

Auction Terms and Conditions

I. GENERAL TERMS AND CONITIONS OF THE AUCTION

1. Debiut Ambasador Marki Mlodych Artystow Ltd., hereafter referred to as: **damma**, is the organizer of the auction.
2. The objects of the auction, artwork or other collectibles, are either the property of **damma** or are held on consignment.
3. The auction is open.

II. SIGNATURES, DATES, TITLES, SUBTITLES

The cataloguing of all of the lots is based on ,identified by damma, signatures left presumably by the artists themselves.

III. CERTIFICATES

1. Each lot has a certificate of authenticity issued by **damma**.
2. Some of the lots might have a certificate issued by any other third natural or legal person.

IV. PRICE

1. Each lot has a starting price listed in the auction catalog.
2. To the hammer price of each lot the following fees are added :
 - a. the organizational fee of 20%,
 - b. „droit de suite” of 5%, based on the Act of Copyright,
 - c. the fees listed above, in point 2a and 2b also apply to post-auction sales of lots not sold at the particular auction.

V. ESTIMATE

For each lot **damma** sets a starting price corresponding to a part of the estimate price.

VI. PAYMENT, TRANSFERRING OF THE OWNERSHIP

1. The Buyer is obliged to pay for the auction lot no later than by the 3rd working day following the date of the auction.
2. The ownership of the lot transfers to the Buyer when the full payment of the purchase price with fees has been received on **damma's** account: PL 84 1090 2590 0000 0001 3714 0383.
3. **damma** has the right to waive from the Agreement of Sale of the Buyer fails to pay the full purchase price with fees within 14 days following the date of the auction. The waive shall be in writing.

VII. COLLECTION OF THE LOT

1. The collection of the lot can only take place after the ownership has been transferred to the Buyer.

2. The Buyer is obliged to collect the lot promptly within 14 days following the date of the auction, subject to the condition set out in the 1st paragraph, from **damma** headquarters by prior contacting **damma** for a specific date.
3. **damma** will charge the Buyer the default interest and the storage fee starting the 15th day following the date of the auction (pt. VIII.7)
4. The storage fee consist of two variables (a+b).
 - (a)
 - 1euro for each day of default for storage of an item sizing up to 50 x 50 x 5 cm
 - 2euro for each day of default for storage of an item sizing up to 100 x 100 x 10 cm
 - 3euro for each day of default for storage of an item bigger than the sizes listed above
 - (b)
 - 1euro for each day of default of an item valued up to 500euro
 - 2euro for each day of default of an item valued between 501-1000euro
 - 3euro for each day of default for storage of an item worth more than the values listed above.
5. At the moment of the transfer of the ownership the risk of loss, destruction or damage is also transferred to the Buyer .

VIII. BIDDING SYSTEM

1. The auction is conducted by an entitled person, called the auctioneer, authorized by **damma**. Before proceeding with an auction the auctioneer can correct and complete each lot's description presented in the catalog.
2. The auctioneer sets the bid increments.
3. The bid starts from the asking price and increases in steps according to the table of bid increments.
4. The table of bid increments:

Price: €	Increment: €
0 – 100	10
100 – 200	20
200 – 500	30
500 – 1 000	50
1 000 – 10 000	100

5. Auctioneer can withdraw any lot from the auction without providing a reason.
6. The successful Buyer is the person who's last bid was accepted by the auctioneer's hammer strike (pt.VI.2 and XI.3), subject to the conditions of this document.
7. The auctioneer's hammer strike is the finalization of a lot's auction and is the equivalent of the conclusion of the Agreement of Sale on terms of this document.
8. All disagreements occurring during the auction are resolved by the auctioneer .

IX. CATALOG / SUBSCRIPTION

The catalog is available as a pdf file and a digital book on **damma's** website. A subscription for a printed catalog can be made via telephone or e-mail.

X. CONDITIONS OF PARTICIPATING IN THE AUCTION

1. Anyone who has a legal capacity, an auction bidding number, and has previously registered online, can enter the auction.
2. **damma** does not take a bid bond.
3. Anyone who can't attend the auction in person can:
 - a. submit a written bid with a price limit. **damma's** representative will bid on his behalf. If two or more written bids are received on a lot for identical amounts, and at the auction these are the highest bids on the lot, the lot is sold to the bidder whose bid was received first,
 - b. bid online on www.lot-tissimo.com,
 - c. bid via telephone. **damma's** representative will call you a few minutes before the starting of a chosen lot's auction. **damma** does not take responsibility for any difficulties reaching the indicated phone number.
4. **damma** only takes orders placed at least 24 hours prior to the auction.
5. The Buyer's personal data is protected and is for **damma's** exclusive information.

XI. LOTS

1. **damma** guarantees the authenticity of lots listed in the catalog. In case of any non-compliances, between the description and the actual state, the Buyer can return the lot within 14 days following the date of the auction, with money refund. In case of distance contracts that took place without simultaneous physical presence of the parties, the law of consumers right apply (Journal of Law 2020 pos. 287 with subsequent changes)
2. **damma** does not take any responsibilities for any hidden physical defects nor any legal defects of the lot.
3. Any registered museum has the right of pre-emption of a lot. The pre-emption statement must be placed by the museum right after the lot's auction and no later than by the end of the entire auction. (art. 20 act 2 from Act on Museums – Journal of Law 2019, pos.917 with subsequent changes)
4. The colors showed in the catalog may differ from the actual colors of the objects.
5. All lots are displayed for the Buyers on a pre-auction exhibition. The date will be specified in the catalog.

XII. SHIPPING

Any kind of Buyer's consent to shipping is equal to authorization of **damma** to order from a third party, in the name of the Buyer, shipment of the lot to an address, in Europe, indicated by the Buyer. In case of a situation described in the 1st sentence the shipping is on Buyer's cost and at his risk. The Buyer must pre-pay for the shipment. **damma** orders shipping of the lot on terms and conditions of a polish delivery company or any other entity providing shipping services, applicable at the time and is not liable in this respect. The shipment of the lot takes place after the ownership is transferred to the Buyer, no later than 5 days after the full payment is received. All information about the shipping cost and pre-payment is sent to the Buyer via email by **damma**.

In case of any dispute the polish version of Terms and Conditions is the conclusive document.