



**Uppsala Auktionskammare Terms and Conditions for Sellers**

as of 18 April 2017.

## **1. Terms and Conditions**

**1.1** These general Terms and Conditions are standard conditions between a consignor (the “Consignor”) and AB Uppsala Nya Auktionskammare (“UAK”). They apply to all auctions conducted by UAK.

**1.2** The current version of these Terms and Conditions is published on the website ([www.upsalaauktion.se](http://www.upsalaauktion.se)) and in the printed auction catalogues of UAK.

## **2. Registration**

**2.1** In order to be able to sell on the UAK auctions, the Consignor has to be registered with UAK.

**2.2** UAK is entitled to require the Consignor to prove his or her identity in connection with the registration process. The information that the Consignor shall provide in the registration process must be accurate and complete. The Consignor shall promptly notify UAK in writing of any subsequent changes in his or her registered information.

**2.3** Registration is conditional on the Consignor agreeing to these Terms and Conditions.

**2.4** UAK is entitled, at its discretion and without providing reasons, to refuse registration and, where applicable, to deregister the Consignor with immediate effect or with a date to follow. In the event of deregistration, these Terms and Conditions shall continue to apply to any lots that have already been submitted and sales that have already been completed.

## **3. UAK's Undertaking**

**3.1** A consignment involves UAK undertaking to sell one or more lots on the Consignor's behalf but in its own name on commission.

**3.2** UAK has the right to decline a consignment without providing reasons.

**3.3** If UAK accepts the consignment, this should be confirmed in a written consignment agreement between UAK and the Consignor. UAK is not bound before an agreement is signed by both UAK and the Consignor. Such an agreement is governed by these Terms and Conditions.

**3.4** UAK will conduct the consignment in accordance with good industry practices. It hereby follows that UAK shall with reasonable efforts aim at reaching as high of a price as possible for the Consignor.

**3.5** UAK decides on the type of auction (Important Sale or Decorative Sale) and at which auction time, the lots submitted will be offered for sale. UAK retains the right to change the order of the lots

offered on an advertised auction or to move the auction to another date or to suspend the auction, or to cancel the auction entirely or to transfer the lot to another auction due to technical reasons or any other reasons that are beyond UAK's control, or if UAK considers that such a change is in the interest of the Consignor.

## **4. UAK's Terms of Purchase**

**4.1** The Consignor consents to the general conditions that UAK applies in its relations with the buyers and bidders (“Uppsala Auktionskammare Terms and Conditions for Buyers”). These Terms and Conditions are available at the UAK website. By accepting these Terms and Conditions for Sellers, the Consignor also accepts UAK's Terms and Conditions for Buyers.

## **5. The Consignor's Undertakings**

**5.1** The Consignor guarantees that the Consignor has full and unrestricted ownership and the right of disposition for lots submitted for sale or, if the beneficial owner of the lot is someone else, that the Consignor has full and unrestricted right to sell and collect payment for the lot.

**5.2** If the Consignor is not the beneficial owner of the lot, the Consignor shall inform UAK of the lack of ownership, while also informing UAK who the beneficial owner is, along with providing written confirmation that the Consignor is authorized to sell the lot and collect payment in relation to the sale. UAK is not obligated to verify the ownership of the lot, that the Consignor is the beneficial owner of the lot or that the Consignor is authorized to act on behalf of the beneficial owner unless special reasons justify otherwise.

**5.3** The Consignor is obligated to inform UAK of any and all errors and defects that the Consignor knows or comes to know regarding the lots being sold, and to provide also in all other respects complete and truthful information about the lots to the extent that such information may be of importance for UAK and prospective bidders. This obligation for the Consignor applies even after the consignment has been accepted by UAK.

## **6. Revocation and Withdrawal of Consignments**

**6.1** UAK retains the right to withdraw from a consignment if doubts exist or could arise regarding the ownership or the right to dispose of a lot or the lot's authenticity or any other matter that UAK views as essential. UAK also retains the right to

withdraw from a consignment if the Consignor has submitted inaccurate or incomplete information concerning the lot and this information is essential to UAK or prospective bidders, or if any doubts exist or could arise regarding the Consignor's identity or character. If UAK withdraws from a consignment under this paragraph, the Consignor is not entitled to compensation. UAK retains the right to seek compensation from the Consignor if the Consignor has acted in violation of these Terms and Conditions.

**6.2** The Consignor has the right to withdraw a consignment at the latest 16:00 (Swedish time) 15 calendar days prior to the scheduled day of the auction.

**6.3** Any revocation must be in writing. In the event that the Consignor withdraws a consignment, the Consignor shall reimburse UAK for the costs incurred for handling and cataloguing the lot with a lump sum equivalent to the full consignment commission based on the estimate (the lower estimate if the estimate is a range). Where a consignment is withdrawn after the catalogue, in which the lot is listed, is sent for editing (for the Important Sales) or displayed on the UAK website (for Decorative Sales), the Consignor shall reimburse UAK with a lump sum equivalent to the full consignment commission and the full bidder commission based on the lot's estimate (the lower estimate if the estimate is a range).

**6.4** If UAK withdraws from the consignment or the Consignor revokes the consignment, the lot shall be retrieved by the Consignor within 15 calendar days from the withdrawal or revocation, respectively. The return transportation from UAK to the Consignor is at Consignor's expense and risk. If a lot is not retrieved within the prescribed time, the lot shall be treated according to the provisions, under paragraphs 15.1–15.3, for unsold and recalled lots not timely retrieved.

## **7. Description of Lots, Imaging and Marketing**

**7.1** UAK undertakes to catalogue the submitted lots with care. UAK has hereby full and unrestricted right to decide how the lot should be described and presented in the printed catalogue and/or on the electronic catalogue. UAK also retains the right to amend and supplement a catalogue description before the auction.

**7.2** UAK accepts no responsibility for incorrect or incomplete catalogue descriptions unless the inaccurate or missing information is essential. In addition, UAK is responsible for cataloguing errors

caused intentionally or by gross negligence.

**7.3** UAK's liability for incorrect or incomplete catalogue descriptions, provided that there is such a liability under these Terms and Conditions and that the incorrect or incomplete description has caused any loss to the Consignor, is limited to the difference between a correct estimate and the assigned estimate for the lot, but under no circumstance in excess of 10,000,000 SEK. The limitation to 10,000,000 SEK is however not applied in relation to cataloguing errors caused intentionally or by gross negligence.

**7.4** In determining whether a catalogue description is substantially inaccurate or substantially incomplete, the estimate and origin of the lot shall be considered. The requirements of the catalogue descriptions are generally lower for cheaper lots and/or lots comprising of non-Swedish objects than for other lots.

**7.5** The determination of whether a catalogue description is substantially inaccurate or substantially incomplete shall be made based on the knowledge available in Sweden and on the consensus among professionals in Sweden at the time of the auction.

**7.6** Catalogue descriptions are not always conclusive. The scope of the descriptions may vary as to the different lots. The descriptions are generally more comprehensive for lots sold on the Important Sales and less comprehensive for lots sold on the Decorative Sales.

**7.7** The Consignor is obligated to review the catalogue descriptions of the lots, which were submitted by the Consignor, and immediately notify UAK in the event any description, in Consignor's view, is inaccurate or incomplete in any material respect.

**7.8** UAK decides in its sole discretion how a lot shall be exposed in relation to viewings and other marketing.

## **8. Estimate, Reserve Price and Recall**

**8.1** UAK sets the reserve price in consultation with the Consignor based on a conservative valuation. The estimate serves as guidance only. The final selling price may differ significantly, either upwards or downwards, from the estimate.

**8.2** The Consignor retains the right, but it is not obligated, to determine a minimum price below which the submitted lots may not be sold (the reserve price). Reserve prices are never made known to prospective buyer before the bidding process is

made public.

**8.3** In the context of Important Sales, the reserve price may not exceed the estimate (the lower estimate if a range is provided).

**8.4** On Decorative Sales, the reserve price may be assigned, as follows:

- Lots with an estimate less than 1,000 SEK may not be assigned a reserve price;
- Lots with an estimate no less than 1,000 SEK but not exceeding 2,999 SEK may be assigned a reserve price not exceeding 50 per cent of the estimate (the lower estimate if a range is provided);
- Lots with an estimate no less than 3,000 SEK may be assigned a reserve price that does not exceed 80 percent of the estimate (the lower estimate if a range is provided).

UAK may agree with the Consignor that other provisions for the reserve price than the ones specified shall apply for Decorative Sales, but the reserve price may not exceed the estimate (the lower estimate if a range is provided).

**8.5** UAK is entitled to sell a lot below the reserve price if the Consignor is compensated for the difference between the hammer price and the reserve price.

**8.6** Estimate and reserve prices are given in Swedish crowns (SEK).

**8.7** For guidance to bidders, some estimates may be listed in currencies other than SEK whereby a rounded approximate exchange rate may be used from the time the catalogues are printed.

## **9. Storage and Insurance**

**9.1** UAK shall handle the submitted lots with care and is further responsible for the safe custody of the lots.

**9.2** UAK is not responsible for the ordinary wear (including normal wear-and-tear associated with displaying and viewing) or for minor damages (such as damage to the glass and frames of paintings) or for natural changes in materials (such as paper discoloration or cracking of wood).

**9.3** For each lot, UAK's liability for consigned objects is the lower amount of either the estimate (the lower estimate if a range is provided), after subtracting the consignment commission and all other fees, or 10,000,000 SEK. Where the lot has been sold, the liability is limited to the lower amount of the hammer price, after subtracting the consignment

commission and all other fees, or 10,000,000 SEK. Where applicable, a special agreement may be reached for a higher liability amount.

**9.4** It follows from paras 15.3 and 15.7 that UAK's liability for storage and insurance of consigned lots ceases for all unsold lots that are not retrieved in due time by the Consignor. These provisions also apply, in accordance with paragraph 6.4, for lots withdrawn or revoked before they are offered for sale.

**9.5** UAK shall maintain insurance coverage for UAK's liability under paragraph 9.3. The insurance policy shall be written by an insurance company domiciled within the EU or EEA.

**9.6** UAK's responsibility for consignments is limited to what is stated in this section, as well as other sections, of these Terms and Conditions.

## **10. The Bidding Process**

**10.1** It is not permitted for the Consignor, whether on his or her own or by means of someone else, to manipulate the bidding process.

## **11. Consignment Fees**

**11.1** When selling at Important Sales, unless otherwise agreed, a consignment commission of 18.75 percent including VAT (15.00 percent excluding VAT) is applied on the hammer price, while also an image fee of 300-1,000 SEK including VAT (240-800 SEK excluding VAT) is added per lot.

**11.2** When selling at Decorate Sales, a consignment commission of 25.00 percent is applied including VAT (20.00 percent excluding VAT) on the hammer price. On Decorative Sales, an additional basic fee of 150 SEK including VAT per lot (120 SEK excluding VAT) will be applied for each sold lot.

**11.3** Value-added-tax (VAT) is payable on the commission and on fixed fees but not on the hammer price.

**11.4** The consignment commission and, where appropriate, the image fee or the base fee are to be paid by the Consignor.

**11.5** No consignment commission and, where appropriate image fee or base fee, are levied on recalled and unsold lots.

## **12. The Auction Results**

**12.1** The list of the final prices is published on the UAK website.

## **13. Accounting and Payment**

**13.1** Any statements and payments will be sent to

the Consignor at the latest 35 calendar days after the last auction day in the auction round when the lot was sold on the condition that UAK has received full payment for the lot from the buyer and that no complaint has been registered.

**13.2** All statements will be computed in Swedish crowns (SEK). The Consignor is responsible for any exchange fees and currency fluctuations.

**13.3** All payments shall be made to bank account assigned by to the Consignor. Such bank account must be with a bank within the EU or EEA or any other bank that UAK may approve at its discretion. The Consignor is responsible to ensure that any submitted account details are correct. UAK is not obligated to verify such information. Any bank fees associated with completing the payment shall be the responsibility of the Consignor. UAK does not accept any cash payments.

**13.4** UAK is not responsible for a buyer fulfilling his or her payment obligations. UAK is further not liable for any damages a late or non-payment may cause to the Consignor.

**13.5** UAK carries no obligation to the Consignor to commence legal action against a buyer so as to compel him or her to fulfil the payment obligation or to obtain compensation for any damages that a late or non-payment may could cause to the Consignor. Any such measures would require a special agreement between UAK and the Consignor.

**13.6** Where a recalcitrant buyer pays interest on an overdue payment, UAK shall account for such interest to the Consignor, following the withdrawal of reasonable costs associated with any extra work and expenses that the late payment may have caused UAK.

**13.7** If the buyer has not completed a payment, UAK has the right, at its discretion, to either resell the lot with the same estimate and reserve price and with the same conditions of sale at the next auction (same or other type), or without trying to resell, to terminate the consignment. If a resale under this section shall not result in a sale, the consignment shall cease.

**13.8** No consignment commission and, where appropriate image fee or basic fee, shall be charged if the buyer does not pay. Unless otherwise agreed in connection with the consignment, return transportation from UAK to the Consignor is at the expense and risk of the Consignor.

## **14. Liability for Defects**

**14.1** The buyer of a submitted lot may assert liability for defects regarding the lot, to the extent provided by UAK's General Terms and Conditions for Byers and applicable law. The buyer may, as a result, in some cases require that the purchase of a lot be cancelled, or claim damages or, where applicable, require that the object be repaired.

**14.2** If the buyer of a lot demands that a purchase be cancelled, UAK is entitled to decide if the cancellation shall be accepted. UAK shall, in this context, reasonably account for the interest of the Consignor. If the purchase is cancelled, UAK has the right, but is not obligated, to resell the lot on behalf of the Consignor, as provided in paragraph 13.7.

**14.3** If UAK becomes liable for any defects regarding a lot sold, UAK is entitled to seek reimbursement from the Consignor until two years from the last auction day of the auction round where the lot was sold. If the Consignor knew or should have known about the defect, UAK is entitled to claim reimbursement from the Consignor until ten years from the last auction day of the auction round where the lot was sold.

## **15. Recalled Lots**

### *Important Sales*

**15.1** Lots that have been offered on an Important Sale and were not sold at the auction must be retrieved by the Consignor within 15 calendar days from the last auction day of the auction round where the lot was offered for sale, unless otherwise agreed.

**15.2** If a lot is not retrieved within the prescribed time, a storage fee of 50 SEK including VAT (40 SEK excluding VAT) will be charged for each calendar day that the lot is not retrieved. For furniture and other bulky lots, a double storage fee is charged. Alternatively, UAK retains the right to send lots not picked up on time to any forwarding company for storage. The Consignor shall then be liable to pay the actual costs charged by the forwarding company. In addition, the rules in the Swedish Act (1985:982) on the merchant's right to sell goods which have not been retrieved shall be applied.

**15.3** For unsold lots that are not retrieved in due time by the Consignor, UAK retains no liability in relation to storage and insurance. All such objects are consequently stored thereafter at the Consignor's risk.

### *Decorative Sales*

**15.4** Lots that have been offered on a Decorative Sale and were not sold must be retrieved by the Consignor within 10 calendar days from the last auction day of the auction round where the lot was offered for sale.

**15.5** If the lot is not retrieved within the prescribed period, it will automatically be offered for sale at the next Decorative Sale with an estimate and reserve price adjusted by UAK. Such resale will be attempted not more than three times. Normally a lot for resale is set with half the reserved price.

**15.6** If the lot is not retrieved by the Consignor within the prescribed 10 calendar days from the last auction day in the auction round when the lot was finally offered for sale (i.e. normally the fourth auction round) UAK is entitled to proceed with the lot in any of the following ways:

- Sell the lot at an upcoming Quality Online Auction to the highest bidder without applying any reserve price.
- Store the lot, on behalf of the Consignor, either in-house or through any forwarding company. If the lot is stored in-house, a storage fee of 50 SEK including VAT (40 SEK excluding VAT) will be applied for each calendar day that the lot is not retrieved. For furniture and other bulky lots, a double storage fee will be charged. If storage is undertaken by a forwarding company, the Consignor shall be liable to pay the actual costs charged by the forwarding company.
- Donate the lot to charity

In addition, the rules in the Swedish Act (1985:982) on merchant's right to sell goods which have not been retrieved shall be applied.

**15.7** For unsold lots that are not retrieved in due time by the Consignor, UAK retains no liability for storage and insurance. All such objects are consequently stored thereafter at the Consignor's risk.

### *General provisions*

**15.8** A lot that was offered without a reserve price and has not been sold is not to be resold.

**15.9** Return transportation of recalled and unsold lots, from UAK to the Consignor, is at Consignor's own expense and risk. UAK is under no obligation to return a recalled or unsold lot to any other person or entity than the Consignor.

### **16. Set-offs etc.**

**16.1** If the Consignor has an outstanding debt with UAK, UAK retains the right to set off the debt against any received payment for sold lots. UAK is also entitled to include recalled, unsold and purchased lots as collateral for the Consignor's payment and also sell such items to cover any outstanding sums. UAK's General Terms and Conditions for Sellers shall be applied for such sales, provided that UAK retains the right, at its discretion, to determine the auction format, estimate and whether the object is to receive a reserve price or not. In addition, the rules in the Swedish Act (1985:982) on merchant's right to sell goods which have not been retrieved shall be applied.

### **17. Force majeure**

**17.1** UAK is not responsible for damages caused by circumstances that UAK had not known or could not have not foreseen, for example such as changes in legislation, government action, currency restrictions, war or terrorist acts, extreme weather, fire or other accidents, errors in transmission or networks, shortages of transportation, general shortage of goods, lockouts, strikes, boycotts and blockades or other similar circumstances. These provisions apply regardless of whether the failure occurs in Sweden or abroad. In respect to strikes, lockouts, boycotts and blockades, the reservation applies even if UAK has taken, or is subject to, such actions. To relieve UAK from its obligations, the circumstances should prevent or significantly hinder UAK meeting its obligations in a timely manner.

**17.2** If UAK's performance of certain obligations is delayed by more than 180 calendar days due to a force majeure, as prescribed in the prior paragraph, the Consignor may cancel the current purchase without liability. The termination must be in writing. Upon such termination, neither UAK nor the Consignor is entitled to compensation from the other party.

### **18. Rights to Photographs**

**18.1** UAK ordinarily photographs the auctioned lots. UAK retains the right to reproduce, without the permission of or compensation to the Consignor, such representation of sold lots in its promotional materials or in any other context it deems fits and it may further disclose the price at which such lots were sold.

### **19. Video and Audio Recording**

**19.1** UAK retains the right to conduct audio or

video recordings on its display facilities and auction premises. Such video and audio recordings may only be used in relation to disputes or criminal investigation.

## **20. Treatment of Personal Information and Signing of Documents**

**20.1** Any personal information that is submitted by the Consignor to UAK may be used by UAK in the administration and fulfilment of UAK's obligations whether in relation to the Bidder, other customers, the auction business of UAK in general or to fulfil any such obligations required by law. Personal data may be used by UAK for market or customer analysis, for statistics purposes and for marketing functions, such as sending newsletters and invitations to events. For the purposes thus specified, personal data may be shared with third parties, however only to the extent necessary in the individual case. Personal data may be supplemented with information obtained from public and private sources. Those wishing to correct or receive information about their personal data processed by UAK or to request that the personal information is not used for marketing purposes may so request of UAK in writing.

**20.2** Signing of documents may be executed, either in the traditional way by wet ink or, if so approved by UAK, by secure electronic signing (BankID or similar device). As an exception UAK may also consent to a confirmatory e-mail letter sent by the Bidder as a substitute for signing a document. In such case the confirmatory e-mail will have the same legal effect as the Bidder's signature to the document.

## **21. Confidentiality**

**21.1** UAK undertakes to retain and treat the Consignor's personal and business information in a confidential manner and only to disclose such information to third-parties in relation to criminal investigation or as required by law.

## **22. Consumer Protection Legislation**

**22.1** To the extent that mandatory Swedish consumer protection legislation contains conditions that are more onerous to the Consignor than these Terms and Conditions, the conditions of the mandatory legislation apply instead, provided that the Bidder acted as a consumer.

## **23. Code of Ethics**

**23.1** In addition to these Terms and Conditions, UAK

shall apply the ethical rules that are promulgated from time to time by the Swedish Association of Auctioneers. These rules are available on [www.auktionsforeningen.se](http://www.auktionsforeningen.se).

## **24. Language**

**24.1** These Terms and Conditions are available in Swedish and English. In the event of any discord between these, the Swedish version shall prevail.

## **25. Modification of Terms and Conditions**

**25.1** Any individual changes or additions to these Terms and Conditions are only valid if they are confirmed by UAK in writing.

**25.2** UAK may modify these Terms and Conditions at any time. Amendment will be published on the UAK website and shall enter into effect immediately. For consignments previously finally agreed the Terms and Conditions as of the date when the consignment was agreed in writing shall continue to apply.

**25.3** It is the responsibility of the Consignor to keep him or herself updated about the current applicable version of these Terms and Conditions.

## **26. Dispute Resolution and Applicable Law**

**26.1** Any disputes shall be settled in accordance with Swedish law by the District Court of Uppsala

**26.2** To the extent that Swedish law permits, UAK retains the right to determine that a dispute, instead of being taken to court, shall be settled by arbitration pursuant to the following arbitration clause:

Any dispute, controversy or claim arising out of or in connection with these standard Terms and Conditions and any individual alterations or additions thereto, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with The Swedish Arbitration Act (SFS 1999:116). The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be Swedish. In assessing whether there are reasons to refer a dispute to arbitration, UAK shall consider inter alia the amount in dispute, the complexity of the dispute, the need for a quick and confidential procedure and any other good reasons. UAK undertakes to exercise its rights under this paragraph reasonably.

## **Entry into Force**

These Terms and Conditions shall apply to all consignments agreed after 17 April 2017.

© Uppsala Auktionskammare

