

CONDITIONS OF SALE

Auction
/
One Fine Day

ORGANISATION AND MANAGEMENT OF THE AUCTION

The public auction is prepared and managed by One Fine Day e. V. The auction held on 10 February 2013 will be executed by Daniel von Schacky, who will auction the works of art in the name of the artists at Contemporary Fine Arts Galerie GmbH. The works of art will remain the property of the consignor until payment. The sales contract will be made between consignor and buyer upon acceptance of the bid.

REGISTRATION / BIDDER NUMBERS

Please register before the beginning of the auction in order to receive your personal bidder number, which you will need in order to make a bid. Please download the registration form at www.one-fine-day-auktion.de or use the forms available in the auction catalogue or at Contemporary Fine Arts Galerie GmbH in Berlin from 25 January to 9 February 2013.

Please send your registration order by e-mail to presse@onefineday.org or by fax to +49 - (0)30 - 28 87 87 26 by 9 February 2013 6 pm. You can also register for the auction at the venue of the auction at the evening of the auction. In order to facilitate the organization we would, however, like to ask you to register as early as possible.

BIDS

You may make a bid in person, by phone, or in writing.
Bids made are deemed binding. All bids are exclusive of VAT. Applicable VAT and duties on the net sale have to be paid by the buyer.

WRITTEN BID

If you cannot participate in the auction in person, you may submit your bid in writing until 9 February 2013 6 pm. The written bid must be signed by the bidder and give the hammer price offered for the work of art (award price before VAT). If several bids are made with the same sum for the same work of art, the first bid will win, unless another bid is higher. Please download the form for written bids at www.one-fine-day-auktion.de or use the forms available in the auction catalogue or at Contemporary Fine Arts Galerie GmbH in Berlin from 25 January to 9 February 2013. Please send your form for written bids by e-mail to presse@onefineday.org or by fax to +49- (0)30 - 28 87 87 26.

TELEPHONE BIDDING

Please let us know by 9 February 2013, 6 pm, in writing, which work of art you are interested in. Please clearly mark in the order form, if you want to bid by phone during the auction, and leave a phone number where we can reach you on the day of the auction. Please send your telephone order by e-mail to presse@onefineday.org or by fax to +49- (0)30 - 28 87 87 26.

BIDDING ON BEHALF OF A THIRD PARTY

If a bidder wants to make a bid on behalf of a third party, he/she must inform the organizers of the auction until 9 February 2013, 6 pm at latest that he/she wishes to do so. In this case, he/she must give the name and address of the person he/she represents, and must submit a proxy written by the latter. Otherwise, upon acceptance of the bid, the sales contract will be made with the bidder.

ACCEPTANCE OF THE BID

The bid is accepted by the auctioneer, if no other bid exceeds the initial bid after three calls. The highest bid wins. If the bids remain below the price indicated in the catalogue, the auctioneer can accept the bid subject to supplement, of which he reminds in this case. The auctioneer may refuse to accept the bid or reject a bid, if the bidder has not registered prior to the auction, and does not have a bidder number. If a bid is rejected, the previous bid remains valid.

The acceptance of the bid is binding for the bidder.

PURCHASE PRICE AND PAYMENT

The purchase price is to be paid in cash or by giro. The purchase price includes the hammer price, statutory value added tax, costs for the customs proceedings, import or export duties that might fall due will have to be borne by the buyer. Upon the request by the seller (consignor) the buyer agrees to allocate the sales price directly as a goodwill to One Fine Day e.V. In this case, the buyer agrees to wire the amount due to the following donations account:

Account Holder: One Fine Day e.V.
Account-No.: 19 01 84 299
Bank Code: 100 500 00
Bank: Berliner Sparkasse
IBAN: DE36 1005 0000 0190 1842 99
BIC (SWIFT-Code): BELADEBE

RESCISSION

If the buyer is in default, the consignor, after having offered a grace period of two weeks, may partially or wholly withdraw from the contract. In case of such rescission all rights of the buyer to the work of art he/she bought will expire. In case of a rescission the buyer will be held liable for any transportation, storage and insurance costs incurred until the work of art has been returned.

LIABILITY

The descriptions of the objects of the auction are based on the information of the consignors. The organizer of the auction does neither accept liability for the accuracy of the information nor for the condition of the works. The organizers of the event agree to check the information with due diligence and to take care of an adequate transportation and handling of the works consigned.

Complaints and claims concerning the price, the state and condition of the works bought at the auction or damage claims against the organizer of the auction are not permitted, unless they are based on gross negligence or intentional action of his staff.

AFTER SALES

Works of art not sold at the auction can be bought in the after sales from 11 through 23 February 2013. The after sales are part of the auction. Interested parties may bid at a certain amount either in person, or by phone, or in writing. If you want to bid in the after sales please contact presse@onefineday.org.

OTHER TERMS / Multilingual auction conditions

If the auction conditions are available in several languages, the German version shall be legally binding.

APPLICABLE LAW

Only the law of the Federal Republic of Germany shall apply.

PLACE OF PERFORMANCE AND COMPETENT COURT

The place of performance and competent court shall be Berlin.