

Buyer terms

General

Kaplan's Auktioner holds public auctions and offers items for sale over the counter and via the website. The items are offered via commission on the behalf of various clients.

Auction dates are continuously advertised via the website and announced through advertisements in the daily press.

Public viewing

Prior to each auction Kaplan Auktioner generally arranges a viewing of the items that have been submitted for sale. Viewing usually starts one day before the auction.

It is the responsibility of the buyer to do the inspections and controls of the items that the buyer deems necessary to determine the condition of the item.

Starting price and Reserve price

All items are assigned a starting price. The starting price is based on prices obtained at previous sales of equivalent items at Kaplan's Auktioner. The starting price is given as an indication for the bidders regarding the value and condition of the item(s) in question. The hammer price at the auction can however differ considerably from the starting price.

Every item also has a reserve price which is lower than the starting price. The reserve price is the minimum price the seller is willing to sell the item for. Normally the difference between the reserve price and the starting price is 10—15 percent.

All prices written as "kr" refer to SEK.

Bidding in the auction room

To have the opportunity to place a bid in the auction room, a paddlenunder is needed. A paddlenunder is obtained before or during auction from Kaplan Auktioner's Customer Service. If a buyer wins an auction without being registered with Customer Support, a paddlenunder is assigned automatically after the bidding in question.

Bids shall be delivered in a loud voice or with a clear sign. The bidder is bound by the given bid until another bidder presents a higher bid. The buyer is the bidder who give the last and highest bid at the hammer fall. As the auctioneer has delivered his hammer fall, a binding purchase has occurred.

At identical bids or ambiguities between bidders, the auctioneer alone determines which bid is valid. The auctioneer alone also determines if a bid is not to be accepted, or whether bidding shall be resumed because uncertainty about the final bid.

Bidding is done in the following ranges:

below 500 — 25 SEK
between 500 and 1000 — 50 SEK
between 1 000 and 10 000 — 100 SEK
between 10 000 and 20 000 — 200 SEK
between 20 000 and 40 000 — 500 SEK
between 40 000 and 80 000 — 1 000 SEK
between 80 000 and 150 000 — 2 000 SEK
between 150 000 and 300 000 — 5 000 SEK
over 300 000 — 10 000 SEK

Absentee bids

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Kaplans Auktioner accepts absentee bids from a buyer free of charge via the website or via registration at Customer Service on Biblioteksgatan 5 in Stockholm.

The bidder shall indicate his/her maximum bid and the item's auction number. The service is free. Note that all bidders customer number is displayed and ranked on the website. At the submission of absentee bids, the client must be able to identify himself/herself.

At the time of the auction, Kaplans Auktioner monitors the absentee bid and delivers bids to obtain the lowest possible price for the buyer. This means that Kaplans Auktioner bids the item for the buyer as favorably as possible taking into account the sellers reserve price, the competition in the room and the current interval for raising bids.

Example: Bidder A has placed a bid of 2,000 SEK. Bidder B, whose bid is the second highest, has placed a bid of 1,000 SEK. The winning bid is 1,100 SEK in accordance with normally applied bidding range.

In the event of identical bids, the absentee bid that was submitted first is given priority over later absentee bids.

If, due to misunderstandings or error Kaplans Auktioner does not execute the absentee bidding in accordance with the client's instructions, the client is not entitled to compensation for damage he/she may have suffered.

Winning bids

After each auction Kaplans Auktioner displays achieved prices and customer number for each item on the website. Items not sold at the auction are reported as Passed.

Buyer's commission

Kaplans Auktioner charges a commission of 20 %, VAT included, on the selling price.

For each item purchased at auction we also charge a hammer fee of SEK 50 including VAT.

If the price exceeds SEK 1 000 000, we use the following staircase at all auctions and in store:

Up to 1 000 000 SEK: 20 % of the price

1 000 000 – 5 000 000 SEK: 10 % on the exceeding part

Above 5 000 000 SEK: 5 % on the exceeding part

VAT is charged on Kaplans Auktioner's commission only and not on the hammered amount.

Droit de Suite

In accordance with the Act on Copyright in Literary and Artistic Works, also known as Droit de Suite, a fee is added at resale of works of art (paintings, drawings, sculptures, textiles) and artistically designed objects (glass, pottery, jewelry, silver, furniture which are not produced in multiple identical copies).

The fee is 5 percent of the hammer amount and is payable to the artist or his/her surviving family until the end of the seventieth year after his/her death.

Auction items subject to Droit de Suite are marked on our homepage. The fee is payable only if the hammered amount exceeds 2 960 SEK (2026). Only a small proportion of the items offered by Kaplans Auktioner is subject to Droit de Suite.

Collection of auction items

Hammered items can be picked up and paid directly during auction, if nothing else has been communicated. The buyer can also pick up and pay hammered items within five business days after auction.

Collection and payment should be made on the same occasion and full payment must be paid.

If someone other than the buyer picks up the hammered item, a power of attorney plus an ID Copy is required. A customer shopping on behalf of another person cannot pay with cash.

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Aftersales

Items that are not sold during auction will be on sale in Kaplans Auktionser's store after auction, unless otherwise agreed. In addition to submitted auction items, Kaplans Auktionser also offers items submitted on commission.

All items are sold at the previously settled starting price plus a 20 % premium, VAT included. If the price exceeds SEK 200,000, we use a gradually decreasing premium for the exceeding part.

Payment

Kaplans Auktionser accepts payment via cash or payment with card in our store.

For cash payment, the buyer needs to have a customer number with us. Per purchase, the maximum cash amount we accept is SEK 20,000. Per 12-month period, a buyer can pay a maximum of SEK 50,000 in cash.

For card payment, buyers without a customer number can pay up to SEK 20,000 per purchase. Buyers with a customer number can shop with cards for an unlimited amount.

Gift cards

Kaplans offers both physical and digital gift cards. Gift cards can be purchased for any value up to SEK 20,000. Our new gift cards can be used to pay for goods and services at Biblioteksgatan 5 in Stockholm and on www.kaplans.se. Our old gift cards can be used for payment at Biblioteksgatan 5.

To buy and use our gift cards, you need a customer number at Kaplans. Our gift cards cannot be paid for with cash. Gift cards may not be exchanged for cash, nor can they be refunded. Kaplans cannot be held responsible for lost or stolen gift cards. Our gift cards are valid for 10 years from the date of purchase.

Complaints

The items sold on Kaplans Auktionser are in varying condition. Kaplans Auktionser therefore recommends that the buyer make a thorough examination of the items of interest before the auction.

A buyer can submit a complaint with reference to faults in the purchased item if its condition is worse than the buyer, with regards to the starting price, the catalogue text, the picture and other circumstances, reasonably could have assumed. Kaplans

Auktionser is not responsible in any case for errors related to natural wear and tear or natural changes in living materials. Furthermore, Kaplans Auktionser is not responsible for minor damages and defects, damage to canvases, picture glass or the condition of frames.

Watches and clocks that are sold via Kaplans Auktionser are works of art. This means that Kaplans Auktionser do not guarantee that they measure time unless that function is specifically stated.

Complaints shall be submitted immediately after the defect has been detected, preferably no later than 10 days after auction. At the time of complaint, the buyer must return the purchased item and a copy of the receipt to Kaplans Auktionser. Kaplans Auktionser examines whether the complaint is legitimate and, if so, pays the entire purchase price to the buyer. Kaplans Auktionser normally examines a complaint within 5 business days of notification. For items purchased in Kaplans Auktionser's store applies the same rules regarding complaints as for items bought at auction.

In all circumstances, a complaint must be made within three years from receiving the item.

Open purchase

At auction sales Kaplans Auktionser does not accept open purchase.

On aftersales in our physical store, Kaplans Auktionser applies open purchase up to 14 days if a special agreement has been made. Open purchase is only valid if this has been noted on the buyers' receipt.

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Right on return

For all items purchased in our online store and at our realtime auctions the rules of The Act on Distance Contracts and Off-Premises Contracts (2005:59) apply.

The customer has the right to cancel a purchase within 14 days of receipt of delivery and without providing any specific reason. The customer needs to send a message to us stating that the customer regrets the purchase. This can be done by letter or e-mail.

When invoking the right of return, the buyer is responsible for the return shipping cost, and for ensuring that the item is properly packaged and sent in an appropriate manner. A shipping method with a tracking number should be used.

On our hammer auctions the right of return does not apply regardless of whether the bid is placed in our auction room or online.

Down payment at Aftersales

Down payment is 20 percent of the price of the item. If the buyer does not fulfill his/her purchase within ten business days by making a full payment, Kaplans Auktioner charges the down payment as fee.

Appraisal certificate

A written appraisal certificate is issued against a fee of 500 SEK per item plus 1 percent of the market value. For an item purchased via Kaplans Auktioner, an appraisal certificate costs 500 SEK per item. On the certificate both retail price and market price is indicated.

Shipping

If the buyer wishes to get the item sent by mail the buyer can purchase the additional service Shipping.

The fee depends both on the item and on where the item is to be shipped. Most of our items can be sent via Normal Shipping. There are also items that are labelled Package Shipping and Bulky Shipping.

Exceptional items will be labelled No Shipping. We can not send these items.

For a current price list please go to "Help - Shipping" under "Help" at our homepage.

The buyer pays for a maximum of one item for items purchased at the same time and that are to be shipped to the same place. The discount is always for the cheapest shipping option. Items that are bought at auction must always be paid within five business days.

We usually ship the item 1-3 business days after receiving payment. The shipping fee includes postage, packaging and insurance. Kaplans Auktioner takes full responsibility for the item during shipping.