

# NUMISBALT

E-LIVE AUCTIONS



Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Country: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## CONSIGNMENT FORM

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I agree to the Terms & Conditions listed on [www.numisbalt.com](http://www.numisbalt.com).

X \_\_\_\_\_  
Signature Date

Date: \_\_/\_\_/\_\_\_\_

Name \_\_\_\_\_ (ID number \_\_\_\_\_); hereinafter referred to as the Principal) and Ateities bankas, Joint Stock Company (entity code 304245128), represented by Artūras Solomacha, acting in accordance with the company's Articles of Association (hereinafter referred to as the Commissioner), entered into a Commission Agreement (hereinafter referred to as the Agreement or this Agreement):

1. The Principal grants the Commissioner the right to act on his or her own behalf (Commissioner) in the sale of the items handed over to the Commissioner by the Principal at an Auction of Numismatic Values and/or Other Antiques organised and conducted by the Commissioner (hereinafter referred to as the Auction). The Terms and Conditions of the Auction are published on the website www.numisbalt.com and the Principal is aware of these Terms and Conditions.

2. The Commissioner shall exercise the right (assignment) specified in Clause 1 of this Agreement in accordance with the Terms and Conditions of the Auction and in the most advantageous conditions for the Principal in accordance with the usual business customs and business practice requirements.

3. The items that the Principal hands over to the Commissioner (names (range), quantity, price and other descriptive features) are specified and described in the Annex "List of Items for Sale" of this Agreement (the items specified and described in the Annex are referred to as Items). Upon handover of the Items, they can be photographed and photographs of the Items shall be an integral part of this Agreement.

4. The Items are transferred to the Commissioner without transferring ownership of the Items to him or her (the Commissioner).

**When handing over the Items, the Principal shall ensure as follow:**

4.1. The Items are not counterfeit and ensures that the Items handed over to the Commissioner are authentic (not counterfeit).

4.2. The items are owned by the Principal and are legally acquired, not sold to anyone, these items are not entered into joint activities with third parties, no future transactions have been concluded on the use, pledge, transfer, etc. of the items, and there are no prohibitions restricting ownership of these items.

4.3. The items have not been seized, pledged, these items or the Principal's rights to them have not been otherwise encumbered or restricted, the Principal has not assumed any obligations related to the transferred items.

4.4. There are no disputes in the courts regarding the Items and there are no grounds for such disputes or claims to arise in the future.

5. The Principal shall also ensure the consent of the Principal's spouse to the conclusion of this Agreement and transfer of items to the Commissioner in the names (range), quantities and prices specified in the Annex 'List of Items for Sale' and other Terms and Conditions specified in this Agreement.

6. The Commissioner shall be responsible for the Items handed over to the Commissioner from the moment of handing over these Items until their handing over to the Carrier (e.g. courier service) of the Items specified by the Auction winner/winners or return of the Items unsold in the Auction to the Principal.

7. When accepting the Items, the Commissioner has the right to check the quality and condition (state) of the Items, and with the help of experts (subject matter experts) to check the authenticity of the Items and obtain an expert opinion on whether the items handed over to the Commissioner are counterfeit. The Commissioner can refuse to accept the Items without stating the reasons for the refusal. Without explaining the reasons, the Commissioner can suspend the Auction selling the Items transferred by the Principal.

8. The Commissioner shall pay to the Principal for the Items sold at the Auction within a period of 14 to 28 calendar days. This period starts to run from the date on which the Auction winner pays the Principal for the Items.

9. The Principal shall be paid the maximum price offered by the Auction winner for the Items, which cannot be lower than the price set by the parties to this Agreement when the Items are handed over by the Commissioner to the Principal. If the price offered in the Auction is lower than the price set by the parties to this Agreement, the Items shall not be sold in the Auction.

10. By agreement of the parties to this Agreement, the Principal can pay a commission fee to the Commissioner, the amount of which is entered in this clause of the Agreement and which shall be \_\_\_\_\_ per cent of the maximum price offered by the Auction winner for the Items (the amount of the commission can be of 0% to 5% and depends on the demand-supply, range, quantity, etc. of the Items). The commission fee shall be deducted from the amount payable to the Principal for the Items sold.

11. If during the period from the moment of handing over the Items to the Commissioner until the moment of their handing over to the Auction winner/winners, the experts (subject matter experts) hired by the Commissioner provides a conclusion on the authenticity of the Items (counterfeits), the Commissioner shall suspend the performance of the Agreement on the basis of the latter conclusion. The fulfilment of the obligations set forth in the Agreement shall continue after the decision on the authenticity of the Items has been made.

12. If the Auction winner has doubts about the authenticity (counterfeiting) of the Items handed over to the Auction winner, the deadlines for paying to the Principal set out in Clause 8 of the Agreement, the Commissioner shall suspend, and the payment to the Principal for the sold Items can be carried out only after the authenticity of the Items has been confirmed by the experts (subject matter experts) hired by the Commissioner.

13. If it is established that the Items handed over to the Commissioner by the Principal are not authentic (counterfeit), the Items shall be returned to the Principal.

14. The parties agree that the opinion of the experts hired by the Commissioner is an absolute and indisputable reason not to pay the price set forth in Clause 9 of this Agreement, as well as to return the Items to the Principal and receive all expenses incurred by the Commissioner from the Principal under this Agreement.

15. The Agreement shall enter into force upon signing of this Agreement and its Annex 'List of Items for Sale' by the parties and shall remain in force until the full fulfilment of the obligations of all parties set forth in this Agreement.

16. All Annexes and Supplements to the Agreement shall be drawn up in duplicate (one for the Principal and one for the Commissioner) and shall form an integral part of this Agreement.

17. Annexes to the Agreement: List of items for sale \_\_\_\_\_ sheets and photographs of items for sale \_\_\_\_\_ pcs.

**PRINCIPAL:**

Name: \_\_\_\_\_  
ID number: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Country: \_\_\_\_\_  
Bank account \_\_\_\_\_

(Principal's full name and signature)

**COMMISSIONER:**

Uždaroji akcinė bendrovė „Ateities bankas“  
(Entity code 304245128)  
Entity address: Birbinių g. 4, LT-02121, Vilnius  
Artūras Solomacha

(Commissioner's representative's full name and signature)

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