TERMS OF AUCTION

§ 9) The stated condition is based strictly on the grading standards customary in the German coin trade and represents a personal assessment. Buyers present at the auction purchase items on an "as-is" basis and may only lodge a complaint after the hammer falls if there are undisclosed, hidden defects.

However, we will immediately forward any substantiated complaints regarding defects raised by the buyer within the statutory warranty period to the consignor of the item in question.
In the case of collections and lots, the purchaser is buying an aggregate unit of simple composition that is not described in detail; any specifications provided are merely approximate. We provide an opportunity to inspect the goods beforehand to verify their condition. Defects that are already apparent from the illustrations do not constitute grounds for a complaint. Buyers present at the auction—and those who have inspected the items beforehand—purchase on an "as-is" basis. Consequently, warranty claims regarding material defects, legal defects, or erroneous attributions for items sold as lots are excluded after the hammer falls, unless we acted fraudulently in describing the attribution during the auction.

§ 10) A guarantee regarding the authenticity of the auction items is provided, unless the text clearly indicates otherwise. The burden of substantiating any doubts lies with the buyer. In individual cases, the buyer and the auctioneer may agree to consult an impartial expert whose judgment is accepted in advance by both parties.

§ 11) Unless stated otherwise, catalogue holders, auction participants, and bidders affirm that they are acquiring the catalogue and the contemporary historical and military-historical items from the 1933–1945 period solely for the purposes of civic education, the countering of unconstitutional and anti-constitutional movements, scientific and art-historical research, or reporting on current events (§ 86a of the German Criminal Code/StGB). Münzzentrum Rheinland (Heinz-Willi Müller), the auctioneer, and the consignors offer these items exclusively under these conditions.
By placing bids on items bearing emblems of the Third Reich (1933–1945), the bidder undertakes to acquire such items solely for historical-scientific purposes—based on the aforementioned reasons—and not to use them in any way for propaganda purposes, particularly within the meaning of § 86a StGB.

§ 12) The prices listed in the catalogue are non-binding estimates. Bidding generally commences at approximately 90% of the estimated price, unless at least two higher written bids have already been received. Consequently, the starting price may be set either below or above the estimate, depending on the level of bids submitted in writing, via live bidding, or orally.
We do not accept written bids that are below 90% of the estimated price or below the prevailing precious metal market rates.
The place of jurisdiction and place of performance for resellers is Solingen.

§ 13) Unusual price fluctuations—such as those currently affecting gold and silver—may necessitate an adjustment to the corresponding (minimum) starting prices; this is because auction regulations prohibit the sale of gold and silver below their intrinsic metal value, and the catalogue text was prepared several weeks in advance. Any adjusted starting price will be announced one day prior to the auction, if possible, or at the latest when the lot is called.

§ 14) Items may be viewed in person prior to the auction days during the times specified in the catalogue. No viewing takes place on the days of the auction.
Subject to staff availability, information regarding the condition of the lots may be provided by telephone.

§ 15) The law of the Federal Republic of Germany applies exclusively. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. For business entities within the meaning of § 14 of the German Civil Code (BGB) and for buyers who do not have a general place of jurisdiction within Germany, the place of performance and exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Solingen. Should any provision be invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The German version of the auction terms and conditions shall prevail in all cases.

The auction terms and conditions also include the information provided on page 3 of the catalogue under the headings "How to Bid" and "Viewing".

MÜNZ ZENTRUM Rheinland
Heinz-W. Müller