

## **ANNOUNCEMENTS AND ADDITIONAL TERMS & CONDITIONS ON BEHALF OF, AND FOR THE ACCOUNT OF,**

### **THE PARLIAMENTARY DIRECTORATE**

Dr. Karl Renner-Ring 3  
1010 Vienna  
Austria  
ATU37979808

The online auction of the items on offer items will take place by brokerage, on the basis of the GENERAL TERMS AND CONDITIONS OF AUCTIONS

[https://www.dorotheum.com/fileadmin/user\\_upload/media/Dateien/agbs\\_neu/AGB\\_Versteigerung.pdf](https://www.dorotheum.com/fileadmin/user_upload/media/Dateien/agbs_neu/AGB_Versteigerung.pdf) and the Terms and Conditions of Online Auctions [https://www.dorotheum.com/fileadmin/user\\_upload/downloads/Versteigerungsbedingungen\\_Onlineauktion.pdf](https://www.dorotheum.com/fileadmin/user_upload/downloads/Versteigerungsbedingungen_Onlineauktion.pdf), of Dorotheum GmbH & Co KG, referred to hereinafter as "Dorotheum" (unless otherwise stated in these additional terms), and the following supplementary terms announced separately.

The auction will be held on behalf of, and for the account of, the Seller, **PARLIAMENTARY DIRECTORATE**,

Dr. Karl Renner-Ring 3, 1010 Vienna, Austria (referred to hereinafter as the "Seller" (brokered on its behalf)). Dorotheum therefore acts as the direct representative of the Seller, resulting in a direct business relationship between the Buyer and the Seller. Liquidation of the items is taking place for the following reason: general refurbishment of the parliamentary building.

Neither Dorotheum nor the Seller will conduct an assessment or expert evaluation of the items offered for auction.

The items offered for auction have been in permanent use in parliamentary business for many decades, up until 15 August 2017. Only those objects whose function, or age and condition, do not permit their continued use will be sold. All of the objects placed on sale are therefore used, show corresponding signs of wear and in some cases are defective. Their value is therefore exclusively sentimental, i.e. based on special affinities.

The items offered for auction will be handed over in a dismantled, in some cases disassembled, condition. They are offered exclusively in their condition as-is at the time of collection (i.e. after dismantling and disassembly). The photographs presented do not show the condition as-is after dismantling. Nevertheless, it is exclusively the condition after dismantling that will be relevant to the sale, whereas the description does not refer to the dismantled condition. There will be no preview showing.

The data compiled for identification in the Internet presentation is based on information received from the Seller. The data was put together by Dorotheum, is entirely non-binding and was prepared without any technical equipment or assessment of working order. Neither Dorotheum nor the Seller extend any guarantee or accept liability for the quality, working order, completeness, properties, absence of defects or any other condition or price for the items placed on sale, including their accessories. All complaints or contestation of the contract that are filed against Dorotheum after acceptance of the winning bid are excluded, irrespective of the legal title. This also applies to the Seller.

All Buyers are aware and explicitly agree (also in respect of the disclaimer) that, by submitting a bid, they do not acquire any rights to *laesio enormis* or to correction of the contract due to warranty and/or error.

The Buyer's statutory cancellation rights for distance selling transactions may only be asserted toward the Seller, Parliamentary Directorate ATU37979808, at the following address:

e-mail: Petra.Riedl@parlament.gv.at, or  
by post to Parliamentary Directorate, attn.: Ms Petra Riedl, Dr. Karl Renner-Ring 3, 1010  
Vienna, Austria

These rights apply in case of punctual payment and collection, or for notification of cancellation within two weeks following conclusion of the contract (confirmation of the winning bid) if payment and collection have not yet taken place.

The transfer of risk and liability for the purchased objects to the Buyer takes place upon confirmation of the winning bid. It will be exclusively the Seller who will dismantle the purchased items at its own costs.

It will provide the purchased items in a dismantled, i.e. disassembled, condition on the agreed collection date.

The collection address is

OTRANS Transport Gmbh, Wintergasse 52, 3002 Purkersdorf, Austria

The place of delivery for collection is the actual location of the items, at the address given above for OTRANS Transport Gmbh.

The Buyer will bear all costs for loading and transport from the time of collection.

The purchase price and the brokerage fee are payable to Dorotheum immediately after the winning bid is confirmed. In addition to the amount of the winning bid, Dorotheum will charge a Buyer's premium of 25% (including value added tax) of the winning bid for all items, as stated in its fee scheme.

Payment of the purchase price and Buyer's premium is made exclusively to the collection agent Dorotheum, which is domiciled at Dorotheergasse 17, 1010 Vienna.

In the event of a late payment, the Seller and Dorotheum (with regard to its Buyer's premium) are entitled to charge the Buyer 4% default interest p.a. from the date of maturity, in addition to reserving all statutory and contractual rights.

Dorotheum will invoice the Buyer for the purchase price on behalf of, and for the account of, the Seller.

The Seller declares that value added tax is not due on the purchase price, but that the statutory rate of value added tax is included in the Buyer's premium.

Reimbursement of value added tax (on the Buyer's premium) is not possible in case of deliveries to third countries, as the items are offered for sale as a brokered transaction ('V'). Deliveries to companies in a member state of the European Union that are required to collect and pay value added tax (apart from deliveries to companies domiciled in Austria) are subject to payment of purchase tax (on the Buyer's premium) in the respective destination country. In this case, delivery of the items in Austria is not subject to value added tax (with regard to the Buyer's premium), provided that the Buyer's value added tax identification number (VAT-ID) is submitted to DOROTHEUM before the winning bid is made.

Each item is sold for a fixed date, as the Seller is unable to organise prolonged storage due to the construction work. Therefore, besides punctual payment, the Seller also requires that the Buyer collects the item within the agreed period. The Seller, as well as Dorotheum as the authorised agent, are entitled to withdraw from the sale with immediate effect and without extension of a grace period insofar as the purchase item is not collected by **04/10/2017 at the latest** (in this case, the Buyer will be reimbursed for the purchase price, minus the Buyer's premium). Alternatively, the Seller may send separate notice insisting on fulfilment, and will, in this case, place the item in storage at the cost and risk of the Buyer. Dorotheum will remain entitled to charge the Buyer's premium, even if the Seller withdraws from the contract.

Collection (with return of the collection slip) and transfer of ownership will only be possible after complete payment of the purchase price, including the Buyer's premium, taxes and charges, interest and warehouse fees, as well as all expenses and ancillary charges.

Collection of the purchased items takes place **exclusively from 20 September to 04 October 2017, Monday to Friday between 7:00 a.m. and 6:00 p.m.** Items may only be collected **with presentation of the collection slip** and by prior appointment arranged with:

- Contact: Otrans: Boris Kap, Roland Schönhofer  
Office: +43 (0)2231 61 567, mobile: +43 (0)664 837 27 04 or +43 (0)680 11 33 540  
e-mail: office-wien@otrans.at
- Collection address: OTRANS, Wintergasse 52, 3002 Purkersdorf, Austria
- Opening hours: Monday to Friday, 7:00 a.m.–6:00 p.m.
- Collection point: Loading bay; loading equipment will be provided as a paid service

**The Buyer will bear the storage costs as from 5 October.** Otrans Transport GmbH will charge the Buyer directly for the following storage and administration fees. They must be settled before collection:

Storage: - €14.40 for each new m<sup>2</sup> and new month  
(including insurance - information available on request)  
(minimum charge: 3 m<sup>2</sup> per lot)

Administration: per collection:

- €18.00 fee for internal documentation and storage documents
- €24.00 per m<sup>2</sup> of storage space used

Items that are not collected by the Buyer within the payment and/or collection period as stated, will be placed in storage at the exclusive cost and risk of the Buyer.

In addition to all other statutory and contractual rights, the Seller is entitled to re-auction the items or to commission an authorised company with their re-auction in case of delayed payment and/or collection. In case of repeat liquidation/re-auction, the Seller will offset the net price achieved, minus all expenses and costs, with the total amount due from the Buyer, plus all interest, charges, costs and expenses of all kinds. The Seller is entitled to commission authorised third parties with dismantling, storage, repeat liquidation/re-auction or destruction.