

## **GENERAL CONDITIONS RELATING TO THE BUYER**

**1. General provisions:** Each bidder is deemed to act for his own account and in his personal name and is held personally liable for the payment of the lots awarded to him even if he has acted as an agent for a third party.

He declares to have read the general conditions of sale and to accept them.

The MJV SOUDANT auction house reserves the right to refuse any bid, to ask a bidder unknown to its services for probative references but also a deposit before the auction if the auction house deems it necessary.

The highest bidder last bidder will be the successful bidder. He will be obliged to pay the auction price of the lot within 5 working days of the sale, plus 28% for costs and VAT. VAT is subject to the margin scheme and is not recoverable.

In accordance with the legislation in force, cash payments are limited to €3,000 per purchase slip. Regardless of the total amount, a payment cannot be made or received in cash above 3,000 euros, within the framework of an operation or a set of operations which appear to be linked (Book III, art 67, § 2 economic law).

In the event of a dispute during the sale or an error in the auction, the lot will be resold, the acting bailiff will settle any dispute that may arise during the sale.

In the event of equal bids in respect of a purchase order, the first bid received will be retained, the order number being authentic. (order of arrival)

The MJV SOUDANT sales room being subject to the special margin regime, all sales to a national of the European Union are subject to this regime, so that there is no deductible VAT.

**2. It is possible to take away your purchases from the Tuesday following the sale after full payment in cash up to 3000 euros or by credit card, and provided that the lots are prehensile and accessible at this time.**

Otherwise, buyers are required to pay and take possession of the lots awarded to them within 5 working days of invoicing. Buyers are required to pay and take possession of the lots that have been awarded to them within 15 working days following their payment.

After this period, the auction house MJV SOUDANT reserves the right, without prior notice, either to put back on sale the lots paid for, not removed, or to have them transferred to storage at the expense, risk and buyer's perils. A flat rate of €5 per day and per lot will be charged to the buyer's account for non-recovered items. The fixed price will be 10€ for the furniture. (1 Chair = 1 item)

In the event of forced resale, no claim will be accepted in the event of a loss in value.

The buyer is deemed to come and collect his lots within 15 working days accompanied by his own labor and his own packaging material.

The greatest care is devoted to the auctioned objects, the responsibility is transferred to the buyer from the blow of the hammer, in no case the auction house MJV SOUDANT can not be held responsible for the loss or the damage.

Finally, if certain generosity or derogations can be granted for certain deadlines, the goods which remain uninsured after the hammer blow cannot be kept indefinitely on our premises.

After one year following the day of auction, the outstanding goods are deemed to be definitively lost: the buyers will no longer be able to claim any rights over the goods concerned.

The house is not for sale and does not have the vocation and the possibility of ensuring infinite storage.

This provision also applies to “depositors”.

The auction house will still take care to inform customers affected by this risk, but no extension will be accepted before liquidation.

3. Any sum unpaid on its due date bears late payment interest automatically and without prior notice at the rate of 10% per year. In addition, in the event of non-payment on the due date, the amounts due are automatically increased by a fixed compensation of 15% as conventional damages, with a minimum of €75 and independently of interest on late payment. In addition, these costs will be added to a custody fee of €5 per day and per lot with a minimum of €50.

Without prejudice to prosecution for payment at the expense of the defaulting buyer, the unpaid lots within the period indicated above may be re-auctioned by crazy auction as soon as the auction house MJV SOUDANT deems it appropriate. In this case, the buyer will be required to pay the possible difference in price as well as all costs and disbursements relating to the sales necessary to be able to re-allocate the lot. He cannot claim the excess if there is any.

Full ownership of a purchase only occurs after full payment by the buyer.

Failing this, the auction house reserves the right to resell the lot or lots with unpaid balances during a future sale.

Presented without reservation and to the highest bidder, the proceeds of the sale will first be used to settle the unpaid invoice.

The balance will be refunded to the defaulting buyer. No claim can be accepted in the event of financial loss.

Similarly, the defaulting buyer may not in any case claim any right to any profit, as full ownership has not been allocated to him.

Our terms of payment are listed in §1.

#### **PAYMENT INCIDENTS - Auction access restrictions file - INFORMATION NOTICE**

MJV SOUDANT subscribes to the TEMIS Service allowing the consultation and supply of the Auction Access Restrictions File (“TEMIS File”) implemented by the company Commissaires-Auctioneers Multimedia (CPM), a public limited company with a management board, having its registered office at (75009) Paris, 37 rue de Châteaudun, registered in the Paris Trade and Companies Register under number 437 868 425.

Any auction slip that has remained unpaid with MJV SOUDANT or that has been the subject of late payment is subject to registration in the TEMIS file.

##### **(1) Purpose and legal basis of the TEMIS File**

The TEMIS File lists the incidents of payment of the auction slips (delays and non-payments), regardless of the mode of participation of the bidders (face-to-face or remotely) and can be consulted by all auction structures subscribing to the service. The bidder is informed that in the absence of regularization of his auction slip within the period mentioned on the slip, a registration procedure for the said file may be initiated by MJV SOUDANT. The implementation of the TEMIS File and its use by MJV WELDING is necessary for the purposes of the legitimate interest of subscribers to the TEMIS Service to prevent unpaid bills and thus secure auctions.

##### **(2) Organizations authorized to consult the TEMIS File (recipients)**

The TEMIS File can be consulted by any subscriber sales structure (professionals and companies authorized to conduct sales of furniture at public auction in accordance with the applicable regulations and in particular the requirements of Title II commerce (hereafter the "Subscriber Professionals")), wishing to guard against unpaid bills and thus secure participation in the auctions they organize.

**Consequences of registration in the TEMIS file** In the event that a bidder is registered in the TEMIS file, MJV SOUDANT may condition access to the auctions it organizes to the use of means of payment or specific guarantees or temporarily refuse the participation of bidders in auctions for which these guarantees cannot be implemented. Registration in the TEMIS file may have the effect of limiting the bidder's ability to bid with professionals subscribed to the TEMIS service. Page 3 of 9 It also entails the temporary suspension of access to the "live" service of the [www.interencheres.com](http://www.interencheres.com) and [www.auction.fr](http://www.auction.fr) platforms managed by CPM, in accordance with the general conditions of use of these platforms.

### **(3) Duration of registration**

Bidders are informed of the fact that the duration of the registration on the TEMIS File is determined by the number of auction slips that have remained unpaid with Professionals Subscribers to the TEMIS File, by their cumulative amounts and by their regularization or not. The duration of the registration in the TEMIS File is reduced if the Bidder regularizes all the Payment Incidents. It is increased when the bidder is concerned by several unpaid slips registered in the TEMIS File. The registration of an auction slip in default of payment is automatically deleted at the end of a maximum period of 24 months when the bidder is the subject of only one registration, and 36 months when the bidder is the subject of several registrations.

### **(4) Responsibilities**

For the application of legislation on the protection of personal data, CPM and MJV SOUDANT both have the status of data controller. CPM is responsible for the implementation of the TEMIS File, which includes in particular the collection of data from subscribers, the pooling and dissemination of the personal data listed therein, as well as the security of the information system hosting the TEMIS file. MJV SOUDANT as a subscriber is responsible for its use of the TEMIS File, which includes in particular the communication of personal data relating to the contractors to CPM for the purpose of registration in the TEMIS File, the verification of the accuracy and the updating of data, consultation, as well as the reuse of information from the TEMIS File.

### **(5) Rights of persons**

Bidders wishing to know if they are the subject of a registration in the File or contest their registration can send their requests in writing, justifying their identity by producing a copy of an identity document:

- For registrations made by MJV SOUDANT: in writing to MJV SOUDANT – 60, Rue de Bertransart, 6280 Gerpinnes – Belgium

- For registrations made by other Professional Subscribers: in writing to Multimedia Auctioneers 37 rue de Châteaudun, 75009 Paris, or by e-mail [contact@temis.auction](mailto:contact@temis.auction).

Any request for the exercise of the rights of erasure, limitation, opposition available to the Bidder in application of the legislation on the protection of personal data, as well as any other contestation of a registration must be addressed to the The enrolling professional who will request an update from CPM. In the event of difficulties, the bidder has the option of entering CPM by providing any clarification and any supporting document in order to

that CPM can investigate its complaint. Page 4 of 9 The bidder also has the right to lodge a complaint with the National Commission for Computing and Liberties (CNIL) [3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07, [www.cnil.fr](http://www.cnil.fr)]. concerning its registration in the TEMIS File.

To find out more about the TEMIS File, the bidder is invited to consult the CPM confidentiality policy accessible on [temis.auction](http://temis.auction).

#### **(6) Bidder contact details**

Important notifications relating to the consequences of the auction will be sent to the e-mail address and/or the postal address declared by the bidder to the structure during the auction.

The bidder must inform MJV SOUDANT of any change concerning his contact details of contact.

4. If you cannot attend the public sales, you can fill out a written or telephone purchase order and in this case, the offers must reach us no later than the day before the sale at 7 p.m. The auction house reserves the right to require guarantees from the prospective buyer before validating his request and reserves the right to refuse an offer which in his eyes seems doubtful or which does not present sufficient guarantees and this without having to justify himself. .

Special condition related to telephone orders: It is important to note that a request for a telephone bid commits you to a firm purchase offer corresponding to the low estimate.

This applies even if the buyer is unreachable at the time of the sale.

In such a case, if you do not respond and there is no higher bid, the lot is automatically awarded to you at the low estimate.

Please check this value carefully before confirming your phone request.

The sales room takes the best care of the orders thus received. However, it cannot be held responsible for any omission of the orders thus received. In addition, MJV SOUDANT cannot be held responsible for errors by the buyer in indicating the lot number, or the telephone number where he should be called, or his e-mail address, nor for any problems in establishing communication. In the event of equivalent offers, priority is always given to buyers present at the public auction session. In the event of a tie between two written offers, the offer entered first has priority, the offer number being taken as proof.

5. The indications appearing in the catalogues, advertisements, brochures or any other writings emanating from the auction room, must be considered as simple indications which in no way engage the responsibility of the MJV SOUDANT auction room. This does not guarantee the accuracy of any declaration relating to the author, nor the origin, date, age, attribution, provenance, weight, condition or material of the lot. No employee of the MJV SOUDANT auction house is authorized to give guarantees in this respect. Consequently, buyers must ensure themselves before the sale, the nature of the lots and their material condition.

The authentications that accompany the works and emanating from a beneficiary, an artist himself, an heir, an authoritative expert firm are precious documents but for which the auction house MJV SOUDANT has no liability whatsoever and will not assume any compensation in the event of subsequent questioning of recognized third-party expertise.

#### **6. Resale Right**

During the sale of certain original works, a resale right is due to the author or his heirs, provided that the author has not been deceased for more than 70 years.

This resale right is calculated on the sale price excluding taxes, provided that this amounts to a minimum of €2,000 and amounts to 4% for the portion of the sale price up to €50,000, 3% up to €200,000, 1% up to €350,000, 0.5% up to €500,000 and 0.25% beyond, without the resale right being able to exceed €12,500 per work of art and per resale.

The resale right is collected by MJV SOUDANT and transmitted to the organizations having the power of collection, as provided for by the legislation in force.

The auction house MJV SOUDANT makes every effort to be able to announce during the sale the application of the resale right on a work. These may be marked with a colored dot during the exhibition and the mention "droit de suite". However, if it turns out after the sale that a work not advertised as such is subject to the resale right, the MJV SOUDANT auction house will still be under the legal obligation to claim the resale rights from the purchaser at the time of payment, removal or even after removal, any purchaser expressly waiving all recourse of any kind whatsoever and irrevocably agreeing to pay the resale right on first demand.

## 7. Online purchases.

It is possible to buy via the Drouot Live, Invaluable, or Lot-tissimo platform, etc.

These organizations are independent partners of the auction house.

Thus, in addition to the 28% auction fee, a surcharge applies for purchases made via live.

+ 2% for Drouot

+5% for Invaluable

+3% for Lot-tissimo

Our general conditions of sale also apply to purchases via these platforms. The right of withdrawal from auction does not apply.

8. Thematic or specialized sales may be subject to a fee rate which may be different and which will be published on our internet platform and in our catalogues.

9. We do not directly manage the shipping but we provide you with partner company contacts who can deliver your purchases.

Our auction house will not be responsible for shipping your purchase.

It is recommended that you take out insurance with the service provider who will ensure your delivery.

Please contact us for detailed solutions with professional carrier.

For small items, however, we can carry out the packaging before sending by post or being taken over by your sender. These services will be billed separately.

10. The contract between the parties is subject to Belgian law. Any disputes to which this contract may give rise will be submitted exclusively to the jurisdiction of the courts of Charleroi or the Justice of the Peace of the canton of this place and in French. When SRL MJV SOUDANT is a plaintiff, it reserves the right to bring its action before other courts. These general conditions form an integral part of the contract concluded with the seller. By the mention "read and approved" and his signature on the front, the depositor declares to have read and accept without reservation the general conditions above even if they are in contradiction with his own general or specific conditions.