BURGERSDIJK & NIERMANS

Auctioneers of Books and Prints since 1894

Nederlands Veilinghuis gespecialiseerd in boeken, prenten, strips en curiosa

Conditions of Sale, 2026

1. All EU clients purchasing goods have to pay a buyer's premium of 26.8% of the amount for which the items have been sold (i.e. the hammer price).

Successful online bids through Invaluable are charged with $10 for lots sold under €200 of the hammer price and 5% of the hammer price for lots above €200 ('**dynamic pricing'**); Drouot charges 3% per winning bid.

2. Each buyer is held to buy for his own account and cannot claim any commission.

3. The highest bidder is the buyer. Floor and written bids always take precedence over absentee bids left at Invaluable.com. The auctioneer shall have absolute discretion to settle any dispute. The auctioneer reserves the right to divide or to unite lots and to refuse any bid. In case of error or dispute with respect to bidding, the auctioneer is entitled to re-open the bidding. If any dispute arises after the sale, our sale records are always conclusive.

4. Artworks by living artists and artists who died no longer than 70 years ago that are sold with a hammer price of 2500 euros or higher, will be charged with an extra 4% ('Droit de Suite', 'Wet Volgrecht', 'Resale Right Law') over the **hammerprice and buyer's premium**.

5. The goods are in good condition, unless otherwise stated. If any named item in this catalogue proves defective, the item may be returned, provided this is done within one week after the sale. This guarantee does not cover lots indicated as 'w.a.f.'.

In addition, the following conditions apply to the art, graphics and poster departments:

- All objects in the auction are described in good conscience. However, descriptions, as well as verbal statements made before or during the auction, do not represent more than an opinion, and do not in any way constitute a guarantee of authenticity, date, origin, etc.
- Barring notable exceptions, the condition of the lots is not mentioned in the catalogue. Mention of any defect does not imply the absence of others. Each object is sold in the condition it is in at the time of auction. Prospective buyers must verify the condition themselves during the viewing days (additional photos can be supplied).
- The risk of damage to a purchased lot rests with the buyer from the moment the the auctioneer accepts the buyer's bid as the highest bid during the auction.

- If a buyer can demonstrate - to the satisfaction of the auctioneer - within four weeks after the auction that an object purchased by him is a forgery, the purchase will be dissolved and the purchase price fully refunded, provided the lot is returned in the condition in which it was sold.

6. In case intending purchasers are prevented from attending the sale personally, the auctioneer will execute their bids without any charge. 'Buy' bids are not accepted. In case of equal bids, the first bid is accepted. Written bids, telephone bids and bids by email should be received by the auction house **before 4 pm,** prior to the session.
Bidding by phone is possible, provided a phone line is available. Burgersdijk & Niermans cannot be held responsible for failing to make contact with a telephone bidder, nor can we held responsible for errors or omissions in connection to Invaluable.com or Drouot.com

7. The prices are in euros. The bidding will start at the price between the brackets.

8. Bids are raised at fixed increments:

up to € 200 by € 10; € 200 - € 500 by € 20; € 500 - € 1000 by € 50; € 1000 - € 2000 by € 100; € 2000 - € 5000 by € 200; amounts higher than €5000 will be raised by € 500 etc.

9. All books must be paid for within one week after receipt of the invoice. In case the buyer fails to pay within one week, the auctioneer shall be entitled to exercise one of the following rights:

1. Charge extra administrative costs of 25 euros;
2. Proceed for damages for breach of contract;
3. Rescind the sale of that or any lots sold to the buyer and re-sell the lot or lots whereupon the defaulting buyer shall pay to the auctioneer any shortfall between the proceeds of that sale after deduction of costs of re-sale and the total sum due.

10. Shipping takes place at the expense and risk of the buyer and after full payment of the invoice.
The auction house is not responsible for damage or loss caused by the courier. However, the auction house can advise on shipping and insurance. Please check the section **Shipping Costs** for all conditions BNShippingCosts20261.pdf.

11. Purchases can be collected by appointment only and not right after or during a session.

12: The buyer must be aware of the above auction conditions.