

## Terms and Conditions of Sale at Svendborg Auktionerne ApS

### Svendborg Auktionerne ApS

Tved Grønnevej 4B

DK-5700 Svendborg

Tlf. +45 62 21 22 31

E-mail: mail@svendborg-auktionerne.dk

CVR-nr. 36 90 93 58

### GENERAL

*These Terms and Conditions of Sale apply to Svendborg Auktionerne and shall enter into force on 30 September 2025. Svendborg Auktionerne reserves the right to update and amend these Terms and Conditions on an ongoing basis. By entering into an agreement for the sale of an item at auction, the Seller accepts to be bound by the Terms and Conditions in force at any given time, as published on svendborg-auktionerne.dk. The Terms and Conditions apply to both businesses and consumers. 29 September 2025.*

### DEFINITIONS:

**LIVE auction:** A traditional hammer auction held physically at a specific place and time, where bidders participate in person. A **LIVE auction** is conducted by Svendborg Auktionerne' Auctioneer, who determines the bid increments and pace. Conducted pursuant to Danish auction legislation.

**ONLINE auction:** An auction conducted exclusively via the internet, without any physical location, where bids are placed digitally through Svendborg Auktionerne' website.

**Hammer Price:** The final and highest bid at an auction, when the Auctioneer strikes the hammer at a **LIVE auction**, or when the bidding closes at a specified time in an **ONLINE auction**.

**Seller's Commission:** The commission fee charged by Svendborg Auktionerne for sales on consignment. The Seller's Commission is calculated as a percentage (commission rate) of the hammer price and deducted therefrom. The commission rate is in accordance with the current price list, unless otherwise agreed in writing.

**Cataloguing Fee:** The fee charged by Svendborg Auktionerne for administration and handling of the item prior to auction, including photography and registration. The fee is payable regardless of whether the item is sold.

**Sales Proceeds:** The net proceeds consisting of the hammer price minus the Seller's Commission, Cataloguing Fee, and any additional costs, such as collection of items from the Seller.

**Margin Scheme VAT:** A special VAT scheme under which VAT is included in the auction price and cannot be deducted as input VAT by the Buyer.

**Standard VAT:** The normal VAT scheme under which 25% VAT is added to the hammer price and commission. This VAT may be deducted as input VAT by VAT-registered Buyers.

## **REGISTRATION – AS A SELLER**

1.1 To sell goods on consignment with Svendborg Auktionerne, the Seller must create a customer profile and provide correct, complete, and up-to-date personal information. The Seller must also read, understand, and accept Svendborg Auktionerne's Terms and Conditions of Sale and Purchase, as well as the Privacy Policy, and undertake to comply with the applicable terms. All communication between the Seller and Svendborg Auktionerne will be conducted using the contact details provided by the Seller.

1.2 To sell at auction, the Seller must present valid photo identification (passport or driver's license) and proof of address, as well as satisfactory documentation that the registered bank account number belongs to the Seller. Payment may be withheld until such documentation has been received.

If another person delivers an item on behalf of the Seller, that person must present their own ID, a copy of the Seller's ID, and a written power of attorney.

For certain weapons, a valid firearms license is required. Such licenses are personal and cannot be transferred to third parties, except in the case of an authorized shipping company.

1.3 When registering as a business customer, the Seller must designate a physical person authorized and empowered to bind the company legally under these Terms and Conditions of Sale.

1.4 The Seller warrants full ownership and unrestricted title to the consigned item, free of any encumbrances. Svendborg Auktionerne has the right to photograph the item at no cost and to use such images for marketing purposes on its platform and other relevant channels.

1.5 The Seller bears full responsibility for all activities and transactions carried out under the Seller's account.

1.6 In the event of breach of Svendborg Auktionerne' trading conditions, applicable law, or other relevant provisions, Svendborg Auktionerne reserves the right to suspend or terminate the Seller's account. In such cases, the Seller is not entitled to create a new account or use the service through another user's login.

1.7 Svendborg Auktionerne reserves the right to amend these Terms and Conditions. The Seller will be informed of material changes by email to the registered address on the Seller's account, or by publication on the website. Changes take effect immediately upon continued use of the service by the Seller, or upon active acceptance if required.

1.8 If the Seller has unpaid debts, items consigned to auction cannot be released. Where Svendborg Auktionerne has a claim against the Seller, the auction may be conducted regardless of any agreed minimum price, and the proceeds applied to cover the outstanding amount.

1.9 In the event of damage such as fire, burglary, theft, or water damage affecting items held by Svendborg Auktionerne, the provisions of the Danish Insurance Contracts Act shall apply. The Seller's own household or other insurance must cover damage to property temporarily stored with third parties.

1.10 Svendborg Auktionerne reserves the right to amend the Terms and Conditions of Sale by informing the Seller via the email address registered on the Seller's account or by publishing changes on the website. The Seller accepts the amended terms by continued use of svendborg-auktionerne.dk or by electronic acceptance if required.

## **DESCRIPTIONS AND VALUATIONS OF ITEMS**

2.1 All items are valued by Svendborg Auktionerne before being offered for sale. The valuation constitutes only an indicative estimate of the expected hammer price, based on experience with similar items and current market trends. The final sales price is determined by the Buyers and the market. As valuations are estimates, the actual hammer price may vary upwards or downwards. For all items in **LIVE auctions**, a minimum price is set, below which no sale will occur. For selected items in **ONLINE auctions**, a minimum price may also be set.

2.2 To ensure an accurate valuation and description, the Seller must disclose all relevant information regarding the item and subsequently ensure the description is accurate and complete. If the Seller discovers errors or omissions, they must immediately notify Svendborg Auktionerne. Failure to do so entitles Svendborg Auktionerne to proceed with the sale based on the existing valuation and description.

2.3 Items are generally sold as used, with expected age- and use-related wear. Svendborg Auktionerne accepts no liability for natural wear, damage, defects, previous repairs, material changes, or other faults.

Known defects will be disclosed in the description and via photographs to the best of Svendborg Auktionerne's ability. Descriptions may be updated if new material information emerges. Where such information affects the item's value, the item may be withdrawn and re-offered with a corrected description. Misleading or incomplete information may form grounds for cancellation of the sale.

At **LIVE auctions**, items are sold without any warranties for faults or defects, and the Buyer accepts the item "as seen" at the preview.

2.4 All items are presented on Svendborg Auktionerne's website in auction catalogues, with valuation, description, and photographs, and are available for inspection at the auction

premises. Some items are also marketed via advertisements, newsletters, and social media, which may continue for a period after the sale.

2.5 Certain items fall under the Washington Convention (CITES), regulating trade in objects made from endangered species. To be sold, such items must have been acquired within the EU before the material was listed under CITES Appendix I or II. The Seller must obtain the necessary sales certificate from the relevant Danish authorities. In certain cases, Svendborg Auktionerne may, with the Seller's consent, assist in this process. All related costs are borne by the Seller, regardless of whether the item is sold.

## **BIDDING AND COMMISSION**

3.1 On behalf of the Seller, Svendborg Auktionerne facilitates the sale of an item, which will be sold to the highest bidder, regardless of the initial valuation.

3.2 For auction sales, a Seller's Commission including VAT is charged in accordance with the current price list. A Cataloguing Fee is also charged per lot sold. The total sales proceeds consist of the hammer price minus the Seller's Commission, Cataloguing Fee, and any costs for collection of items, etc.

3.3 The Seller may not influence bidding by bidding on their own item or through intermediaries. If Svendborg Auktionerne determines that bidding does not comply with our guidelines, we reserve the right to cancel the sale and claim compensation equal to the lost revenue – including commission and fees – from both Seller and Buyer.

3.4 Once cataloguing of an item has commenced, the Seller cannot withdraw the item from auction. Cataloguing is deemed to have commenced when an item has been assigned a catalogue number. The Seller can view the auction name and catalogue number of consigned items under "**My Pages**" and "**Consignments**" on their customer profile.

3.5 The Seller may follow the **ONLINE auction** digitally via Svendborg Auktionerne' website, and **LIVE auctions** can additionally be followed in the auction room.

3.6 Svendborg Auktionerne reserves the right to cancel a sale if there are doubts regarding the Buyer's ability to pay. The item will then be reoffered under the same conditions as originally.



3.7 Svendborg Auktionerne reserves the right to interrupt, postpone, or resume an auction if necessary – for example, in the event of technical issues, suspected abuse, or uncertainty regarding ownership rights. Svendborg Auktionerne' Auctioneer is a Court-Appointed Auction Leader authorized by the Danish Ministry of Justice to conduct public auctions, including **LIVE auctions**. The appointment requires relevant education or professional experience, pursuant to applicable regulations. The Auction Leader ensures that auctions are conducted correctly and in compliance with the law and may authorize deputies to conduct auctions on their behalf.

3.8 Unless otherwise agreed, an item may be offered for sale up to three (3) times without notice. Valuation and minimum price may be adjusted before re-auction. After three attempts, the Seller must decide whether further sales attempts should be made. If the Seller declines further attempts, the item will be stored free of charge for 14 days after the last auction, after which storage fees will be charged in accordance with the price list.

3.9 If an unsold item remains uncollected and the accrued storage fees exceed the item's value, Svendborg Auktionerne may, at the Seller's cost and risk, auction or otherwise sell the item to cover storage costs. Any difference in proceeds will be settled with the Seller.

## **SETTLEMENT AND PAYMENT OF SALES PROCEEDS**

4.1 After the auction, the Seller may view hammer prices of sold items on their customer profile.

4.2 No later than at the time of payment of the sales proceeds (cf. clause 4.5), the Seller will receive a settlement statement by email, showing the sales proceeds. The Seller's Commission, Cataloguing Fee, and any transfer costs will be deducted from the hammer price. The settlement statement may also be accessed under "**My Pages**" on the Seller's account at svendborg-auktionerne.dk.

Where Svendborg Auktionerne has an outstanding claim against the Seller, e.g. for freight, restoration, or storage, such amounts will be offset in the settlement.

4.3 For **ONLINE auctions**, a right of withdrawal applies under the Danish Consumer Contracts Act. Consumers have the right to withdraw from the purchase without cause

within fourteen (14) days after receipt of the item. In such cases, Svendborg Auktionerne is entitled to reoffer the item without further cost to the Seller.

The right of withdrawal does not apply to **LIVE auctions**, which are governed by Danish auction legislation, where purchases are binding.

4.4 Svendborg Auktionerne is entitled to withhold payment to the Seller if the Buyer fails to pay in accordance with the Terms of Purchase, until the purchase price has been collected. The Seller accepts that Svendborg Auktionerne may cancel the sale and reoffer the item in case of Buyer's non-payment or withdrawal.

4.5 Payment of sales proceeds to the Seller is made by bank transfer from Svendborg Auktionerne to the bank account registered on the Seller's account, provided both Seller and Buyer have fulfilled their respective obligations.

Payment Dates:

- **LIVE auctions:** no later than 15 business days after the auction date.
- **ONLINE auctions:** no later than 28 business days after the auction date.

Funds are transferred from Svendborg Auktionerne's bank account on the payment date. Depending on the Seller's bank and weekends/holidays, it may take 1–3 banking days before the amount is visible in the Seller's account.

4.6 In accordance with applicable anti-money laundering legislation, the Seller may be required to submit photo ID and answer "Know Your Customer" questions via a provided link in order to complete the sale and receive payment of proceeds.

4.7 If an item is unsold, no Seller's Commission will be charged.

#### **LIMITATION OF LIABILITY / WARRANTY**

Svendborg Auktionerne accepts no liability for errors, technical disturbances, or external misuse or influences that may arise during auctions. Such circumstances do not entitle the Seller to raise claims against Svendborg Auktionerne.

The Seller alone is responsible for correct settlement of VAT, duties, fees, and other costs in accordance with applicable Danish and foreign legislation.

Unless otherwise expressly stated in these Terms and Conditions, Svendborg Auktionerne shall not be liable for loss of profits, business interruption, indirect loss, or consequential damages suffered by the Seller.

## **PRIVACY POLICY**

When the Seller creates a customer profile with Svendborg Auktionerne and voluntarily provides personal information, Svendborg Auktionerne receives customer data. As data controller, Svendborg Auktionerne processes the Seller's personal data securely and confidentially. The Seller's personal data is used and stored only for the purposes for which it was collected.

Svendborg Auktionerne uses third parties to process certain data, including for customer due diligence (in connection with anti-money laundering rules), shipping, etc. These third-party services are not developed by Svendborg Auktionerne, which has entered into data processing agreements with its partners as a guarantee of compliance with applicable data protection rules.

## **COMPLAINTS**

The Seller may contact Svendborg Auktionerne by email at [mail@svendborg-auktionerne.dk](mailto:mail@svendborg-auktionerne.dk) or by telephone at +45 62 21 22 31 for enquiries, questions, or complaints.

If the Seller has a complaint and we cannot resolve it together, the Seller may pursue one of the following options:

- Center for Complaint Resolution, via the Complaints Portal at Nævnenes Hus. [Go to the Complaints Portal](#).
- Center for Complaint Resolution, Nævnenes Hus, Toldboden 2, 8800 Viborg, Denmark.
- If the Seller is a consumer residing in another EU country, the Seller may submit their complaint via the EU Commission's Online Dispute Resolution portal. [Go to the EU ODR portal](#).

In the event of a dispute, the matter shall be brought before the Court of Svendborg, Denmark. Consumers are protected by the mandatory jurisdiction rules.