



Object number,
please leave free

CONSIGNMENT FORM OBJECT

Auction location

Date

Time

Order for auction between Xara Elias Exclusive Cars GmbH
(referred to hereafter as XEEC) and

2. DETAILS OF THE OBJECT

Name | First Name

Name | Type

Street

Make

Postcode | Place

Model

Country

Size

Mobile Phone

Interior colour

Business Phone

Exterior color

E-Mailaddress

Material

(referred to hereafter as consignor)

Condition (e.g. new)

Year | Series

In the event of a sale please transfer the sales proceeds
to the following account:

Description

Bank

Postcode | Place

Country

SWIFT | BIC

IBAN

1. The consignor is awarding the order to XEEC to sell the object described below at auction on 1st October 2022 or in a post-auction sale up until at least 1st November 2022 in the name and for account of the consignor at the reserve price (lowest awarded price) of

☐ CHF or ☐ at no reserve price

Please check the appropriate box

Objects of up to CHF 12,000.00 can only be accepted without reserve price

Please include any copies concerning restoration,
valuation report, history etc.

The object will be taken to auction in accordance with the conditions explained in the Auction Terms & Conditions (annex 1), which are part of this agreement. Insofar as the consignor has not set a limit XEEC will accept a bid to its best judgement. **XEEC will receive a seller's commission of 12% plus VAT on the realized hammer price.**

3. The consignor accepts the full responsibility for the information given regarding their object and will exempt XEEC from all claims asserted by the buyer on the occasion of the auction. In particular the consignor is liable for material and legal defects of the consigned object according to the Auction Terms & Conditions. In the event that the object will display major defects after the consignment XEEC is entitled to terminate the present contract.

4. There is a handling fee of CHF 480.00 for objects with a limit and CHF 280.00 for objects without a limit (art.1). The fee is due for payment at the time of signing the auction order or at the time of acceptance of the object for auction respectively.

All consigned objects will appear online and in printed form on our website and our media portals.

5. Storage of the object is at the consignor's risk. Risks of loss, theft, damage and destruction are the consignor's responsibility.

The object is to be insured by XEEC at the consignor's expense (please mark with a cross where applicable).

☐ yes ☐ no

The object is insured.

Insurance company (please specify):

6. The consignor confirms that they are free to dispose of the object described above without constraints.

7. The final invoice of the auction will be issued within 30 days after conclusion of the auction. XEEC assumes no liability for the credit rating of the buyers. In any case the object concerned will only be delivered to the buyer after payment of the selling price has been received in full.

8. If the consignor withdraws the contracted auction object(s) from auction a compensation of 12% (plus VAT) of the reserve price (art.1) is due for payment under reservation of further damage. Minimum compensation for reserved prices below CHF 12,000.00 or for objects without reserve price is fixed at CHF 1,500.00 (plus VAT). Payable within 10 days of withdrawal.

9. The objects should be delivered in good condition and packaged at the latest 30 days prior to auction day. The same time schedule applies to all other objects.

Transport is to be organised by XEEC (at the consignor's expense, please mark with a cross where applicable).

☐ yes ☐ no

10. If the object is not sold at auction the consignor awards the order to XEEC to sell the object mentioned in article 1 in his name up to and including 30 days after auction day for at least the reserve price. From this point in time the contract is automatically extended for another month until revoked in writing. Purchase offers received by the consignor during the contractual period have to be immediately forwarded to XEEC. Starting 1 day after the auction the monthly presentation fee amounts to CHF 150.00.

11. Any changes must be in writing and are only allowed with XEEC's permission.

12. This order is deemed accepted if it has not been declined by XEEC up to 30 days prior to the start of the auction. In this case already paid fees will be refunded. To judge disputes in connection with this contract Swiss law applies (under exclusion of the CISG). **Place of jurisdiction is Basel Stadt.**

I herewith confirm that I have completed this registration/order for auction truthfully and certify by my signature that my consignment is definite, subject to rejection by XEEC.



Due to the publication on media portals the resolution of the supplied images needs to be of high quality.

With their signature the consignor acknowledges the Auction Terms & Conditions. The objects are auctioned on behalf of and for the account of a third party. Please send the completed and signed form by e-mail to info@xe-exclusivecars.com.

Place | Date

Signature of consignor