



GENERAL TERMS AND CONDITIONS

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MOTOR AUCTIONS GmbH, Hauptplatz 7, 3430 Tulln, (hereinafter referred to as MOTOR AUCTIONS), puts on auctions according to these General Terms and Conditions as well as according to Sections 244–246 of the Austrian Industrial Code (GewO) 1994. This is a commission-based auction. The Auctioneer has the right to withdraw lots in exceptional cases, to deviate from the order of the catalogue numbers or to call lots together. In the case of any disagreement concerning competing bids, or if a bid has been overlooked, the Auctioneer has the right to withdraw the hammer price and put the vehicle up for auction again. The Auctioneer will request bids of 10% higher than the previous bid. The detailed bid increments are published at www.motorauctions.at.

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The highest bid will end bidding at the hammer price, unless a reserve price or minimum bid has been agreed with the Consignor. Such a minimum bid is a listed price under which certain lots are not to be sold. If it is not reached, the winning bid goes to the highest bidder subject to reservation. The highest bidder is thus bound to his/her highest bid for a period of eight business days. Should the highest bidder not receive the final acceptance of his/her highest bid during this period of time, this binding commitment shall be deemed to have lapsed. A written notification to the address provided by the highest bidder within eight business days is sufficient for the final acceptance to become effective.

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All vehicles are subject to differential taxation according to Section 24(7) of the 1994 Value-Added Tax Act (UStG). A premium of 10.00% will be added to the highest bid achieved, plus the 20% VAT payable on this premium. The premium thus amounts to a total of 12.00% of the hammer price.

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The purchase price is immediately payable after the bid has been accepted (hammer price plus 12% premium plus the 20% value added tax payable on the premium). MOTOR AUCTIONS, however, may defer payment in individual cases, in whole or in part. If such a deferment is declined, acceptance of the bid can be withdrawn and the vehicle can be put up for auction again. In the case of the withdrawal of acceptance, MOTOR AUCTIONS also has the right to accept the last bid of the second-highest bidder. When deferring payment in whole or in part, MOTOR AUCTIONS has the right to charge default interest (12% p.a.) after 14 days have lapsed following the acceptance. Should a deferred purchase price not be paid within the period stipulated, MOTOR AUCTIONS has the right to re-auction the vehicle to recover outstanding accounts from the defaulting purchaser. In this case, the defaulting buyer shall be held liable for the entire loss of commission resulting from the re-auctioning as well as for default interest and storage fees. Only after the purchase price has been paid in full, including all costs and fees incurred since acceptance of the bid, will the auctioned vehicle be handed over to the buyer.

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The vehicles up for auction are exhibited for inspection prior to the auctions. MOTOR AUCTIONS will not accept any liability, responsibility or warranty for the technical condition, possible other defects or roadworthiness of the auctioned vehicles. All vehicles are offered exclusively “as is” at the moment of the auction. All vehicles are second-hand and have possibly been repaired or restored. It is the duty of the buyer to get a picture of the condition of the vehicle himself/herself before the auction or, if necessary, to consult an expert of his/her choice. Any complaint after the acceptance of a bid shall be rejected. By submitting a bid, the bidder confirms that he/she has inspected the vehicle and made sure of its conformity with MOTOR AUCTIONS’s description. The catalogue is subject to corrections before the auction or typing errors.



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If it is not possible for a customer to attend the auction in person, MOTOR AUCTIONS will gladly accept absentee bids. The customer can place these bids in writing, by email or by mail. In the case of absentee bids given orally or by telephone, MOTOR AUCTIONS reserves the right to make their execution dependent upon additional written confirmation from the client. MOTOR AUCTIONS also accepts no liability for the execution of such absentee bids. In the case of several absentee bids with equally high maximum bids, they will be considered in the order in which they were received. Absentee bids are utilized as far as is necessary to outbid the starting bid by only one increment. Absentee bids that deviate from the bid increments that MOTOR AUCTIONS has determined will be rounded up to the next higher increment. When vehicles are put up for auction without a minimum bid, bids below the estimate are utilized in their entirety. Registration for a telephone bid is automatically an absentee bid for the starting bid of this vehicle. Should MOTOR AUCTIONS be unable to reach the bidder by telephone, MOTOR AUCTIONS will bid on behalf of the telephone bidder up to the starting bid when the respective lot is called. The written absentee bid must include the vehicle, its lot number and the maximum bid, i.e. the amount excluding the seller's commission and VAT. Any uncertainties are at the bidder's expense. An already placed absentee bid can only be cancelled if the withdrawal is submitted to MOTOR AUCTIONS in writing and at least 72 hours prior to the start of the auction. Executing such an absentee bid is free of charge.

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The auctioned off and paid vehicles must be picked up within 5 business days after payment. Vehicles that are not paid for and picked up within a period of 5 working days after the auction will be stored at the owner's risk. A storage fee of 50 euros will be charged per day. MOTOR AUCTIONS is also entitled to store vehicles that have been auctioned off and paid for but not been picked up at the buyer's risk and expense, including insurance costs, with a forwarding company. The transfer of ownership to the buyer takes place with the handover of the handover slip.

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Place of performance of the contract between MOTOR AUCTIONS, the seller and the buyer is MOTOR AUCTIONS GmbH's place of business. Governing law between MOTOR AUCTIONS, the sellers and the buyers shall be Austrian law. MOTOR AUCTIONS, the seller and the buyer agree to settle any disputes arising from, relating to or in connection with this contract before the competent court of Tulln.