude persons completely from the auction and to remove any bids they may have already submitted from the current auction. After an exclusion, a renewed participation in an auction of the auctioneer, both directly and indirectly via third parties, is only permitted with the express permission of the auctioneer. Otherwise the excluded person will have to pay for all costs and damage as a result of their activities at an auction of the auctioneer as well as for all costs of the auctioneer's defensive measures that have become necessary as a result. A bidder remains bound by his submitted bid if a subsequent overbid is invalid or is rejected by the auctioneer. If anything is unclear, the

auctioneer is entitled to call the lot again in a subsequent auction after the knockdown has been canceled. If a subsequent overbid is invalid or is rejected by the auctioneer.

7. The surcharge

If only one bid is placed on a lot, the bid is accepted at the starting price. All knock-downs at the Internet auction take place in the presence and with the consent of an auctioneer of the auctioneer who personally accompanies the Internet auction on site. The knockdown is the auctioneer's declaration of intent, with which he accepts the highest bid from a bidder.

8. The acceptance of the bid

as a declaration of intent by the auctioneer creates a sales contract between the bidder and the auctioneer, which obliges the buyer to accept all the lots he has won and to pay the total invoice amount in full and on time. Anyone who buys for third parties is also liable for the full and timely payment of the total amount. With the acceptance of the bid, the **risk** of loss or damage to lots for which the auctioneer is not responsible is transferred to the buyer (highest

bidder), **ownership** however, only after the auctioneer has received full payment of the total invoice amount including any ancillary claims for all lots bought by the buyer. Before the auctioneer receives the payment of the total invoice amount, the buyer has no rights of disposal (e.g. transfer or resale) over the lots in his possession.

9. A surcharge of 22% will be added to the hammer price.

All lots are subject to differential taxation. There are therefore no additional taxes on the hammer price. The total amount includes VAT, which is not shown separately on the invoice.

Example calculation:

Artikelbeschreibung	Zuschlag + Aufgeld
1850, no. 1 H la, 1 Kr., Brown-orange, stamped, Certificate, ANK 2019 = 940 €	70 € + 15,2 €
1945, No. 745 xb, 10 gr., Thin paper 0.075 mm,**, findings, ANK 2019 = 100 €	10 € + 2,2 €
2019, No. 3491, "Crypto stamp", black, 5-digit code; cbCYk, mint never hinged	20 € + 4,4 €
Total hammer price + 22% buyer's premium	100 € + 22 €
+ Shipping and packaging costs	9,00 €
Amount to be paid (invoice amount)	131,00 €

10. Cancellation instruction on the right of cancellation

You have the right to cancel your contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day on which you or a third party named by you who is not the carrier has taken possession of the goods.

To exercise your right of withdrawal, you must contact:

Briefmarken Stilus e.U., Neustiftgasse 23/9 in A-1070 Vienna, email: briefmarken@stilus.at

by means of a clear declaration of your decision to withdraw from this contract - e.g. by means of a letter sent by post or e-mail. In order to meet the cancellation deadline, it is sufficient for you to send your notification that you are exercising your right of cancellation before the cancellation period has expired.

Consequences of withdrawal

If you cancel this contract, you will be reimbursed for all payments received, including delivery costs, immediately and at the latest within fourteen days from the date on which the notification of your cancellation of this contract was received by Briefmarken Stilus e.U. The same means of payment that you used for the original transaction will be used for this repayment, unless something else has been expressly agreed with you.

The repayment is withheld until the goods are safely back at the auctioneer.

You must return or hand over the goods immediately and in any case no later than fourteen days from the date on which you informed Briefmarken Stilus e.U. of the cancellation of this contract. The deadline is met if you send the goods before the period of fourteen days has expired. You bear the direct costs of returning the goods.

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary to check the nature, properties and functionality of the goods.

Exclusion or premature expiry of the right of withdrawal

The right of withdrawal does not apply to contracts

- for the delivery of goods that are not prefabricated and for the production of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer;

The right of withdrawal expires prematurely in the case of contracts

- for the delivery of goods if they were inseparably mixed with other goods after delivery due to their nature.

11. „Alternative dispute resolution“

(obligation to provide information in accordance with § 19 AStG and in accordance with § 4 Paragraph 1 Z 19 FAGG)

National alternative dispute settlement bodies (AS bodies) according to AStG: Found in the event of a dispute

- between us and a consumer residing in Austria or in another EEA country
- no agreement on obligations from an online contract for goods or services concluded via the Internet,
- we will inform the consumer in writing on a permanent data carrier (e.g. by e-mail) within a reasonable period of time to the **bodies responsible for us for alternative dispute resolution (AS bodies)**
- Internet Ombudsman, Margaretenstr. 70/2/10, 1050 Vienna, <http://www.ombudsmann.at> or
- Arbitration board for consumer transactions, Mariahilferstr. 103/1/18, 1060 Vienna, <http://www.verbraucherschlichtung.at>

(on whose websites you will also find general information about these bodies and the dispute settlement procedure) and at the same time announce whether we will participate in dispute settlement procedures of these AS bodies.

12. „Online Dispute Resolution“, Information for online dispute resolution:

The European Commission has been making 15/02/2016 an Internet platform for online settlement of consumer disputes (called "OS Platform") provides that out of court as a focal point or alternative settlement of disputes regarding contractual obligations arising from online contracts for goods or services.

The OS platform of the EU Commission can be reached under the link:
<http://ec.europa.eu/consumers/odr>

13. The payment of the auction invoice has

to be such that the payment 14 days after receipt by the auctioneer at the latest there of is received. Any method of payment that deviates from this requires the prior consent of the auctioneer. Money transfer costs and exchange rate fluctuations are the responsibility of the buyer. The amount to be credited in euros on the day of receipt is decisive. If, unless otherwise agreed, payment is not made immediately or not later than 14 days after receipt of the invoice, or if acceptance of the lots is refused, the auctioneer is optionally entitled to charge a default surcharge of 4% and default interest of 1% per month or part thereof OR to declare the buyer forfeit his rights from the knockdown and to sell such lots without further notice or to auction them again. (In this case, the defaulting buyer is liable for the special costs and fees of the renewed auction and any shortfall in proceeds achieved, without being entitled to any additional proceeds.). Partial payments by a buyer for several auctioned lots may, at the auctioneer's option, be offset against any claim against the buyer for whatever legal reason. In the event of default in payment of agreed partial payments or payment terms, the auctioneer can make the total amount due immediately and charge the above-mentioned interest.

The auctioneer can charge the debtor at least the canceled auction commission as compensation for non-performance in the event that the lots won are not accepted, but no later than three months after the original auction date. The debtor reserves the right to prove that the auctioneer did not suffer any damage or that the damage was lower.

14. For cash payments of 10,000 euros or more,

identification is required by presenting an official photo ID, a copy of which remains with the auctioneer. In the case of a power of representation, the same identity and also the identity of the person represented must be proven. If the customer is a minor or a legal person, in addition to their own identity, the authority to represent and the identity of the person represented must be proven. The identity of the trustor must also be disclosed in the fiduciary relationship.

15.

The buyer can only offset counterclaims against the auctioneer and / or consignor that are related to his liability and that have been judicially determined or expressly recognized by the auctioneer or consignor. Rights of retention of the buyer due to claims from other transactions with the auctioneer or the consignor are excluded - as far as legally permissible.

16.

With an invoice issued by the auctioneer in the name of a third person at the buyer's request, the auctioneer only recognizes a further performance obligation of the third person. Any obligation and liability of the buyer remains unaffected.

17. The costs for insured shipping

will be invoiced openly. These are based on the actual shipping costs including packaging costs.

The shipment takes place shortly after receipt of payment by the post office or, if necessary, a private delivery company at the discretion of the auctioneer to the address given to the auctioneer by the buyer. Any other form of dispatch requires the consent of the auctioneer. In the event of loss or damage

by the post office or another delivery company, the full invoice amount will be reimbursed to the buyer. In such a case, this can take up to 3 months, as an investigation of the shipment by

the post office or private delivery company takes a longer time. In order to claim insurance cover, the buyer must precisely record receipt of damaged and / or opened consignments and report this incident to the auctioneer immediately.

18. Lot descriptions

are made by experts in accordance with their subjective convictions with the greatest care and to the best of their knowledge and belief. Unless the lot descriptions indicate otherwise, they are only used for information, explanation, classification and delimitation, give names such as "splendor", "cabinet", "luxury" etc. or information on catalog, postage and face values or information such as "mint never hinged", "total" or "complete" only reflect subjective attitudes or subjective impressions of random samples, therefore do not represent (quality) guarantees in the sense of the sales law or assurances in the legal sense of certain properties or certain values.

By submitting a bid on stamps that have already been tested, these tests are recognized as binding with regard to authenticity, quality description, completeness of content and other information contained therein, unless the bid is subject to the test submitted by an auditor who has been announced and accepted by the auctioneer. If, after the purchase, new knowledge and / or technology has led to a change of opinion among recognized experts, it is at the auctioneer's sole discretion to accept the complaint or to reject it entirely. The lots are sold in the condition in which they are at auction. In the case of collections, collective lots with two or more pieces not described individually, complaints about authenticity and quality are excluded. Properties that are described or recognizable from the illustration, such as margins, centering, perforation or stamps, cannot be complained about. Lots with restrictions already described cannot be complained about because of other minor restrictions. Pieces, the value of which is shown on the stamp cannot be claimed because of other restrictions. Errors in the submission of bids are borne by the bidder. Determined values, especially in the case of collections, as non-binding "approximate" information cannot be a reason for complaint. **All other complaints must be made immediately. The buyers have to send them to the auctioneer within 14 days of receipt or even attempted delivery.** If the purchased lots are not picked up or accepted in due time, the deadline for complaints is considered exceeded. An extension of the complaint period is only possible in justified cases with the consent of the auctioneer and does not change the buyer's obligation to pay. The latter also applies to surcharges with reservation. A complained lot can only be returned unchanged in its original scope and condition, otherwise a complaint is no longer permissible. The affixing of a test mark by an auditor who is liable for errors does not count as a change. The existence of the reason for the complaint must be proven by means of a certificate from a recognized examiner responsible for the area. In cases of doubt, the auctioneer is entitled to request a further certificate from another recognized examiner. The buyer has to bear the costs for this if the lot description essentially corresponds to the test result or if the buyer purchases the lot anyway. In the event of a justified complaint, the purchase price including the surcharges and the test fee will be reimbursed against the return of the lot; further claims are excluded. Complaints are made for the account of the consignor. The auctioneer is also entitled to refer buyers to the consignor with all complaints. Other claims of any kind are excluded. All claims against the auctioneer expire after two years. In the case of a justified complaint, the purchase price including the surcharges and the test fee will be reimbursed against the return of the lot; further claims are excluded. Complaints are made for the account of the consignor. The auctioneer is also entitled to refer buyers to the consignor with all complaints. Other claims of any kind are excluded. All claims against the auctioneer expore after two years.

19. Lots not sold at the auction cannot

be purchased after the auction. **There is NO after-sale.**

20.

Auction participants expressly consent to their transmitted personal data are processed and used for the purpose of fulfilling all mutual rights and obligations from the contracts concluded with them as well as for market survey and marketing purposes. The contract data is saved automatically for these purposes. Auction participants expressly consent to the inclusion of their personal data in the auctioneer's customer database and declare that they consent to receiving customer information of any kind, unless revoked at any time. Customer data will not be passed on to third parties, unless this is necessary to fulfill legal obligations or obligations resulting from the auction. Auction participants also agree, except for informal revocation that is possible at any time, that your transmitted data will be used for advertising purposes and will be transferred to partner companies of the auctioneer, who may use this data for the same purposes as the auctioneer in compliance with the data protection act. If the buyer is in default of payment for a long time, the auctioneer is entitled to pass on his personal data to the consignor concerned and, in the event of third-party claims on an auction object, to disclose the personal data of the consignor of this auction object and/ or the data of a judicial deposit of the auction object to this third party. Auction participants who provide incorrect personal data or who do not inform the auctioneer of a change in this data, have to bear all resulting damage themselves and / or, if necessary, to compensate the auctioneer. Deliveries to the last delivery address communicated to the auctioneer by auction participants are considered effective regardless of whether the respective auction participant is (still) there.

21. Austrian law

applies to the exclusion of the non-mandatory conflict-of-law rules (IPRG, UNKR, CISG). Any consumer protection to which consumers are entitled through more favorable regulations in mandatory legal provisions of the state in which they have their domicile or their usual place of residence remains unaffected (benefit-of-the-doubt principle). **The place of performance and place of jurisdiction** is Vienna, but only for consumers within the meaning of the Consumer Protection Act (KSchG = Consumer Protection Act) if they have neither a domicile nor a habitual abode in Germany and are not employed in Germany. The auctioneer is entitled to assert claims against debtors in court at their place of residence. For *all texts in several languages, only the German version is authoritative and binding if there are differences of opinion.*

22.

Should one or more of the provisions of these auction terms and conditions be or become wholly or partially ineffective or void, this shall not affect the validity of the remaining provisions. Such provisions are to be replaced by those that come as close as possible to the economic content or purpose or the actual or presumed will of the parties and that are legally effective. The same applies to filling in gaps.

As long as catalog owners, interested parties and bidders do not express themselves to the contrary, they assure that they will only use the catalog and the objects depicted in it from the time of the Third Reich for the purposes of civic education, the defense against unconstitutional efforts, art or science, research or for teaching, reporting on contemporary events or history or for similar purposes. Such items will only be offered by the auctioneer under these conditions.

Klaus Würschinger

Briefmarken Stilus e.U.

2023