

General Terms and Conditions (GTC) (from 05.10.2021)

Subject matter of the contract

AviRings Auction (organizer) offers its users the opportunity to auction goods on its platforms on the Internet (consignor) and to purchase them by auction (bidder).

The organizer also offers its users the opportunity to post information on future auctions, exhibitions, events or service providers or the like on its platforms on the Internet (adjusters).

Only legal entities and natural persons with unlimited legal capacity may participate in the auctions and the other platform offer. Minors are excluded from participation.

Each participant must register with the organizer by registering. Only one account can be assigned to each participant. Decisive for the delivery of declarations to be submitted is the e-mail address stored in the respective participant data.

Registration is free of charge for all participants. For bidders, the use of the auction offer is free of charge. For consignors or adjusters, the respectively valid fees for the use of the auction offer will only be charged if they are used.

By registering, the user acknowledges the terms of use of the AviRings Auction in the latest version as authoritative. Users who have already registered will be notified by e-mail of a change in the terms of use. A violation of the terms of use entitles the organizer to terminate the participation contract.

A claim to registration on the platforms of the organizer does not exist. This also applies to the use, insofar as the user does not pay any fee for the services of the organizer.

When registering, the participant must provide his true name and address as well as his correct telephone number and e-mail address. The participant is responsible for ensuring that changes to the information are entered or changed immediately. Should a participant provide incorrect information, the participation contract can be terminated without notice.

Submission of bids and award

A bidder is bound to his bid until it expires due to a higher bid of another, but at the most until the expiry of the offer period determined by the consignor.

The expiry of the offer time determined by the consignor represents the end of the auction. The time of the end of the auction is determined by the system time of the organizer.

The highest bid received by the organizer at the time of the end of the auction shall be awarded the contract. The purchase contract is concluded with the award. The organizer is not responsible for technical delays – even if the transmission paths are overloaded.

In the event of premature termination of an auction by the consignor, the purchase contract is concluded between the latter and the highest bidder, unless there was a justified reason for the premature termination .

Should the highest bid at the end of the auction prove to be ineffective, no bid will be awarded. If an ineffective maximum bid has been initiated by the consignor, the commission in accordance with must nevertheless be paid. At the same time, the organizer can terminate the participation contract without notice.

The consignor is prohibited from submitting bids for articles offered by himself or from having them submitted by agents. It is forbidden to place bids with false information, in particular under false identity. The use of programs that automatically submit bids of the bidder (so-called "sniper" software) is prohibited.

Bidding at the end of the auction

If a bidder submits a bid within the last 5 minutes before the official end of the auction, the end of the auction will be postponed by a further 5 minutes exactly from this point on. This happens until no bid arrives. Another bidder therefore always has 5 minutes to outbid the current highest bidder. This process is triggered automatically by the organizer. This ensures that the bidder who wants to bid the most really wins the auction. By using the auction platform, the consignor or bidder expressly acknowledges this procedure.

Won an auction

Congratulations on your purchase! After you have won this auction, you will receive an email confirmation that also includes the payment instructions.

Payment and Transport

The invoice should be paid in full within 10 calendar days from the invoice date, irrespective of the transport date.

A pigeon will only be shipped / can only be picked up after AviRings Derby has received your full payment on its bank account.

Transport of the pigeons is in domain of the buyers.

All amounts are expressed in EUR. The purchase price consists out of your winning bidding amount.

The following is not included in the purchase price:

- Other charges or fees (for example import taxes)
- Other costs like banking costs
- Transport costs of the pigeon
- Etc.