V1. Auction

V1.1 VAN HAM Kunstauktionen GmbH & Co. KG (hereinafter referred to as “VAN HAM”) sells in a public auction pursuant to § 474 (1) Sent. 2, 383 (3) Sent. 1 of the German Civil Code (BGB), acting as a commissioner on its own behalf and for the account of the Consignors who remain unnamed.

V1.2 Prior to the auction the items consigned to be auctioned may be inspected and examined. Here the potential buyers will be liable for any damages to the exhibited objects caused by them.

V2. Condition, Representations and Warranties

V2.1 The items that are up for auction and available for examination and viewing during the auction viewing are, without exception, used items. These items are in a state of preservation that is typical for their age and provenance. Objections to the state of preservation shall only be indicated in the catalogue if VAN HAM believes that they significantly affect the overall visual impression of the item. The absence of information on the state of preservation has thus no effect of declaration and does, in particular, not establish any warranty or quality agreement as defined by the sale of goods laws. Potential buyers may request a condition report prior to the auction. Such a report, if verbal or in writing, shall not contain any diverging individual agreement, and shall express VAN HAM’s subjective assessment only. The information contained in the condition report shall be provided to the best of VAN HAM’s knowledge and belief. It shall not constitute any quality agreement and shall serve the purpose of providing non-binding information. The only warranty being given as to the authenticity of any kind, be it in writing or not.

The actual state of preservation of the item at the time the relevant bid is accepted shall, in all events, be its agreed condition as defined by the BGB. This applies irrespective of the condition report accompanying the catalogue. The item is sold in its actual condition at the time of the auction.

V2.2 Any information contained in the catalogue is based on available data published at the time of publication of the catalogue or other generally available scientific insights. If an additional interest in the item is established after the catalogue version shall nevertheless prevail, the internet catalogue shall only prevail in the event that no printed catalogue exists or the items are auctioned by a so-called silent auction. Live bids shall have the right to correct catalogue information on the items that are to be auctioned. Stipulations as to the publication of the catalogue and a subsequent activation by VAN HAM is required.

V2.3 Irrespective of the provisions of Clause V2.1, only the catalogue information regarding the authorship of the item shall form part of the contract. The price of the item includes all costs of care. VAN HAM does not provide any special warranties that may establish any additional liability to the VAG Code (BGB). No warranties are given as to the authenticity of any kind. The catalogue version shall nevertheless prevail, the internet catalogue shall only prevail in the event that no printed catalogue exists or the items are auctioned by a so-called silent auction. Live bids shall have the right to correct catalogue information on the items that are to be auctioned. Stipulations as to the publication of the catalogue and a subsequent activation by VAN HAM is required.

V2.4 If VAN HAM expressly excludes any liability for potential defects, provided that VAN HAM has complied with its duties of care. The liability for injury to life, body or health remains unaffected.

V2.5 However, if the buyer is able to prove, within one year from handing over the item, that through its carelessness or inefficiency in preserving the item, the item was damaged, he shall be entitled to seek the return of the item, the item being returned to the VAN HAM head office in Cologne, authentic. This is subject to there being no third party claims to the item, as well as (i) the duties of advice, protection and care which serve the purpose of protecting life and body of the buyer or its personnel.

In case of a simply negligent breach of material contractual duties, the liability of VAN HAM shall be limited to the compensation of any damage typical and predictable for such a contract, per event causing the damage up to a maximum of twice the amount which the buyer had to pay for the item to which the breached contractual duty relates. In particular any liability for indirect damage shall be excluded.

V2.8 The aforementioned exclusions and limitations of liability shall apply to the same extent for the benefit of the bodies, legal representatives, employees and other vicarious agents of VAN HAM.

V2.9 The limitations of Clauses V2.6 and V2.7 shall apply to VAN HAM’s liability for intentional acts, for guaranteed qualities, for injury to life, body or health under or without the product liability law.

V2.10 Any claims against VAN HAM shall come under the statute of limitations, expiring one year after the item awarded by bid has been handed over, provided that they are not based on an intentional violation of rights, or longer periods of limitation are stipulated by statutory law.

V3. Conduct of Auctions, Bids

V3.1 The estimates stated in the catalogue do not constitute minimum or maximum prices, but shall merely serve as an indication of the market value of the respective items, without any warranty being given as to their accuracy. Information as to the value in currencies other than euros is provided for information purposes only, and the catalogue value may be auctioned as group lots outside the catalogue.

V3.2 VAN HAM reserves the right to combine, separate, offer in lots or stipulate a minimum price for catalogue items prior to the auction. The information in the catalogue shall be subject to change or correction.

V3.3 Bidders previously unknown to VAN HAM need to submit an identity card that states an official address and admission to the auction. Only bids made using a valid identification card that states an official address will be considered during the auction.

V3.4 VAN HAM provides each bidder with a bidder number following presentation of a valid identification document with the official address and a subsequent admission to the auction. Only bids made using this number shall be considered during the auction.

V3.5 All bids shall be considered as made by the bidder on its own behalf. Such a bid shall be made on behalf of a third party, a respective notification shall be given not later than 24 hours prior to the start of the auction, stating whether the above name and address is as such or in the capacity of power of attorney, as well as a proof of identity of the third party.

V3.6 If the Consignor, or a third party instructed by the Consignor, shall submit a bid on an item, unless such bidding has been accepted. There shall be no entitlement to have a bid accepted on behalf of a third party, a respective notification shall be given not later than 24 hours prior to the start of the auction, stating whether the above name and address is as such or in the capacity of power of attorney, as well as a proof of identity of the third party.

V3.7 VAN HAM shall be entitled to place a bid below the limit of the catalogue, if the Consignor, or a third party instructed by the Consignor, shall submit a bid on an item, unless such bidding has been accepted. There shall be no entitlement to have a bid accepted on behalf of a third party, a respective notification shall be given not later than 24 hours prior to the start of the auction, stating whether the above name and address is as such or in the capacity of power of attorney, as well as a proof of identity of the third party.

V3.8 The initial bid price shall be determined by VAN HAM, bids and shall be exclusive of the premium, VAT (Umsatzsteuer) and, where applicable, resale right (Folgerrecht, droit de suite) and customs charges (Zollumlage). Where there are equal bids, irrespective of the source of the bid, the highest bid shall be the winner. If the highest bid is made by telephone, in writing or over the internet, a decision shall be made by drawing lots. Written bids or bids submitted via the internet shall only be drawn on by VAN HAM to the extent required to outbid another bid.

V3.9 Bids in absence shall be generally permitted if they are received at least 24 hours prior to the start of the auction and any additional information pursuant to Clause V3.5 has been provided. Bids shall only be accepted if made in writing or in text form of any changes occurring in the course of the bidding relationships. Written bids shall only be considered if made by writing the item, as well as (iii) the duties of advice, protection and care which serve the purpose of protecting life and body of the buyer or its personnel.

V3.10 All offers shall be based on the so-called hammer price and, where applicable, resale right (Folgerrecht, droit de suite) and customs charges (Zollumlage). Where there are equal bids, irrespective of the source of the bid, the highest bid shall be the winner. If the highest bid is made by telephone, in writing or over the internet, a decision shall be made by drawing lots. Written bids or bids submitted via the internet shall only be drawn on by VAN HAM to the extent required to outbid another bid.

V3.11 In case of a simply negligent breach of material contractual duties, the liability of VAN HAM shall be limited to the compensation of any damage typical and predictable for such a contract, per event causing the damage up to a maximum of twice the amount which the buyer had to pay for the item to which the breached contractual duty relates. In particular any liability for indirect damage shall be excluded.

V3.12 Written bids must be signed by the bidder. In case of written bids, the interested party shall authorize VAN HAM to submit bids on its behalf.

V3.13 Telephone bids are possible for estimates of € 500 and above. At this a telephone operator agrees to the start of the auction and any room shall be authorised to submit bids as per the telephone bidder’s instructions. Telephone bids may be recorded by VAN HAM. By applying for telephone bidding, applicants accept that telephone communications may not be undisturbed due to noise, lack of liability for establishing and maintaining telecommunication connections or for transmission errors.

V3.14 In case of a simply negligent breach of material contractual duties, the liability of VAN HAM shall be limited to the compensation of any damage typical and predictable for such a contract, per event causing the damage up to a maximum of twice the amount which the buyer had to pay for the item to which the breached contractual duty relates. In particular any liability for indirect damage shall be excluded.
Conditions of Sale

V5. In the event that the customer does not comply with his/her identification obligations vis-à-vis VAN HAM for himself/herself and/or a beneficial owner behind the customer, or if VAN HAM suspects for other reasons, VAN HAM may be entitled to withdraw from the contract if the customer does not clarify the matter immediately, but at the latest within a period of 7 calendar days after a corresponding request by VAN HAM.

V5.3 VAN HAM's claims for damages against the customer, in particular to substitute not already performed proceeds in the post-auction-sale, shall remain unaffected by such withdrawal.

V5.4 The right of withdrawal pursuant to clause V5.2 shall also apply to VAN HAM vis-à-vis the customer in the event that VAN HAM, for its part, has to withdraw from the contract with the client who consigned the item for auction due to suspicion of money laundering against such client.

V5.5 VAN HAM's claims against the customer for statutory VAT, which will, for the purpose of performing and implementing the contractual relationship, and for the purpose of providing information about future auctions and offers, should the buyer fail to meet its contractual duties within the scope of performance and implementation of this contractual relationship, the bidder consents to this fact being included in a blanket accessible to all auction houses of the German Association of Art Auctioneers (Bundesverband Deutscher Kunstversteigerer e.V.) The future collection and use of data may be objected to by deleting this clause or by submitting a subsequent declaration to VAN HAM, with effect for the future.

V11. Silent Auction

V11.1 VAN HAM shall conduct a so-called "silent auction" for the items marked in the print catalogue with "*". These General Auction Terms shall apply accordingly to such "silent auction"; however, bids may only be submitted in written form or via the internet. Since the items in "silent auctions" are not called out, no bids can be made in person or by telephone. Bids for a "silent auction" must be submitted in writing at least 24 hours before the start of the auction in order to be valid.


V12.1 These General Auction Terms shall govern all relations between the client and VAN HAM. The client's general commercial terms and conditions, including supplementary terms, are hereby rejected.

V12.2 Place of performance is Cologne. If the client is a merchant, an entity under public law or a fund under public law or if the client has no general place of jurisdiction in the Federal Republic of Germany, the Courts of Cologne shall have jurisdiction over any disputes between VAN HAM and the client. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

V12.3 German law shall apply; the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

V12.4 The aforementioned provisions shall also apply mutatis mutandis to any private or state sins of VAN HAM for auction and, in particular, to post-sales, which are not governed by the provisions on distance sales as they form part of the respective auction.

V12.5 In the event that any of the above provisions are invalid or in part, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision which most closely resembles the commercial content of the invalid provision. This applies correspondingly if the contract contains a gap in need of amendment. In case of doubt the German version of the General Auction Terms shall prevail. Translations into other languages merely support the textual orientation.

Van Ham Kunstauktionen GmbH & Co. KG
Hüttenstraße 2, 50968 Cologne, Germany
Local Court Cologne HR A 375
General Partner: Van Ham Kunstauktionen Verwaltungs GmbH
Local Court Cologne HR B 80311
Managing Director Markus Eisenscher
(auctioneer for art and antiques, officially appointed and sworn by the Cologne Chamber of Commerce and Industry)