



UPPSALA  
**AUKTIONENS**  
KAMMARE

**Uppsala Auktionskammare**  
**Terms and Conditions for Buyers**  
as of 8 April 2019

## **1. Terms and Conditions**

**1.1** These Terms and Conditions are standard conditions between a bidder (“the Bidder”) 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.uppsalaauktion.se](http://www.uppsalaauktion.se)) and in the printed auction catalogs of UAK.

## **2. Registration**

**2.1** To participate in an auction, the Bidder must be registered with UAK. Registration may be completed in one of the UAK offices or at [www.uppsalaauktion.se](http://www.uppsalaauktion.se).

**2.2** The Bidder shall prove his or her identity in connection with the registration process. The information provided by the Bidder in the registration process must be accurate and complete. The Bidder shall promptly notify UAK in writing of any subsequent changes in his or her registration information.

**2.3** UAK is in its discretion entitled to require that the Bidder, to be allowed to bid at a specific auction, generally or for a specific item or specific items, deposits an amount stipulated by UAK in accordance with a procedure assigned by UAK. If the Bidder is the successful bidder and does not pursue his or her purchase, the Bidder accepts that the deposit is forfeited to UAK as standardized damages, without the right to any deduction for the Bidder. If UAK’s loss in consequence of the non-pursuing of the purchase by the Bidder substantially exceeds the deposit, UAK is entitled to claim the difference from the Bidder. If the Bidder is not successful in the bidding that the deposit is related to, UAK shall as soon as possible return the deposit to the Bidder, provided that the Bidder is not indebted to UAK for any other reason.

**2.4** Registration is conditional on the Bidder agreeing to these Terms and Conditions.

**2.5** The Bidder acknowledges that before and/or after the registration, UAK may conduct a credit review (or equivalent) of the Bidder.

**2.6** UAK is entitled, at its discretion and without providing reasons, to refuse registration and, where applicable, to deregister the Bidder with immediate effect or with a date to follow. In the event of deregistration, these general Terms and Conditions shall continue to apply to any bids that have already been submitted and purchases that have already been made.

## **3. Sales Are Made on Commission**

**3.1** All lots are sold on commission. Occasionally, UAK may sell lots in auctions for its own account in the few instances where UAK has come to be the owner of such lots while acting within the ordinary framework of its auction business, for example, after a sale has been cancelled.

## **4. ”As Is” Sales and Bidder’s Duties**

**4.1** All lots are second-hand and sold as is.

**4.2** Since the lots are sold as is, the Bidder has a duty to conduct a thorough and extensive examination.

**4.3** Considering the duty to examine, the Bidder shall

determine the state and condition of the lot by means of a careful examination that shall be conducted prior to the auction. UAK shall not carry any liability in the event the Bidder neglected his or her duty to examine and UAK is further relieved from any liability for such things, matters or issues that the Bidder should have discovered upon fulfilling his or her duty to examine.

## **5. Description of Lots**

**5.1** Catalogue descriptions are made with care, but UAK is not responsible for any incorrect or incomplete catalog descriptions unless such inaccurate or incomplete information is substantial.

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

**5.3** The determination of whether a catalog 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.

**5.4** 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.

**5.5** If the catalog includes information in relation to inter alia authorship, authenticity, age, technique, provenance and condition of the lot, such information is intended only as general information and establishes the basis for the Bidder’s own examination and assessment of the lot.

**5.6** Where a catalog description exists in different languages and there is a discord between these, the Swedish version shall prevail.

## **6. Amending and Supplementing the Description of Lots**

**6.1** UAK retains the right to amend and supplement a catalog description before the auction. Any changes or additions will be published on the UAK website. The Bidder is obligated to take notice of any such new information. UAK carries no liability for the Bidder neglecting the duty to do so.

## **7. Condition Reports**

**7.1** UAK may, but is not obligated, to provide, upon the Bidder’s request, a separate written condition report about the general conditions of a lot including any damages, repairs or similar information. The information in such a report shall be regarded in the same manner as the information in the catalog description: it is intended for the sole purpose of presenting the Bidder with the opportunity to undertake his or her own examination and appraisal of the lot. The condition report does not consequently relieve the Bidder from his or her own duty to conduct an examination. The liability of UAK for the information included in the condition report is thereby limited to the same extent as for incorrect or incomplete catalog information.

## 8. Liability for Defects

8.1 Since all lots are sold as is and since the Bidder carries the duty to examine the lots, UAK's liability for any defects (damage, imperfections or such) of the lots is limited only to substantial errors found in the catalog descriptions. With the exceptions that derive from the following paragraphs in this section, UAK is also liable for defects of lots related to UAK's intentional errors and errors caused by gross negligence.

8.2 The aforementioned provisions entail that UAK is not responsible for the ordinary wear-and-tear or for minor damages and imperfections, such as canvas hoisting, condition of frames, natural changes in materials, including but not limited to paper discoloration and cracking of wood, even when these conditions are not shown in the catalog description of a lot. Such defects are not grounds for any claims.

8.3 Illustrations in catalogs, on the UAK website, or in condition reports are for identification purposes only, and UAK is not liable or responsible in the event that any damages, imperfections or such could not be identified in these images.

8.4 Clocks, clockwork and mechanical or electrical lots are sold as art objects and UAK is not responsible for such objects operating as timepieces or otherwise in any technical manner.

8.5 UAK shall never be liable for information concerning any lots that may be provided orally.

8.6 UAK's liability for any defects of the lots applies only in relation to the consignor and the buyer of the lot. UAK has no liability in relation to any third parties.

## 9. Claims, Limitation of Liability

9.1 Any defects shall always be made known to UAK immediately after the buyer has noticed or should have noticed the defect, and in any event within 14 calendar days from the auction date. Objections concerning the originator of the work may be made up to two years from the day of the auction.

9.2 All complaints shall be made in writing.

9.3 If the specified deadlines for submitting a complaint are not observed, the buyer is not entitled to seek relief for any such defects.

9.4 UAK has the right, at its own cost, to rectify any errors or defects in the lots sold for which UAK is responsible, including allowing for the repair of damaged lots. If the value of a lot is subsequently lower than it would have been if the error or defect had not been present, the buyer is further entitled to an equitable reduction in price.

9.5 Where substantial damages are present for which UAK is responsible, the buyer has the right to cancel the purchase.

9.6 If UAK has the right to correct the errors or omissions by repairing the actual lots and/or to reduce the price, UAK (but not the buyer, if it does not involve a substantial error or omission) may instead choose to cancel the purchase.

9.7 UAK's liability for defects shall always be limited to at most, and only upon the recovery of the lot, the refund of the hammer price plus commission, VAT and any resale rights. The buyer is not entitled to further compensation.

UAK is thus not responsible for any indirect damages that the buyer may have suffered.

## 10. Estimate and Reserve Price

10.1 The estimate of a lot is based on a conservative valuation completed by UAK. The estimate serves as guidance only. The final hammer price may differ significantly, either upwards or downwards, from the estimate.

10.2 All estimates are made in Swedish crowns (SEK).

10.3 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 or published.

10.4 The lots that are auctioned receive a reserve price. Reserve prices are never made known to prospective buyers before the bidding is made public. Reserve prices do not exceed the estimates (lower estimate if a range is provided). Lots are not to be sold below the reserve price.

## 11. General Conditions for Bidding

11.1 A submitted bid is binding on the Bidder.

11.2 A submitted bid may not be withdrawn unless explicitly provided by these Terms and Conditions, as observed in paragraphs 13.5 and 14.7-8.

11.3 All bidding is done in Swedish crowns (SEK).

11.4 The Bidder is required to be registered and to prove his or her identity with UAK.

11.5 UAK retains the right to require the Bidder to provide security or to provide references, which shall be deemed acceptable at the discretion of UAK. UAK also retains the right to determine an upper limit on the Bidder's total purchase.

11.6 UAK retains the right, without providing reasons, to refuse the Bidder to participate in the bidding and, where appropriate, to expel the Bidder from UAK's premises.

11.7 With identical bids, the first bid receives priority.

11.8 The auctioneer (the announcer) decides which sum shall determine that a bid is a new bid. This determination is done with regard to the price level in the ongoing bidding process.

11.9 The winning buyer of a lot is the bidder who submits the highest bid. This bidder enters into a binding contract to purchase the actual lot.

11.10 In the event of identical bids, uncertain bidding or disputes related to an ongoing bidding, the auctioneer shall decide which bid shall be given priority to effectuate a purchase or whether the bidding shall be reopened.

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

11.12 The decision of UAK and/or the auctioneer, under this section 11, is without appeal and carries no liability even if it were to cause the Bidder damages.

**11.13** Bids may be submitted as follows in relation to the type of auction that occur:

	<b>Important Sales</b>	<b>Decorative Sales</b>
In-person bids in the auction hall	Yes	Yes
Written absentee bids that are submitted in person or that are sent by fax, e-mail or regular mail	Yes	No
Internet bids submitted before the hammer auction begins	Yes	Yes*
Internet bid in real time during the auction	Yes	Yes
Telephone bids	Yes	Yes

\*NB: Internet bids submitted before the hammer auction begins may not be revoked on the Decorative Sales

**11.14** In addition to these general bidding conditions, as prescribed by this Section 11, specific conditions for different forms of bids shall apply, as set out in sections 12 through 16.

**12. Specifics about In-person Bidding in the Auction Hall**

**12.1** In-person bidding in the auction hall may take place both at the Important Sales and at the Decorative Sales.

**12.2** A bidder who wishes to bid in the auction hall shall apply for an auction paddle with a unique bidding number before the auction begins.

**12.3** A bid is submitted by the Bidder when he or she clearly holds up his or her auction paddle, or when such bid is made with any other clear sign or with a clear voice. The winning bidder shall always display his or her auction paddle for proper registration of the purchase after the hammer has struck.

**12.4** A bid delivered in the auction hall is binding and irrevocable until a possibly higher bid has been submitted.

**13. Specifics about Bidding by Written Absentee Notice**

**13.1** Written absentee bids may be received for the Important Sales but not for the Decorative Sales.

**13.2** Written absentee bids may be submitted in person to UAK or sent via fax, e-mail or regular mail.

**13.3** Written absentee bids shall be submitted to UAK at the latest two hours before the start of the auction that includes the actual lot.

**13.4** When a Bidder has submitted a written absentee bid, UAK will bid on behalf of the Bidder in the most favorable manner possible, up to the maximum bid.

**13.5** A written absentee bid may be withdrawn no later than three hours before the start of the auction that includes the actual lot. Any withdrawal must be in writing.

**13.6** The Bidder is responsible for purchases that may result from a written absentee bid being unclear or incorrect, from any written errors or for any other reasons. In the event of an inconsistency among various specifications in a written absentee bid, the reference to an auction number receives precedence over other specifications and UAK is entitled to assume that the auction number is listed correctly without checking with the Bidder.

**13.7** The submission and the possible revocation of a written absentee bid is made at the Bidder's own risk and UAK is not responsible for any delays resulting from errors, delays or inadequacies in telecommunications transmission, delivery

by post or any other technical disruptions. Neither is UAK responsible for any damages that may occur if UAK neglects to execute a written absentee bid. Anyone who surely wants to participate in an auction is therefore invited to attend the auction in-person in the auction hall.

**14. Specifics about Internet Bids Submitted Before the Hammer Auction Begins**

**14.1** Before the hammer auction begins, absentee bidding via Internet may be received both for the Important Sales and for the Decorative Sales. Different rules apply, however, for bids made at the different types of auctions, as explained below, including that Internet bids may not be revoked in the context of the Decorative Sales.

**14.2** Absentee bidding via the Internet requires that the Bidder has an Internet customer account registered with UAK. Applications for Internet customer account must be made well in advance of the actual auction.

**14.3** Absentee bidding via the Internet must be submitted to UAK no later than two hours before the hammer auction that includes the actual lot is scheduled to begin.

**14.4** UAK will confirm by e-mail the receipt of absentee bids submitted via the Internet.

**14.5** When a Bidder submits an absentee bid via the Internet, UAK will bid on behalf of the Bidder in the most favorable manner possible, up to the maximum bid.

**14.6** On the Decorative Sales (but not on the Important Sales), the bidding is reported on the UAK website also ahead of the auction transferring to a hammer auction without the apparent identity of the bidder and without the maximum bid submitted being disclosed. The Bidder who has the highest Internet bid at the time when a Decorative Sale turns into a traditional hammer auction shall procure the lot if no higher bid is submitted in the auction hall, through the Internet in real time, or via telephone. During the hammer part of the auction, absentee bids previously received via the Internet will be monitored in the same manner, up to the specified maximum bid, as bids received in connection with the Important Sales.

**14.7** An absentee bid via the Internet that relates to an Important Sale may be withdrawn no later than three hours before the start of the auction that includes the actual lot. Any revocation must be made via the Internet.

**14.8** Since the Decorative Sales are conducted as open auctions where incoming bids are continuously presented, any bid submitted via the Internet in relation to such auctions

may not be withdrawn and is therefore non-revocable.

**14.9** The Bidder is responsible for purchases that are completed by means of an absentee bid via the Internet, even when such purchases are the result of a bid being unclear or incorrect due to errors in writing or for any other reasons.

**14.10** The submission of absentee bids via the Internet and any possible withdrawal of such bids (where withdrawal is allowed according to the aforementioned terms) shall be made at the Bidder's own risk and UAK is not responsible for any delays resulting from errors, delays, or inadequacies in telecommunications transmission, delivery by post or any other technical disruptions. Neither is UAK responsible for any damages that may occur if UAK neglects to execute an absentee bid via the Internet. Anyone who surely wants to participate in an auction is therefore invited to attend the auction in-person in the auction hall.

#### **15. Specifics about Internet Bidding in Real Time During a Hammer Auction**

**15.1** Internet bidding in real-time during a hammer auction may be made both for the Important Sales and for the Decorative Sales.

**15.2** Bidding via the Internet in real time entails that the Bidder participates in the auction during real time via the Internet.

**15.3** Bids via the Internet in real time require that the Bidder has an Internet customer account registered with UAK. Application for Internet customer account must be made well in advance of the actual auction.

**15.4** Bids via the Internet in real time are binding and irrevocable until a possibly higher bid has been submitted.

**15.5** The Bidder is responsible for purchases that are completed by means of a bid which is linked to the Bidder's log in real time, even when such bid, for example, has been given by mistake.

**15.6** Bidding via the Internet in real time shall take place at Bidder's own risk and UAK is not responsible for any delays resulting from errors, delays or inadequacies in telecommunications transmission, delivery by post or any other technical disruptions. Anyone who surely wants to participate in an auction is therefore invited to attend the auction in-person in the auction hall.

#### **16. Specifics about Telephone Bids**

**16.1** Telephone bids may be made both for the Important Sales and for the Decorative Sales.

**16.2** Bidding by telephone means that the Bidder participates in the auction in real time by telephone.

**16.3** Bidding by telephone assumes that the Bidder informs UAK of his or her intent to participate in this manner, at the latest by 18:00 (Swedish time) the day before the actual auction day, while additionally UAK has the capacity to receive the telephone call by means of an available telephone line.

**16.4** A Bidder who applies to participate by telephone shall indicate, in his or her application, the lots on which the Bidder wants to bid over the telephone and the telephone number where the Bidder wishes to be called during the

auction. UAK shall confirm by e-mail a Bidder's registration to telephone bidding.

**16.5** A person who applies to bid by telephone commits to bid at least the estimate (lower estimate if a range is provided) for the lots that the Bidder stated in the application.

**16.6** Bids submitted by telephone are binding and irrevocable until a possibly higher bid has been submitted.

**16.7** The Bidder is responsible for purchases that are completed as a result of an unclear or incorrect telephone bid.

**16.8** Telephone bidding shall be conducted on the Bidder's own risk and UAK is not responsible for interruptions, delays or other disruptions in telecommunications transmission or any other technical problems that prevent or hinder bidding. UAK is not liable for damages that may occur if UAK omits to call up a Bidder who signed up to participate by telephone bidding. Anyone who surely wants to participate in an auction is therefore invited to attend the auction in-person in the auction hall.

**16.9** During a phone bidding process, UAK retains the right to record calls for documentation purposes.

#### **17. Purchase Transfers**

**17.1** Purchase transfers or other assignments regarding a person other than the winning Bidder are not permitted.

#### **18. Purchasing Fees**

**18.1** When buying at the Important Sales, a bidder commission of 22,5 percent including VAT (18.0 percent excluding VAT) is added to the hammer price.

**18.2** When buying at the Decorative Sales, a bidder commission of 22,5 percent including VAT (18.0 percent excluding VAT) is added on the hammer price. On the Decorative Sales, an additional fixed fee of 50 SEK including VAT (40 SEK excluding VAT) will be applied for every lot sold at the auction.

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

**18.4** On the lots submitted from outside the EU, an additionally import VAT of currently 12,0 percent applies. Lots on which this fee is applied are marked on the UAK website.

**18.5** For lots that are protected by copyright law (usually this includes glass, prints, ceramics, paintings, furniture, silver and textiles, but not objects produced in more than a limited number of copies), the rules on compensation for resale rights as found in sections 26 n – 26 p of the Swedish Law (1960:729) on Copyright in Literary and Artistic Works (the so-called Droit de suite or the resale rights) will apply. Compensation is payable up to a maximum of five percent and is charged for lots sold during the originator's lifetime or 70 years thereafter. Compensation is not payable on sales where the hammer price is less than five percent of "prisbasbeloppet" (currently 2 325 SEK). Lots subject to resale rights are marked in the auction catalogs with the letter "D".

**18.6** The Bidder's commission fee and, where appropriate the fixed fee and/or the fee related to resale rights along with the applicable VAT shall be paid by the buyer.

## **19. Auction Results**

**19.1** The Bidder is required to verify if any submitted bid resulted in a purchase.

**19.2** After the auction, the buyer will receive a written confirmation by e-mail or post about any successful purchase.

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

## **20. Payment**

**20.1** All payments shall be made in Swedish crowns (SEK). The buyer is responsible for any exchange fees and currency fluctuations.

**20.2** Full payment of auction lots shall be provided to UAK no later than ten calendar days after the last auction day of the auction round where the lot was sold.

**20.3** Payment shall be made either by deposit in the UAK bank-giro account, plus-giro account or bank account or by Swedish bank card or by some major credit cards. When paying by card, the credit-card transaction fee levied by the credit card company (up to 2,5 % of the total) will be added. UAK does not accept cash payments.

## **21. Non-Payment**

**21.1** If full payment is not received on time, UAK will charge interest at 24 percent per annum on any outstanding amount. UAK also retains the right to charge a late-payment fee, in accordance with Swedish Regulation (1981:1057) for the compensation of debt recovery costs. UAK is additionally entitled to compensation for reasonable expenses resulting from debt collection and the performance of any other legal services in connection to proving and enforcing the claim and the recovering thereof.

**21.2** In case of non-payment, UAK may also exercise at its discretion its rights by either immediately or at a later time cancel the sale and claim compensation for damages (including reimbursement of reasonable legal expenses) or without special notification to the buyer sell, on its own or by external means, on the buyer's behalf the lot in question whether in the course of an auction or as otherwise deemed fit. If such event occurs, UAK alone may determine the estimate and reserve price to be applied, including the option that no reserve price shall be applied. When exercising its rights, UAK shall act reasonably and provide reasonable attention to the buyer's interests in relation to the sale. If a lot is sold in this manner, UAK shall retain payment of outstanding claims and the costs of the sale from the purchase price. Any excess amount shall be paid to the buyer. If the sale price is insufficient to cover UAK's debts and selling costs, the buyer is obligated to pay the difference therein.

## **22. Retrieval**

**22.1** The buyer must retrieve the auctioned lots no later than ten calendar days after the last auction day of the auction round when the lot was sold. No lots may however be retrieved before full payment has been provided to UAK. If UAK as an exception allows an auction lot to be retrieved before full payment has been received by UAK, UAK retains the full title of the lot until full payment for the lot has been

received by UAK.

**22.2** If a lot is not retrieved within the prescribed period, UAK will charge a storage fee of 50 SEK including VAT (40 SEK excluding VAT) for each calendar day that the lot is not retrieved. For furniture and other bulky lots, a double storage fee will be charged. Alternatively, UAK retains the right to send lots not picked up on time to a forwarding company for storage. The buyer 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 merchant's right to sell goods which have not been retrieved shall be applied.

**22.3** UAK also retains the right to sell, on its own or by external means, at auction or otherwise, a lot that is not picked up within 30 calendar days from the last auction day of the auction round where the lot is sold. At such sale, the relevant paragraphs concerning "non-payment" from section 21 shall apply.

**22.4** UAK's liability for sold lots is limited to the lowest of the hammered price together with the bidder commission with additions and 10 000 000 SEK per lot. For lots that are not retrieved in due time, UAK carries no liability after the ten-day collection period. Consequently, any auction lot that is not collected in due time will be stored at the buyer's risk.

**22.5** The transportation of auction lots from the UAK premises to the buyer shall be paid by the buyer. It is the responsibility of the buyer to arrange such transportation whether by him or herself or with the help of a third-party. UAK may assist with arranging transportation but it assumes no responsibility for the performance of any transportation services. The risk associated with a purchased lot transfers to the buyer when the lot is transferred out of the UAK premises, if the transfer of risk has not already passed to the buyer under article 22.4. The buyer is consequently advised to ensure that any transportation service is adequately insured. If UAK undertakes in exceptional circumstances to execute the transportation of a lot to the buyer such transportation shall be at the buyer's risk.

## **23. Force Majeure**

**23.1** UAK is not responsible for damages caused by circumstances that UAK had not known or could not have 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.

**23.2** 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 buyer may cancel the current purchase without liability. The termination must be in writing. Upon such termination, neither UAK nor the buyer is entitled to compensation from the other party.

## 24. Rights to Photographs

24.1 UAK ordinarily photographs the auctioned lots. UAK retains the right to reproduce, without the permission of or compensation to the buyer, 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.

## 25. Video and Audio Recording

25.1 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.

## 26. Signing of Documents

26.1 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).

## 27. Treatment of Personal Information

27.1 UAK's treatment of Personal Information is regulated by the EU General Data Protection Regulation<sup>1</sup>.

27.2 Any personal information that is submitted by the Bidder to UAK may be used by UAK in the administration and fulfilment of UAK's contractual obligations whether in relation to the buyer, other customers, the auction business of UAK in general or to fulfil any such obligations required by law (for example disclosure requirements under tax law) or to fulfill obligations of public interest (for example cultural history documentation including provenance information, criminal investigations etc.). Personal data that is submitted by the Bidder to UAK may be used by UAK for market or customer analysis, for statistics purposes and for marketing, 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 specific case. UAK doesn't sell or in any other way share any personal information with third parties for third parties' marketing. UAK neither use any personal information for the purpose of general marketing by telephone. Personal information may be shared with an external dispatcher in order for the dispatcher to act as required by these Terms and Conditions, however only to the extent necessary in the specific case.

27.3 The Bidder agrees to the treatment of personal information as set out in these Terms and Conditions. The Bidder also agrees that personal data collected from the Bidder may be supplemented with information obtained from public and private sources.

27.4 For UAK to fulfil obligations required by public interest, personal information that is submitted by the Bidder to UAK may be saved for more than ten years.

27.5 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

<sup>1</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

purposes may request this in writing free of charge to the following address: Uppsala Auktionskammare, Attention Personuppgiftsansvarig, Box 184, 751 04 Uppsala.

27.6 In addition to what's been stated in this paragraph, UAK applies a specific data protection policy. This policy is available at [www.upsalaauktion.se](http://www.upsalaauktion.se). In the event of any conflict between these Terms and Conditions and the data protection policy, this Terms and Conditions shall apply.

## 28. Confidentiality

28.1 UAK undertakes to retain and treat a Bidder'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.

## 29. Consumer Protection Legislation

29.1 To the extent that mandatory Swedish consumer protection legislation such as the Consumer Sales Act (1990:932), contains conditions that are more onerous to the Bidder than these Terms and Conditions, the conditions of the mandatory legislation apply instead, provided that the Bidder acted as a consumer.

## 30. Code of Ethics

30.1 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 at [www.auktionsforeningen.se](http://www.auktionsforeningen.se).

## 31. Language

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

## 32. Modification of Terms and Conditions

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

32.2 UAK may modify these Terms and Conditions at any time. An amendment shall enter into effect 30 calendar days after it has been published on the UAK website and it shall apply to bids submitted after the effective date.

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

## 33. Dispute Resolution and Applicable Law

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

33.2 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 auctions that are held after 7 April 2019.

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#### **Export Permits**

According to the Swedish Law (1988:950) concerning cultural heritage etc., permits are required for the export of some older Swedish and foreign cultural goods from Sweden. For exports to countries outside the EU, it may also be necessary to obtain a permit under Council Regulation (EC) No 116/2009 on the export of cultural goods. Applications should be filed with the Swedish National Heritage Board, PO Box 5405, SE-114 84 Stockholm. UAK will provide the legislative text and the application forms. Further information can be obtained directly from the Swedish National Heritage Board (Riksantikvarieämbetet). Such information is also available on the National Heritage Board's website [www.raa.se](http://www.raa.se).

Whoever takes artifacts out of Sweden is responsible for applying and obtaining any necessary permits. UAK does not accept any liability in this respect. The export of cultural goods without a permit is a violation of the Swedish Act (2000:1225) on Penalties for Smuggling and, if the offense is deemed serious, may lead to a sentence of up to six years in prison. Cultural objects taken illegally out of the country may also be forfeited to the Swedish Crown.

Certain licensing authorities may determine, by means of prior assessments of the lots to be sold in some auctions, which lots may be subject to an export ban if a permit or license is thereby sought. Such determination is to be interpreted as an act of service and is not binding on the respective authorities. Export permits must consequently be sought for all artifacts that require permits to be taken out of the country regardless of whether they have been assigned a prior assessment or not. Permits must therefore also be sought for objects that have not been assigned any preliminary export ban because of a prior assessment.

Although any prior assessments completed by licensing authorities are not binding, the Bidder should nonetheless inform himself or herself of any prior assessments that the licensing authorities have conducted. Any preliminary assessments will be reported on the UAK website after UAK has received the information from the licensing authorities; with due regard that UAK may sometimes receive such information late.

