IMPORTANT AND RARE CAMERAS
Thursday 3 December 2015 at 4pm
Bonhams Hong Kong Gallery
Suite 2001, One Pacific Place, Admiralty
Hong Kong

SALE NUMBER
22900

BIDS
+852 2918 4321
+852 2918 4320 fax
info.hk@bonhams.com
To bid via the internet, please visit www.bonhams.com

PAYMENT
For an overview of the payment process please refer to Clause 9 of the “NOTICE TO BIDDERS” at the back of this catalogue.

CUSTOMER SERVICES
Monday to Friday 9am to 6pm
+852 2918 4321
cherie.wong@bonhams.com

PHYSICAL CONDITION OF LOTS IN THIS AUCTION
PLEASE NOTE THAT THERE IS NO REFERENCE IN THIS CATALOGUE TO THE PHYSICAL CONDITION OF ANY LOT. INTENDING BIDDERS MUST SATISFY THEMSELVES AS TO THE CONDITION OF ANY LOTS AS SPECIFIED IN CLAUSE 15 OF THE NOTICE TO BIDDERS CONTAINED AT THE END OF THIS CATALOGUE.

As a courtesy to intending bidders, Bonhams will provide a written indication of the physical condition of lots in this sale if a request is received up to 24 hours before the auction starts. Such report is also available for download from Bonhams website. This written indication is issued subject to Clause 1.6 of Appendix 2 to the Notice to Bidders.

ILLUSTRATIONS
Front Cover: Lot 755
Inside Front Cover: Lot 774
Back Cover: Lot 775
Inside Back Cover: Lot 772
Insert Page: Lot 758
Bonhams Hong Kong Gallery
Suite 2001, One Pacific Place
Admiralty, Hong Kong
+852 2918 4321
+852 2918 4320 fax

Nearest MTR location:
Admiralty
SALE INFORMATION

AFTER SALE COLLECTION

All sold lots will be available for collection after 10am on Thursday 4 December from the Bonhams Hong Kong office at Suite 2001, One Pacific Place, 88 Queensway, Admiralty, Hong Kong. Tel: +852 2918 4321

Please call to arrange an appointment for collection. The office is open from 9am to 6pm. Monday to Friday, and closed on public holidays and weekends.

SHIPPING

Buyers are asked to contact Bonhams Hong Kong in advance regarding collection of property and related fees for shipping.

IMPORTANT INFORMATION

Bonhams cannot arrange for the delivery of Corum, Franck Muller, Piaget and Rolex watches into The United States. The buyer or designated agent may collect the property in the country of sale.

Please also note that in some circumstances we are unable to ship the watch with its strap due to certain import restrictions.

The following symbol is used to denote these restrictions:

R These lots are subject to import restrictions when shipped to the United States. Please see notice on previous page.

Y These lots are subject to CITES regulations, please read the information in the back of the catalogue.

PAYMENT

Purchases can only be released when full settlement (inclusive of all charges) of all invoices issued to the buyer is received in cleared funds. If you are a successful Bidder, payment will be due to be made to us by 4:30pm on the second working day after the Sale so that all sums are cleared by the seventh working day after the Sale. This applies even if the buyer wishes to export the lot and an export license is (or may be) required. Before bidding you should ensure that you have the necessary funds available and be able to pay according to one of the methods set out below. All cheques should be made payable to Bonhams (Hong Kong) Ltd - Client A/C. Unless agreed by us in advance payments made by anyone other than the registered buyer will not be accepted. We accept the following methods of payment:

Hong Kong dollar personal cheque drawn on a Hong Kong branch of a bank: all cheques must be cleared before you can collect your purchases.

Bankers draft: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft of cheque, we will allow you to collect your purchases immediately;

Cash: you may pay for Lots purchased by you at this Sale with notes, coins or travellers cheques in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you at the Sale does not exceed HK$80,000. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

Travelers Cheques: You may pay for Lots purchased by you at this Sale with travellers cheques, provided the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed HK$80,000. We will need to see your passport if you wish to pay using travellers cheques;

Bank Transfer: you may electronically transfer funds to our Client Account. If you do so, please quote your paddle number and invoice number as the reference.

Our Client Account details are as follows:

Account Name
Bonhams (Hong Kong) Ltd - Client A/C

Account Number
808-870174-001

Bank Name
HSBC

Bank Address
Head Office
1 Queens Road
Central
Hong Kong

Swift Code
HSBCHKHHKHK

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to Hong Kong dollars must not be less than the Hong Kong dollars amount payable, as set out on the invoice.

Debit cards issued by a Hong Kong Bank: there is no additional charge for purchases made with these cards

Credit cards: American Express, Visa, Mastercard and UnionPay.

Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

For CUP debit cards:

No surcharge for using CUP debit cards will apply on the first HK$1,000,000 invoiced to a Buyer in any Sale; a 2% surcharge will be made on the balance over HK$1,000,000.

If you have questions with regard to payment or settlements of vendor proceeds please contact our Customer Service Department.
NOTICE TO BIDDERS

This notice is addressed by Bonhams to any person who may be interested in a Lot, including Bidders and potential Bidders (including any eventual Buyer of the Lot). For ease of reference we refer to such persons as “Bidders” or “you”.

Our List of Definitions and Glossary is incorporated into this Notice to Bidders. It is at Appendix 3 at the back of the Catalogue. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

IMPORTANT: Additional information applicable to the Sale may be set out in the Catalogue for the Sale, in an insert in the Catalogue and/or in a notice displayed at the Sale venue and you should read them as well. Announcements affecting the Sale may be made orally before and during the Sale without prior written notice. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE
In its role as auctioneer of Lots, Bonhams acts solely for and in the interests of the Seller. Bonhams’ job is to sell the Lot at the highest price obtainable at the Sale to a Bidder. Bonhams does not act for Buyers or Bidders in this role and does not give advice to Buyers or Bidders. When it or its staff make statements about a Lot or, if Bonhams provides a Condition Report on a Lot it is doing that on behalf of the Seller of the Lot. Bidders and Buyers who are themselves not expert in the Lots are strongly advised to seek and obtain independent advice on the Lots and their value before bidding for them.

The Seller has authorised Bonhams to sell the Lot as its agent on its behalf and, save where we expressly make it clear to the contrary, Bonhams acts only as agent for the Seller. Any statement or representation we make in respect of a Lot is made on the Seller’s behalf and, unless Bonhams sells a Lot as principal, not on our behalf or any Contract for Sale is between the Seller and the Bidder and not us. If Bonhams sells a Lot as principal this will either be stated in the Catalogue or an announcement to that effect will be made by the Auctioneer. The terms of that contract will be stated in a notice at the Sale or an insert in the Catalogue.

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a Lot and buy it, at that stage Bonhams does enter into an agreement with you. The terms of that agreement are set out in our Buyer’s Agreement save for those varied by announcement given out orally before and/or during the Sale, which you will find at Appendix 3 at the back of the Catalogue. This will govern Bonhams’ relationship with the Buyer.

2. LOTS
Subject to the Contractual Description printed in bold letters in the Entry about the Lot in the Catalogue (see paragraph 3 below), Lots are for identification purposes only. They may not reveal the true condition of the Lot. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the Lot.

Lots are available for inspection prior to the Sale and it is for you to satisfy yourself as to each and every aspect of a Lot, including its condition, provenance, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the Hamme price). It is your responsibility to examine any Lot in which you are interested.

It should be remembered that the actual condition of a Lot may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and Lots may not be authentic or of satisfactory quality; the inside of a Lot may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many Lots they may have been damaged and/or repaired and you should not assume that a Lot is in good condition.

Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a Lot, you should consult someone who does to advise you. You can assist in making your own assessment of condition by asking for a Condition Report or contacting us to obtain further information. You should also take into account the terms of a Notice to Bidders and/or the Contract of Sale prior to bidding. The Auctioneer may accept bids for Lots in his discretion from time to time by notice given orally or in writing before or during a Sale.

The Lot is available for inspection and you MUST MAKE YOUR OWN INDEPENDENT INVESTIGATION INTO ITS CONDIATION RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY LOT OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE SALE.

4. CONDUCT OF THE SALE
Our Sales are public auctions which persons may attend and you should take the opportunity to do so.

We do reserve the right at our sole discretion to refuse admission to our premises or to any Sale without stating a reason. We have complete discretion as to whether the Sale is held, whether any Lot is included in the Sale, the manner in which the Sale is conducted and we may offer Lots for sale in any order we choose notwithstanding the numbers given in the Catalogue. You should therefore check the date and starting time of the Sale, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a Lot you are interested in is put up for Sale.

We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any Lot, to combine two or more Lots, to withdraw any Lot from a Sale and, before the Sale has been closed, to put up any Lot for auction again.

Auction speeds can exceed 100 Lots to the hour and bidding increments are generally about 10%. However these do vary from Sale to Sale and from Auctioneer to Auctioneer. Please check with the department organising the Sale for advice on this.

Where a Reserve has been applied to a Lot, the Auctioneer may, in his absolute discretion, place bids (up to an amount not equaling or exceeding such Reserve) on behalf of the Seller. The Seller’s responsibility to you in this role is not equalling or exceeding such Reserve) Reserve on behalf of the Seller is not responsible for any errors which may occur in the use of the currency converter.

The Buyer will be the Bidder who makes the highest bid acceptable to the Auctioneer for any Lot (subject to any applicable Reserve), which the Auctioneer, in the discretion of the Auctioneer at the striking of the Auctioneer’s hammer. Any dispute as to the highest acceptable bid will be settled by the Auctioneer in his absolute discretion.

All bids tendered will relate to the actual Lot number announced by the Auctioneer.

An electronic currency converter may be used at the Sale. This equipment is provided as a general guide as to the approximate amount in certain currencies of the bid given. We do not accept any responsibility for any errors which may occur in the use of the currency converter.

We hereby give you notice that we may use video cameras to record the Sale and may record telephone calls for reasons of security and to assist in settling any disputes which may arise in relation to bids made at the Sale.

At some Sales, for example, jewellery Sales, we may use screens on which images of the Lots will be projected. This service is provided to assist you in viewing at the Sale. The image on the screen should be treated as an indication only of the current Lot. If it should be noted that all bids tendered will relate to the actual Lot number announced by the Auctioneer. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING
We do not accept bids from any person who has not completed and delivered to us one of our Bidding Forms, either our Brother Registration Form, Absentee and Telephone Bidding Form before the Sale. You may be asked for proof of identity, residence, financial details and references, which, if requested, you must supply if your bids are to be accepted by us. Please bring your passport, Hong Kong Identity Card (or similar photo proof of identity) and a debit or credit card. We may request a deposit from you before allowing you to bid.

We may refuse entry to a Sale to any person even if that person has completed a Bidding Form.

Bidding in person
You should come to our Bider registration desk at the Sale venue and fill out a Bider Registration Form on (or, before possible, the day before the Sale). The bidding number system is sometimes referred to as “paddle bidding”. You
will be issued with a large card (a “paddle”) with a printed number on it. This will be attributed to you for the purposes of the Sale. Should you be a successful Bidder you will need to ensure that your number can be clearly seen by the Auctioneer and that it is your number which is identified as the Buyer’s. You should not let anyone else use your paddle as all Lots will be invoiced to the name and address given on your Bidder Registration Form. Once an invoice is issued it will not be changed.

If there is any doubt as to the Hammer Price of, or whether you are the successful Buyer of, a particular Lot you must draw this to the attention of the Auctioneer before the next Lot is offered for Sale. The decision of the Auctioneer is considered final and conclusive.

At the end of the Sale, or when you have finished bidding please return your paddle to the Bidder registration desk.

Bidding by telephone
If you wish to bid at the Sale by telephone, please complete an Absentee and Telephone Bidding Form, which is available from our offices or in the Catalogue. Please then return it to the office which is responsible for the Sale at least 24 hours in advance of the Sale. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls may be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all Lots. We will not be responsible for bidding on your behalf if you are unavailable at the time of the Sale or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding post by post or fax
Absentee and Telephone Bidding Forms can be found in the back of this Catalogue and should be completed and sent to the office responsible for the Sale. It is in your interests to return your form as soon as possible, as if two or more Bidders submit the same bid for a Lot, the first bid received takes precedence. In any event, all bids should be received at least 24 hours before the start of the Sale. Please check your Absentee and Telephone Bidding Form carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is conditional on the bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest possible subject to Reserve and other bids made by others. Where appropriate your bid will be rounded down to the nearest amount consistent with the Auctionner’s bidding increments. New Bidders must also provide proof of identification and administration. Failure to do this may result in your bid not being placed.

Bidding via the internet
Please visit our Website at http://www.bonhams.com for details of how to bid via the internet.

Bidding through an agent
Bids will be accepted as placed on behalf of the person named as the principal on the Bidding Form although we may refuse to accept bids from an agent on behalf of a principal and may require the information from the principal confirming the agent’s authority to bid. Nevertheless, as the Bidding Form explains, any person placing a bid as an agent on behalf of a principal (whether or not he has been given a printed number or not the identity of his principal) will be jointly and severally liable with the principal to the Seller and to Bonhams under any contract resulting from the acceptance of a bid.

Subject to the above, please let us know if you are acting on behalf of another person when bidding for Lots at the Sale. Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to an Absentee and Telephone Bidding Form which you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the Hammer Price and Buyer’s Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent’s client’s identity and residence in advance of any bids made by the agent on his behalf. Please refer to our Conditions of Business and contact our Customer Services Department for further details.

On the Lot being knocked down to the Buyer, a Contract for Sale of the Lot will be entered into between the Seller and the Buyer on the terms of the Contract for Sale set out in Appendix 1 at the back of the Catalogue save for those varied by announcement given out orally before and/or during the Sale. You will be liable to pay the Purchase Price, which is the Hammer Price plus any Tax.

At the same time, a separate contract is also entered into between us as auctioneers and the Buyer by your Agreement, the terms of which are set out in Appendix 2 at the end of the Catalogue. Please read the terms of the Contract for Sale and our Buyer’s Agreement contained in the Catalogue in case of any dispute or confusion. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or by or oral announcements before and during the Sale. You should be alert to this possibility of changes and ask if there have been any.

7. BUYER’S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER
Under the Buyer’s Agreement, a premium (the Buyer’s Premium) is payable to us by the Buyer in accordance with the terms of the Buyer’s Agreement and at rates set out below, calculated on the Hammer Price and any related Tax, in addition to it. Storage charges and Expenses are also payable by the Buyer as set out in the Buyer’s Agreement.

For this Sale the following rates of Buyer’s Premium will be payable by Buyers of Lots:
- 25% up to HK$800,000 of the Hammer Price
- 20% from HK$800,001 of the Hammer Price 12% from HK$15,000,001 of the Hammer Price

8. TAX
The Hammer Price and the Buyer’s Premium payable by the Buyer is exclusive of any goods or service tax or other Tax (whether imposed by Hong Kong or otherwise). If any such Tax was to be payable by the Buyer, the Seller shall be solely responsible to pay such Tax and at the rate and time as required by the relevant law, or if such Tax is to be paid by us, we may add such Tax to the Purchase Price payable by the Buyer.

9. PAYMENT
It is of critical importance that you ensure that you have readily available funds to pay the Purchase Price and the Buyer’s Premium (plus Tax and any other charges and Expenses) as required. You should not let anyone else use your paddle or pay for any Lot made on the balance over HK$1,000,000. If you have any questions with regard to payment, please contact our Customer Services Department.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will be applied on the first HK$1,000,000 invoiced to a Buyer in any Sale: a 2% surcharge will be made on the balance over HK$1,000,000.

10. COLLECTION AND STORAGE
The Buyer of a Lot will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the Buyer). Details relating to the collection of a Lot, the storage of a Lot and our Storage Contractor after the Sale are set out in the Buyer’s Agreement as set out in Appendix 2 of the Catalogue.

11. SHIPPING
Please refer enquires on this to our customer services department dealing with the Sale.

12. EXPORT/TRADE RESTRICTIONS
It is your sole responsibility to ensure all Hong Kong export and overseas import regulations relating to your purchases and also to obtain any required export and/or import licence(s).

The need for export and import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions.

The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall be considered a breach of this Agreement.

13. CITES REGULATIONS
Buyers are advised to check the regulations applicable to Hong Kong exportation and overseas importation when exporting any goods from Hong Kong to the place of destination. Buyers should ensure that they can export from Hong Kong of any items made of or incorporating ivory, whalebone, tortoiseshell, rhinoceros horn, coral and other restricted materials is prohibited unless a CITES export licence is obtained from the Agriculture, Fisheries and Conservation Department of Hong Kong. A period of 8 weeks may be required for the purposes of obtaining such export licence.

Please note that Lots marked in the catalogue with a Y next to the lot number contain one or more of the aforementioned restricted materials. However, the omission of such letter Y does not automatically mean that the Lot is not subject to CITES regulations. Buyers are advised to obtain information from the relevant regulatory authorities concerning export and import restrictions, requirements and costs prior to bidding.

14. THE SELLERS AND/OR BONHAMS’ LIABILITY
Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error of description or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective of any delay or damage arising whether connected or disconnected, or indirect in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitution claim or otherwise.

In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for any loss or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller’s liability (combined, if both we and the Seller are liable) will be limited to the payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective of any case of the nature, volume or source of any loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by negligence or any act, omission or neglect of the Seller or any of the Seller’s contractors, agents or servants.

Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person’s rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by...
17. CLOCKS AND WATCHES

All Lots are sold as "is", and the absence of any reference to the condition of a clock or watch does not imply that the Lot is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, Bonhams makes no representation or warranty that any clock or watch is in working order. As clocks and watches can contain fine and complex mechanisms, Bidders should be aware that a general service, change of battery or further repair work, for which the Buyer is solely responsible, may be necessary. Bidders should be aware that the importation of watches such as Rolex, Franck Muller and Corum into the United States is highly restricted. These watches may not be shipped to the USA and can only be imported personally.

18. JEWELLERY

Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US and it is the Buyer’s responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the Buyer to successfully import goods into the US does not constitute grounds for non-payment or cancellation of Sale. Bonhams will not be responsible for any additional costs in this regard howsoever incurred.

Gemstones

Historically most gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. Bidders should be aware that Estimates assume that gemstones may have been subjected to such treatments. A list of laboratories issue certificates that give more detailed Descriptions of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that Bonhams has been given or has obtained certificates for any Lot in the Sale these certificates will be disclosed in the Catalogue. Although, as a matter of policy, Bonhams endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each Lot. In the event that no certificate is published in the Catalogue, Bidders should assume that the gemstones may have been treated. Neither Bonhams nor the Seller accepts any liability for contradictions or differing certificates obtained by Buyers on any Lots subsequent to the Sale.

20. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our Catalogues we detail, as far as practicable, recorded all significant defects, cracks and restoration. Such practicable Descriptions of damage cannot be definitive, and in providing Condition Reports, we cannot Guarantee that there are no other defects present which have not been mentioned. Bidders should satisfy themselves by inspection, as to the condition of each Lot. Please see the Contract for Sale printed in this Catalogue. Because of the difficulty in determining the results of treatments which has been repolished, in our Catalogues reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullages levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows: Under 15 years old – into neck or less than 4cm 15 to 30 years old – top shoulder (ib) or up to 5cm Over 30 years old – high shoulder (h) or up to 6cm It should be noted that ullages may change between publication of the Catalogue and the Sale and that corks may fail as a result of transporting the wine. We will only accept responsibility for Descriptions of condition at the time of publication of the Catalogue and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

A parcel is a number of Lots of identical size of the same wine, bottle size and Description. The Buyer of any of these Lots has the option to accept some or all of the remaining Lots in the parcel at the same price, although such options will be at the Auctioneer’s sole discretion. Absentee Bidders are, therefore, advised to bid on the first Lot in a parcel.

Bottling Details and Case Terms

The following terms used in the Catalogue have the following meanings:


SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

• Subject to CITES regulations when exporting these items outside the EU, see clause 13.
• Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
• The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
• Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
• This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

22. LANGUAGE

The Notice to Bidders is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.

DATA PROTECTION – USE OF YOUR INFORMATION

As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if any). You agree to our use of it as follows:

We may use your data to notify you about changes to our services and to provide you with information about products or services that you have requested from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiaries). Subject to this, we will not disclose your data to any third party, but we may from time to time provide you with information about goods and services provided by third parties which we feel may be of interest to you. Any member of our group may use your data for similar purposes.
These terms govern the contract between the Seller and the Buyer.

The Definitions and Glossary contained in Appendix 3 in the Catalogue are incorporated into the Contract for Sale and a separate copy can also be provided by Bonhams on request. Where words and phrases are used which are in the List of Definitions in it, they are printed in italics.

Seller sells the Lot as the principal to the Contract for Sale, such contract being made between the Seller and you through Bonhams which acts in the sole capacity as the Seller's agent and not as an additional principal. However, if the Catalogue states that Bonhams sells the Lot as principal, or such a statement is made by an announcement by the Auctioneer, or by a notice at the Sale, or an insert in the Catalogue, then Bonhams is the Seller for the purposes of this agreement.

The contract is made on the striking of the Auctioneer's hammer in respect of the Lot when it is knocked down to you.

The Seller undertakes to you:

1.1 The Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;

1.2 save as disclosed in the Entry for the Lot in the Catalogue, the Seller sells the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot;

1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot;

1.4 the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and Taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past;

1.5 subject to any alterations expressly identified as such by the Seller in the Announcement or notice at the Sale venue or by the Notice to Bidders or by an insert in the Catalogue, the Lot corresponds with the description of the Lot given in the Catalogue or announced by the Auctioneer and the Seller has not been guilty of negligence or misrepresentation in relation to any part of the Lot.

You agree to indemnify the Seller against all charges, costs, expenses and losses arising in respect of any injury, loss and damage caused to you after the fall of the Auctioneer's hammer until you obtain full title to it.

The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

Title to the Lot remains in and is retained by the Seller until the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot have been paid in full, and received in cleared funds by Bonhams.

Your obligation to pay the Purchase Price arises when the Lot is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot.

Time will be of the essence in relation to payment of the Purchase Price and all other sums payable by you to Bonhams. Unless agreed in writing with you by Bonhams on the Seller's behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to Bonhams by you in the currency in which the Sale was conducted by not later than 4.30pm on the second working day following the Sale and you must ensure that the funds are cleared by the seventh working day after the Sale. If the funds have not been made to Bonhams by one of the methods stated in the Notice to Bidders unless otherwise agreed with you in writing the Seller may at his discretion, if you do not pay any sums due in accordance with this paragraph, the Seller will have the right to repossess the Lot as his bailee, to rescind the Contract for Sale and/or to sell or otherwise dispose of the Lot to cover such sums. You will be responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.

If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):

- to re-sell the Lot by auction, private treaty or on any other means on giving seven days' written notice to you of the intention to re-sell;
- to retain possession of the Lot;
- to take legal proceedings against you for any sum due under the Contract for Sale and/or damages for breach of contract;
- to be paid interest on any monies due (after as well as before judgment) at the annual rate of 5% per annum above the base rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- to repossess the Lot (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
- to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
- to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.

8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgment or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.

8.3 On any re-sale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 20 days of receipt of such monies by him or on his behalf.

9 THE SELLER’S LIABILITY

9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer’s hammer in respect of the Lot.

9.2 Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Seller, or any创客 or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.

9.3 The Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Estimate or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.

9.4 The Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or for anticipated time on the part of the Buyer or of the Buyer’s management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;

9.5 In any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution for a restitutionary remedy or in any way whatsoever, the Seller’s liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee’s duty, restitutionary claim or otherwise.

9.6 Nothing said in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly) any person’s liability or excluding or restricting any person’s rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller’s negligence (or any person under the Seller’s control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Ordinance (Chapter 553 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

MISCELLANEOUS

10.1 You may not assign either the benefit or burden of the Contract for Sale.

10.2 The Seller’s failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing.

10.3 If either party to the Contract for Sale is prevented from performing that party’s respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, will not be delivered to its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams’ officers, employees and agents.

The headings used in the Contract for Sale are for convenience only and will not affect its interpretation.

In the Contract for Sale “including” means “including, without limitation”.

References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

Reference to a numbered paragraph is to a paragraph of the Contract for Sale.

Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer on) any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.

Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the response or effect of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams’ holding company and the subsidiaries of such holding company and the successor and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to avail itself of the same relevant right at law.

GOVERNING LAW AND DISPUTE RESOLUTION

11.1 Law

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. Bonhams has a disputes procedure in place.

Language

The Contract for Sale is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.

APPENDIX 2

BUYER’S AGREEMENT

IMPORTANT: These terms may be changed in advance of the sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the sale of the Lot and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

THE CONTRACT

These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.

The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Any reference to information printed in the Notice to Bidders, printed at the beginning of the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.

Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer’s hammer in respect of the Lot, when it is knocked down to you and at that moment a separate contract is also made between you and Bonhams on the terms in this Buyer’s Agreement.

We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.

Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:

we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;

subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;

we will provide a guarantee in the terms set out in paragraph 9.

We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate or details which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams’ Website, by or on behalf of the Seller, and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller.
2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the Seller under the Contract for Sale in respect of the Lot.

3 PAYMENT

3.1 Unless agreed in writing between you and us or as otherwise set out in the Notice to Bidders, you must pay to us by not later than 4.30pm on the second working day following the Sale:

3.1.1 The Purchase Price for the Lot;

3.1.2 A Buyer’s Premium in accordance with the rates set out in the Notice to Bidders, and

3.1.3 If the Lot is marked “[D]”, an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.

3.2 You must also pay us on demand any Expenses payable pursuant to this agreement.

3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.

3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to the Tax at the appropriate rate and such Tax will be payable by you on all such sums.

3.5 We may deduct and retain for our own benefit any moneys paid by you to us the Buyer’s Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and Tax and any interest earned and/or incurred until payment to the Seller.

3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

3.7 Where a number of Lots have been knocked down to you, any moneys we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.

4 COLLECTION OF THE LOT

4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing.

4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified by 4.30pm on the seventh day after the Sale.

4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.

4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting as your agent and on your behalf, to enter into a contract (the “Storage Contract”) with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of HK$50 plus Tax per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.

4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.

4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor’s premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.

4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.

4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

5 STORING THE LOT

We agree to store the Lot until either of your removal of the Lot or until the date set out in the Notice to Bidders (or if no date is specified, by 4.30pm on the seventh day after the Sale). Accordingly, subject to paragraphs 6 and 10, to be responsible as bailie to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property before payment of any such sum). If you do not collect the Lot before the time and date set out in the Notice to Bidders (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the Notice to Bidders. If you have not paid for the Lot in accordance with paragraph 3, and the Lot is moved to any third party’s premises, the Lot will be held by such third party strictly in trust to Bonhams’ order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

Only on the payment of the Purchase Price to us will title in the Lot pass to you. However, under the Contract for Sale, the risk in the Lot passed to you when it was knocked down to you.

You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):

7.1.1 to terminate this agreement immediately for your breach of contract;

7.1.2 to retain possession of the Lot;

7.1.3 to remove, and/or store the Lot at your expense;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract;

7.1.5 to be paid interest on any moneys due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such moneys become payable until the date of actual payment;

7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;

7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months written notice of our intention to do so;

7.1.8 to retain possession of any of your other property in our possession for any purpose (including without limitation, other goods sold to you or with us for sale) and to apply any moneys received by you as a result of such sale in payment or part payment of any amounts owed to us;

7.1.9 to refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and/or the Seller or that such a claim can reasonably be expected to be made, we may, at our absolute discretion, deal with the Lot in any manner which appears to be in the interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:

8.1.1 retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or

8.1.2 deliver the Lot to a person other than you; and/or

8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or

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require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

The discretion referred to in paragraph 8.1:

may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

We understand a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.

Paragaph 9 applies only if:

your name appears as the named person to whom the original invoice was made out by us in respect of the Lot and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and

within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the Lot.

Paragraph 9 will not apply in respect of a Forgery if:

the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or

it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery.

If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1)(a) and 14(1)(b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the Purchase Price, Buyer’s Premium, Tax and Expenses paid by you in respect of the Lot.

The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.

Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

Our Liability:

We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription

or omission in any Description of the Lot or any Entry or Definition of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, on the Bonhams’ Website, orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.

Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:

handling the Lot if it was affected at the time of sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

changes in atmospheric pressure, nor will we be liable for:

damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business opportunity or for disruption to Business or wasted time on the part of the Buyer’s management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the damage or loss alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee’s duty, a restoration claim or otherwise.

In any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of repayment the amount of the Loss plus Buyer’s Premium (less any sum you may have received from the Seller) irrespective in any case of the holding company and/or responsible, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) the liability arising from negligence, other tort, breach of contract, statutory duty, bailee’s duty, a restoration claim or otherwise.

We may wish to protect yourself against loss by obtaining insurance.

Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person’s liability or excluding restricting any person’s rights or remedies in respect of (i) fraud, (ii) death or personal injury caused by our negligence (or any person under our control for or whom we are legally responsible), or (iii) any act or omission for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

Miscellaneous

You may not assign either the benefit or burden of this agreement.

Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

If either party to this agreement is prevented from performing any of their respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would be by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by registered post or by facsimile transmission (if to Bonhams marked for the attention of the Company Secretary), to the address or facsimile number of the relevant party given in the Notice to Bidders (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

References in this agreement to Bonhams will, where appropriate, include reference to Bonhams’ officers, employees and agents.

The headings used in this agreement are for convenience only and will not affect its interpretation.

In this agreement “including”, means “including, without limitation”.

References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

Reference to a numbered paragraph is to a paragraph of this agreement.

Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

Where this agreement confers an immunity from, and/or an exclusion or a limitation of, the Seller’s liability and/or its obligations, or (ii) any person’s liability or excluding restricting any person’s rights or remedies in respect of (i) fraud, (ii) death or personal injury caused by our negligence (or any person under our control for or whom we are legally responsible), or (iii) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (iv) under our undertaking in paragraph 9 of these conditions.

Governance Law

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. Bonhams has a disputes procedure in place.

Language

The Buyer’s Agreement is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.

Data Protection - Use of your Information

As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if relevant). You agree to our use of it as follows.

We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you will be used to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary).
Subject to this, we will not disclose your data to any third party but we may provide you with information about goods and services provided by third parties which we feel may be of interest to you. Any member of our group may use your data for similar purposes.

We will keep your data for a period of five years from the date of your last contact with us so as to simplify any future registration. The data is transferred to and stored outside Hong Kong and you agree to this transfer.

You have the right to request us not to use your information for these purposes by contacting Bonhams (Hong Kong) Limited at Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom (which for the purpose of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) is the data user) or by e-mail at client.services@bonhams.com.

**APPENDIX 3**

**DEFINITIONS and GLOSSARY**

Where these Definitions and Glossary are incorporated, the following words and phrases have a specific legal meaning with which you may not be familiar.

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<tr>
<td>Additional Premium</td>
<td>A premium, calculated in accordance with the Notice to Bidders, to cover Bonhams’ expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the Buyer to Bonhams on: (a) [which sets for a Hammer Price which together with the Buyer’s Premium (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale)]; (b) an implied warranty that neither-</td>
</tr>
<tr>
<td>Auctioneer</td>
<td>the representative of Bonhams conducting the Sale.</td>
</tr>
<tr>
<td>Bidder</td>
<td>a person who has completed a Bidding Form.</td>
</tr>
<tr>
<td>Bidding Form</td>
<td>our Bidder Registration Form, our Absentee and Telephone Bidding Form.</td>
</tr>
<tr>
<td>Business</td>
<td>includes any trade, business and profession.</td>
</tr>
<tr>
<td>Buyer</td>
<td>the person whose name is visibly displayed on the Catalogue or on the Lot by a visual examination of a Lot by a non-specialist member of Bonhams’ staff.</td>
</tr>
<tr>
<td>Book</td>
<td>a printed book offered for sale at a specialist book sale.</td>
</tr>
<tr>
<td>Buyer’s Agreement</td>
<td>the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).</td>
</tr>
<tr>
<td>Buyer’s Premium</td>
<td>the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.</td>
</tr>
<tr>
<td>Catalogue</td>
<td>the catalogue relating to the relevant Sale, including any representation of the catalogue published on our Website.</td>
</tr>
<tr>
<td>Commission</td>
<td>the commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Format.</td>
</tr>
<tr>
<td>Condition Report</td>
<td>a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.</td>
</tr>
<tr>
<td>Consignment Fee</td>
<td>a fee payable to Bonhams by the Seller calculated at the rates stated in the Conditions of Business.</td>
</tr>
<tr>
<td>Contract Form</td>
<td>the contract form, or vehicle entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for sale by Bonhams.</td>
</tr>
<tr>
<td>Contract for Sale</td>
<td>the contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).</td>
</tr>
<tr>
<td>Contractual Description</td>
<td>the description of the Lot being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) or any statement or representation included in the Entry about the Lot in the Catalogue.</td>
</tr>
<tr>
<td>Description</td>
<td>any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been found to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or moulding (repairing or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforme, whether or not the Lot is transformed.</td>
</tr>
<tr>
<td>Guarantee</td>
<td>the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales or specialist Book Sales, a lot made up of a Stamps or Stamps or a Book or Books as set out in the Buyer’s Agreement.</td>
</tr>
<tr>
<td>Hammer Price</td>
<td>the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer.</td>
</tr>
<tr>
<td>Hong Kong</td>
<td>the Hong Kong Special Administrative Region of the People’s Republic of China.</td>
</tr>
<tr>
<td>Loss and Damage Warranty Fee</td>
<td>means the fee described in paragraph 8.2.1 of the Conditions of Business.</td>
</tr>
<tr>
<td>Lot</td>
<td>any item consigned to Bonhams with a view to its sale at auction or by private treaty (and reference to any Lot which has been consigned to Bonhams and not withdrawn) means a postage stamp offered for sale at a sale by Bonhams.</td>
</tr>
<tr>
<td>Motoring Catalogue Fee</td>
<td>means the contract described in paragraph 8.2.3 of the Conditions of Business.</td>
</tr>
<tr>
<td>Notice to Bidders</td>
<td>the notice printed at the front of our Catalogues.</td>
</tr>
<tr>
<td>Purchase Price</td>
<td>the aggregate of the Hammer Price and Tax on the Hammer Price, (where applicable) the Buyer’s Premium and VAT on the Buyer’s Premium and any Expenses.</td>
</tr>
<tr>
<td>Preserve</td>
<td>means the Lot may be sold (whether at auction or by private treaty).</td>
</tr>
<tr>
<td>Sale</td>
<td>the auction sale at which a Lot is to be offered for sale by Bonhams.</td>
</tr>
<tr>
<td>Sale Proceeds</td>
<td>the net amount due to the Seller from the sale of a Lot, being the Hammer Price less the Commission, any tax chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.</td>
</tr>
<tr>
<td>Seller</td>
<td>the person who offers the Lot for sale named on the Contract Format. Where the person so named identifies himself or herself as the principal, the person named on the Contract Format acts as an agent for the principal (whether such agency is disclosed to Bonhams or not), “Seller” includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words “you” and “your”.</td>
</tr>
<tr>
<td>Specialist Examination</td>
<td>a visual examination of a Lot by a specialist on the Lot.</td>
</tr>
<tr>
<td>Stamp</td>
<td>a postage stamp offered for sale at a Specialist Stamp sale.</td>
</tr>
<tr>
<td>Standard Examination</td>
<td>a visual examination of a Lot by a non-specialist member of Bonhams’ staff.</td>
</tr>
<tr>
<td>Storage Contract</td>
<td>the contract described in paragraph 8.2.5 of the Conditions of Business or paragraph 4.4 of the Buyer’s Agreement (as applicable).</td>
</tr>
<tr>
<td>Storage Contractor</td>
<td>means the company identified as the owner of the Lot.</td>
</tr>
</tbody>
</table>

**Glossary**

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:-

**artist’s resale right**: the right of the creator of a work of art to receive a payment on sales of that work subsequent to the original sale of that work by the creator of it as set out in paragraphs 8.2.1 and 8.2.2 of the Conditions of Business.

**bailee**: a person to whom goods are entrusted.

**lien**: a security interest that a consignee may acquire in goods in the possession of the consignee, which may be enforced by the consignee when the consignee is not paid for the goods.

**motoring catalogue fee**: means the fee payable to Bonhams by the Seller in respect of any Forgery and, in the case of specialist Stamp Sales or specialist Book Sales, a lot made up of a Stamps or Stamps or a Book or Books as set out in the Buyer’s Agreement.

**tort**: a wrongful act, other than a breach of contract, which imposes a legal duty upon the wrongdoer to make reparation to the injured party.

**Trust Account**: means a distinct and separate account into which relevant sums received in respect of the Purchase Price of any Lot will be paid, such account to be a distinct and separate account to Bonhams to the benefit of the indemnity in the same position in which the Buyer would have been had the circumstances giving rise to the indemnity not arisen and the expression "indemnity" is construed accordingly.

**interpleader proceedings**: proceedings in the Courts to determine ownership or rights over a Lot.

**knocked down**: where a Lot is sold to a Bidder, indicated by the fall of the hammer at the Sale.

**lien**: a right for the person who has possession of the Lot to retain possession of the Lot.

**risk**: the possibility that a Lot may be lost, damaged, stolen, or deteriorate in condition or value.

**title**: the legal and equitable right to the ownership of a Lot.

**tort**: a legal wrong done to someone to whom the wrong doer has a duty of care.

**SALE OF GOODS ORDINANCE (Chapter 26 of the Laws of Hong Kong)**

The following extract from the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong): 

**Section 14**

Implied undertakings as to title.

(1) In every contract of sale, other than one to which subsection (2) applies, there is-(a) an implied condition on the part of the seller that in the case of the sale, he has a right to sell the goods, and, if in the contract or in any notice or other writing issued by the seller it is intended that the seller should transfer only such title as he or a third person may have, there is-(b) an implied warranty that all charges or encumbrances not disclosed or known to the buyer before the contract is made and that the buyer will enjoy quiet possession of the goods except so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

(2) In a contract of sale, in the case of which there appears from the contract or is to be inferred from the circumstances of the contract an intention that the seller should transfer only such title as he or a third person may have, there is-(a) an implied warranty that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made; and(b) an implied warranty that neither-(i) the seller; nor(ii) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person; nor(iii) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made, will disturb the buyer’s quiet possession of the goods.
3. 拍賣品的說明及成交價估計

售賣人有權將任何拍賣品的資料交由賣家作出成交價估計。資料僅供參考。賣家有權決定會否對任一拍賣品作出成交價估計，並有權決定作出成交價估計的時間及方式。成交價估計係按拍賣會的時間及拍賣品的現況所作出的估計，可能無法包括全部或部分可能風險或ensure risk factors。

拍賣品的成交價估計

成交價估計係指由拍賣會的時間及拍賣品的現況所作出的估計。

3.1. 成交價估計的條件

在拍賣會進行前，買家應了解拍賣品的資料，並應作出決定是否購買拍賣品。在拍賣會進行中，買家應盡量在可能的最佳條件下購買拍賣品。

3.2. 成交價估計的準確性

買家應了解成交價估計係按拍賣會的時間及拍賣品的現況所作出的估計，可能無法包括全部或部分可能風險或ensure risk factors。

3.3. 成交價估計的限制

買家應避免依賴成交價估計為其投資或商業用途。成交價估計係按拍賣會的時間及拍賣品的現況所作出的估計，可能無法包括全部或部分可能風險或ensure risk factors。
須於競投前查詢是否有任何修訂。

請於拍賣會舉行前最少24小時把該表交回本公司的辦事處，閣下須負責查核本公司及貴方代理人所提交之資料為正確及完整，請閣下務於拍賣會舉行前最少24小時，把該表交回本公司之辦事處，以確保買家之資料為正確及完整。

11. 付款

拍賣品的買家須於拍賣品成交後7個工作天內支付拍賣費及所有有關費用。假若買家未能及時支付拍賣費及所有有關費用，邦瀚斯可把拍賣品重新上拍。

12. 稅項

成交價15,000,001港元或以上部分的12%

成交價首800,000港元的25%

成交價800,000港元至1,500,000港元部分的20%

成交價1,000,000港元至2,000,000港元的18%

成交價2,000,001港元或以上部分的15%

13. 瀕危野生動植物種國際貿易公約(「CITES」)

邦瀚斯保留於任何時間更改付款條款的權利。除非該等條款已於拍賣會前及/或於拍賣會上以口頭或書面形式披露，本公司不承擔任何責任。

14. 買家及/或邦瀚斯的責任

除根據合約的規定外，賣家與買家的責任及責任限額均會根據當地的法例而定。

15. 修損及修能

邦瀚斯認為物件由該珠寶商或聖匠創作，但所用寶石,或該物件經過改動。

16. 書籍

運動員、陶瓷器及玻璃

17. 壽</title>
18. 珠寶

紅寶石及翡翠

19. 圖畫

拍賣品圖畫分類

以下各類圖畫所列之分類，僅以供參考。

【巴爾薩諾】: 我們認為這是該藝術家的作品，若屬
該藝術家的作品之作者，其姓氏後附有一串星號，不
需再在標題內另行列出，而作者提示表也已列
出。我們認為這是該藝術家的作品，若屬
該藝術家的作品之作者，其姓氏後附有一串星號，不
需再在標題內另行列出，而作者提示表也已列
出。
1 合約

1.1 本合約乃規管賣家向買家出售拍賣品的銷售合約。

1.2 拍賣品乃指被拍賣的貨品，但不包括於拍賣會之前或之上以口頭形式公開或承諾出售拍賣品的合約內所提述的資料、標記及貨品，或其補充或更正。拍賣品的擁有人或由擁有人正式授權出售拍賣品的人。

1.3 賣家在合約前假定對拍賣品具有全部或部分的合適程度、質量及有意願的品質。

2.1.4 賣家已遵守所有的與拍賣品進出口有關的法律、公約、規例、及賣家在法律上可行使的權利。

1.6 不論於此協議之前或之後或於拍賣會之前或之上以口頭形式公佈的任何承諾或提示，均不構成拍賣品售出時所按的任何承諾或提示。

3.1 第2.1.5段所述的任何拍賣品被賣家或賣家在法例第26章貨品售賣條例及承諾。

3.3.4 賣家必須在是次拍賣會的任何時間後內，將拍賣品售售後所得的款項支付給賣家。

4.1 拍賣品的定價或其任何用途的定價應由賣家及/或賣家的代表決定。

4.2 對於拍賣品的實物質質或其就任何用途的實物質質作任何承諾或提示，不論是香港法例第26章貨品售
IMPORTANT AND RARE CAMERAS
7.1.10 在給予三個月書面通知下，把本公司因任何目的而收到的閣下款項，無保留由本公司因任何目的（包括但不限於作為支付拍賣品的費用）而與本公司接受任何款項。

7.2 約定本公司根據本第7段採取行動而招致的所有法律及具約約，本公司無須就因下述原因而產生的任何費用、損失或其他開支（不論是否已知法理關係），或閣下同意支"全數價錢或違約金（於頒佈判決或命令之前）及閣下所欠之款項（不論是否已知法理關係）。

7.3 閣下僅支付股份予本公司或其任何股份所有者的款項，則此等款項将首先考慮支付予股份所售的股份費用（於閣下購買多於一項股份時，則按比例支付各股份的費用）。再應用以支付應付予本公司之任何其他款項。

7.4 本公司根據本第7段的權利出售任何股份所收到的款項，於支付應付予本公司及/或賣家的費用後，本公司將保留剩餘款項。剩餘款項將於本公司收到該等股份的二十八日內交還閣下。

7.5 博物館或公司可於任一時間以任何方式將某個別股份出售予閣下。並無需另行通知閣下。

8.1 保留股份價格以售予股份或股份的合理市場價值，並作為參考，本公司可於任何市場出售股份，予財務狀況良好者，作為股份的評估。

8.2 保留股份價格，於股份經本公司合理市場價值而決定之時間或日期，及按比數收取股份之費用，作為股份的費用。股份經本公司合理市場價值而決定之時間或日期，為標準時間，為股份自售予股份之日期。股份自售予股份之日期，為股份自售予股份之日起計計算。

8.3 向閣下以外的其他人士交付股份及/或股份的價值，包括股份於任何市場出售股份，作為股份的價值。股份經本公司合理市場價值而決定之時間或日期，為標準時間，為股份自售予股份之日起計計算。

8.4 展開互相權利訴訟或尋求任何法院、調解、仲裁或其他方法解決，以確立本公司及其他涉及人士的合法權益。在不損害該權利的一般性原則下，並作為案例，gen

9.1 本公司根據本第9段的權利出售任何股份所收到的款項，於支付應付予本公司及/或賣家的費用後，本公司將保留剩餘款項。剩餘款項將於本公司收到該等股份的二十八日內交還閣下。

9.2 第9段僅於以下情況適用：

9.3 本公司信納股份為股份，本公司（主事人）於閣下購買股份後，於閣下須按股份買正票書模板之規定支付股份的費用或股份的費用。股份經本公司合理市場價值而決定之時間或日期，為標準時間，為股份自售予股份之日起計計算。

9.4 閣下須於股份經本公司合理市場價值而決定之時間或日期（即股份自售予股份之日起計計算）及股份經本公司合理市場價值而決定之時間或日期（即股份自售予股份之日起計計算）的後三十日內，向本公司支付股份的費用，否則，本公司可於任何市場出售股份，作為股份的費用。股份經本公司合理市場價值而決定之時間或日期，為標準時間，為股份自售予股份之日起計計算。

9.5 倘股份經本公司合理市場價值而決定之時間或日期，為標準時間，為股份自售予股份之日起計計算，則本公司將股份的股份的費用付予股份的費用。股份經本公司合理市場價值而決定之時間或日期，為標準時間，為股份自售予股份之日起計計算。

9.6 本公司在法律上須代其負責任的任何人士的疏忽、過錯、違法或不當行為，或任一可能引致的責任，或倘在該等情況下履行其責任會導致本公司或任何人士蒙受損害，本公司不會於本項條款下負有責任。

9.7 本公司在法律上須代其負責任的任何人士的疏忽、過錯、違法或不當行為，或任一可能引致的責任，或倘在該等情況下履行其責任會導致本公司或任何人士蒙受損害，本公司不會於本項條款下負有責任。

10.1 本公司在法律上須代其負責任的任何人士的疏忽、過錯、違法或不當行為，或任一可能引致的責任，或倘在該等情況下履行其責任會導致本公司或任何人士蒙受損害，本公司不會於本項條款下負有責任。

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10.4 在任何情況下，倘本公司就股份，或任一可能引致的責任，或倘在該等情況下履行其責任會導致本公司或任何人士蒙受損害，本公司不會於本項條款下負有責任。
7.1.7 在給予閣下三個月書面通知，知會閣下本公司於頒布判決或命令之前及之後)收取由應支付款項日期起至實際付款日期為止之違約的損害賠償，向閣下採取法律程序。

7.1.5 就任何應付款項(於頒布判決或命令之前及之後)收取由應支付款項日期起至實際付款日期為止之違約的損害賠償，向閣下採取法律程序。

4.7 閣下須全面負責領取拍賣品時的包裝、處理費用及風險。拍賣品之風險則由閣下投得拍賣品之時起由閣下擁有。

 risks incidental to the auction, the auctioneer is not liable for personal injury or property damage caused by such factors as the auctionee himself, the auctionee's agents, or the goods themselves. The auctioneer is also not liable for any other losses or damages caused by any third party. However, if the auctioneer is found liable for any such losses or damages, it shall be entitled to recover the losses or damages from the relevant third party.

11.1 閣下得轉讓本協議的利益或須承擔的責任，惟不會使本公司對閣下之責任產生任何違約、濫用或疏忽。　

11.2 閣下得轉讓本協議的利益或須承擔的責任，惟不會使本公司對閣下之責任產生任何違約、濫用或疏忽。　

11.3 閣下得轉讓本協議的利益或須承擔的責任，惟不會使本公司對閣下之責任產生任何違約、濫用或疏忽。

12. 保障法律　

12.1 法律　

本協議下的所有交易以及所有有關事宜，均受香港法例規定及解釋。

12.2 語言　

本協議以英文編列，於詮譯本譯語為本，以英文譯語為準。
（a）一項隱含的保證條款：下列人士不會千擾買方安寧地享有貨品—
（i）賣方；及
（ii）知合同雙方的意思是賣方只轉讓第三者的所有權；及

（b）已通知買方有關貨品的任何押記或產權負擔的人，而該押記或產權負擔並非根據
合約訂立前已向買方披露。
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UK
John Sandon
+44 20 7468 8244
U.S.A
Peter Scott
+1 415 503 3326

California & American Paintings
Scott Levitt
+1 323 436 5425

Chinese & Asian Art
UK
Asaph Hyman
+44 20 7468 5888
U.S.A
Dessa Goddard
+1 415 503 3333
HONG KONG
+852 3607 0010
AUSTRALIA
Yvette Klein
+61 2 8412 2222

Clocks
UK
James Stratton
+44 20 7468 8364
U.S.A
Jonathan Snellenburg
+1 212 461 6530

Coins & Medals
UK
John Millensted
+44 20 7393 3914
U.S.A
Paul Carella
+1 415 503 3360

Contemporary Art
UK
Ralph Taylor
+44 20 7447 7403
U.S.A
Jeremy Goldsmith
+1 917 206 1666

Entertainment Memorabilia
UK
+44 20 7393 3844
U.S.A
Catherine Williamson
+1 323 436 5442

Furniture & Works of Art
UK
Guy Savill
+44 20 7468 8221
U.S.A
Andrew Jones
+1 415 503 3413

Greek Art
Olympia Pappa
+44 20 7468 8314

Golf Sporting Memorabilia
Kevin Mcgimpsey
+44 131 240 2296

Irish Art
Penny Day
+44 20 7468 8366

Impressionist & Modern Art
UK
India Phillips
+44 20 7468 8328
U.S.A
Tanya Wells
+1 917 206 1685

Islamic & Indian Art
Claire Pehallurick
+44 20 7468 8249

Japanese Art
U.S.A
Suzannah Yip
+44 20 7468 8368
U.S.A
Jeff Olson
+1 212 461 6516

Jewellery
UK
Jean Shika
+44 20 7468 8282
U.S.A
Susan Abeles
+1 212 461 6525
AUSTRALIA
Anelle Manolas
+61 2 8412 2222
HONG KONG
Graeme Thompson
+852 3607 0006

Marine Art
UK
Veronique Scorrier
+44 20 7393 3962
U.S.A
Gregg Dirotch
+1 917 206 1697

Mechanical Music
Jon Baddeley
+44 20 7393 3872

Modern, Contemporary & Latin American Art
U.S.A
Alexis Chopmaisal
+1 323 436 5469

Modern Design
Gareth Williams
+44 20 7468 5879

Motor Cars
UK
Tim Schofield
+44 20 7468 5804
U.S.A
Mark Osborne
+1 415 503 3353
EUROPE
Philip Kantor
+32 476 879 471

Automobilia
UK
Toby Wilson
+44 8700 277 619
Adrian Pipros
+44 8700 273621

Motorcycles
Ben Walker
+44 8700 273616

Native American Art
Jim Haas
+1 415 503 3294

Natural History
U.S.A
Claudia Florian
+1 323 436 5437

Old Master Pictures
UK
Andrew Mckenzie
+44 20 7468 8261
U.S.A
Mark Fisher
+1 323 436 5488

Orientalist Art
Charles O’Brien
+44 20 7468 8360

Photography
U.S.A
Judith Eurich
+1 415 503 3259

Portrait Miniatures
UK
+44 20 7393 3986

Prints and Multiples
UK
Rupert Worrall
+44 20 7468 8262
U.S.A
Judith Eurich
+1 415 503 3259

Russian Art
UK
Daria Chernenko
+44 20 7468 8334
U.S.A
Yelena Harbick
+1 212 644 9136

Scientific Instruments
Jon Baddeley
+44 20 7393 3872
U.S.A.
Jonathan Snellenburg
+1 212 461 6530

Scottish Pictures
Chris Brickley
+44 131 240 2297

Silver & Gold Boxes
UK
Michael Moorcroft
+44 20 7468 8241
U.S.A.
Aileen Ward
+1 800 223 5463

South African Art
Giles Pippatt
+44 20 7468 8355

Imp 1

To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

IMPORTANT AND RARE CAMERAS | 57
SD30/9/15
**Registration and Bidding Form**

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

<table>
<thead>
<tr>
<th>Sale no.</th>
<th>Sale venue</th>
<th>Sale date</th>
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<tbody>
<tr>
<td>22900</td>
<td>Hong Kong</td>
<td>3 December 2015</td>
</tr>
</tbody>
</table>

If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

**General Bid Increments HK$:**

- $10,000 - $20,000............by 1,000s
- $20,000 - $50,000............by 2,000 / 5,000 / 8,000s
- $50,000 - $100,000............by 5,000s
- $100,000 - $200,000............by 10,000s

The auctioneer has discretion to split any bid at any time.

**Data protection – use of your information**

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong or by e-mail from hongkong@bonhams.com.

**Credit and Debit Card Payments**

There is no surcharge for payments made by debit cards issued by a Hong Kong bank. All other debit cards, CUP cards and all credit cards are subject to a 2.5% surcharge on the total invoice price.

**Notice to Bidders**

Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company’s behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

**If successful**

I will collect the purchases myself

Please contact me with a shipping quote (if applicable)

* Any person, bidders and purchasers must be at least 18 years of age to participate in the Sale of Lots comprising wine, spirits and liquors.

**Telephone or Absentee (T / A)**

<table>
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<tr>
<th>Lot no.</th>
<th>Brief description</th>
<th>MAX bid in HK$ (excluding premium)</th>
<th>Covering bid*</th>
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**By signing this form you agree that you have seen the catalogue and have read and understood our conditions of sale and wish to be bound by them, and agree to pay the buyer’s premium, tax and any other charges mentioned in the notice to bidders. This affects your legal rights.**

Your signature: Date:

* Covering Bid: A maximum bid (exclusive of Buyers Premium) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form. Please email or fax the completed Auction Registration form and requested information to:

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Bonhams (Hong Kong) Limited. Suite 2001, One Pacific Place, 88 Queensway, Hong Kong. Company Number 1426522.
Bonhams

拍賣會標題: Important and Rare Cameras
拍賣會日期: 3 December 2015
拍賣會編號: 22900
拍賣會場地: 香港

如閣下未能親身出席拍賣會，請最遲於拍賣會前24小時內提供閣下欲競投拍賣品之詳細資料。競投將被下調至最近的競投增幅。請參閱圖錄中「競投者須知」內有關指示邦瀚斯代表閣下執行電話、網上或書面競投的進一步資料。邦瀚斯將代表閣下盡力執行該等競投，但本公司並不對任何錯誤或未能執行競投承擔責任。

一般競投價遞增幅度（港元）:

- $10,000 - 20,000..............按 1,000s
- $20,000 - 50,000..............按 2,000 / 5,000 / 8,000s
- $50,000 - 100,000............按 5,000s
- $100,000 - 200,000...........按 10,000s
- $200,000 - 500,000...........按 20,000 / 50,000 / 80,000s
- $500,000 - 1,000,000........按 50,000s
- $1,000,000 - 2,000,000........按 100,000s
- $2,000,000以上由拍賣官酌情決定

拍賣官可隨時酌情決定把任何競投價拆細。

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<th>公司名稱 (如適用的話將作為發票收票人)</th>
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<th>競投電話號碼 (包括電話國家區號)</th>
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資料保障 - 閣下資料的使用
在本公司獲得任何有關閣下的個人資料時，本公司只會根據閣下的「私隱政策」條款使用閣下的資料（以閣下披露資料時給予本公司的任何額外特定同意為準）。閣下可透過本公司網站 (www.bonhams.com)、郵寄香港金鐘道88號太古廣場二座1122室客戶服務部按hongkong@bonhams.com索取「私隱政策」的副本。

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客戶需提供身份證明文件如護照、駕駛執照、身份證的副本證明，以及住址證明如水電費賬單、銀行或信用卡結算單等。公司客戶亦需提供公司章程/公司註冊文件的副本，以及授權個別人士代表進行競投的函件。如閣下未能提供上述文件，本公司可能要求閣下提供銀行信用證明。

如成功競投拍賣品
本人將自行提取貨品
請向本人提供運輸報價（如適用）

重要提示
除非事前另行與邦瀚斯以書面協定競投人以第三方代理人的身份行事，否則一經登記，競投人須對其購買款項承擔個人責任。任何作為他人代理的人士（不論他是否已披露其為代理或其主事人的身份）須就其獲接納的出價而產生的合約與主事人共同及個別地向賣家及邦瀚斯承擔責任。透過簽署此表格，閣下同意接受本圖錄內的「競投者須知」的約束。閣下亦授權邦瀚斯向閣下的銀行查詢閣下的財務狀況。邦瀚斯可要求閣下提供身份證明及永久地址供查核及客戶管理用途。

電話或書面競投
<table>
<thead>
<tr>
<th>拍賣品編號</th>
<th>拍賣品說明</th>
<th>最高港元競投價 (不包括買家費用)</th>
<th>應急競投價*</th>
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<thead>
<tr>
<th>電郵(大楷)</th>
<th>電郵(小楷)</th>
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閣下簽署此表格，則代表閣下已閱讀圖錄，亦已細閱並理解我們的「業務規定」，並願意受其約束，及同意繳付「競投人通告」內提及「買家費用」及增值稅及其他收費。這影響閣下的法律權利。

簽字:      預期日期:      

* 預計競投價: 表示如在競投期間我們未能透過電話與閣下聯絡或電話連結中斷，則只有邦瀚斯可獲閣下授權以應急競投價為最高競投價（不包括買家費用）代閣下進行競投。

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