IMAGES OF DEVOTION
Including Masterpieces from the Collection of Ulrich von Schroeder
Tuesday 29 November 2016

Bonhams
HONG KONG
IMAGES OF DEVOTION
Including Masterpieces from the Collection of Ulrich von Schroeder

Tuesday 29 November 2016 at 6pm
Admiralty, Hong Kong

BONHAMS (HONG KONG) LTD
Suite 2001
One Pacific Place
88 Queensway
Admiralty
Hong Kong
www.bonhams.com/hongkong

PREVIEW
Sat November 26 10am - 7pm
Sun November 27 10am - 7pm
Mon November 28 10am - 7pm
Tue November 29 10am - 5pm

SALE NUMBER
23698
Lots 101 - 142

CATALOG
HK$350

ENQUIRIES
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BIDS
+852 2918 4321
+852 2918 4320 fax
To bid via the internet please visit www.bonhams.com/23698

Please note that telephone bids must be submitted no later than 4pm on the day prior to the auction. New bidders must also provide proof of identity and address when submitting bids.

Please contact client services with any bidding inquiries.

CUSTOMER SERVICES
Monday to Friday 9am - 6pm
+852 2918 4321

PAYMENT
For an overview of the payment process, please refer to Clause 9 of the NOTICE TO BIDDERS section at the back of this catalogue. Please see back of catalogue for Notice to Bidders.

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.
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 reflecting the Sale may also be given 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 the owner 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 Bidding Bidders does not act for Buyers or Bidders in this role and does not give advice to or act on behalf of 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 and any Contract for Sale is between the Buyer and the Seller and not with 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 or it 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, it is the buyer’s responsibility to enter into an agreement with the Seller. The terms of that contract 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 2 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 sold subject to, and included in the Lot’s hammer price, all faults and imperfections. No reference is made in the Catalogue to any defect, damage or restoration of the Lot. Please see paragraph 15.

Illustrations and photographs contained in the Catalogue (other than photographs forming part of the Contractual Description) or elsewhere 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 authenticity, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated value (which are included in the Auctioneer’s hammer 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 may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or may not be as good as that indicated by its outward appearance. It should be remembered that the actual condition of a Lot may be better or worse than that indicated by its outward appearance.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

The Contractual Description of each Lot is your responsibility to examine any Lot and is your responsibility to examine any Lot and is your responsibility to examine any Lot. You should not suppose that such examinations, investigations or tests have occurred. Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by Bonhams’ representative or on Bonhams’ behalf which is in any way descriptive of any Lot or as to the anticipated or likely selling price of any Lot.

No statement or representation by Bonhams or on its behalf in any way descriptive of any Lot or any Estimate is incorporated into our Buyer’s Agreement.

Alterations

Descriptions and Estimates may be amended at Bonhams’ 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 FORM YOUR OWN OPINION IN 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 proceeds, 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 order in which they are presented 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 price 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 should be calculated in advance and not calculated on the spot. 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 equalising the Reserve) on any Lot, whether or not the Reserve has been closed, to put up any Lot for auction again.

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Buyers are required to pay their bids or, if bids are placed on their behalf, to take responsibility for their correctness.

We carry out all duties of an Auctioneer as set out in Appendix 2 to the Notice to Bidders, including, but not limited to, the duty of a vendor to sell the Lots.

If a Lot is not sold by the end of the Sale, we reserve the right to re-offer the Lot and to agree to the sale of the Lot on any terms and conditions on which we think fit.

Buyers are required to pay their bids or, if bids are placed on their behalf, to take responsibility for their correctness.

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If a Lot is not sold by the end of the Sale, we reserve the right to re-offer the Lot and to agree to the sale of the Lot on any terms and conditions on which we think fit.
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 in advance as it is your responsibility to check with our staff 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 the bid of any agent on behalf of a principal and may require written confirmation from the principal confirming the agent’s authority to bid. Nevertheless, as the Bidding Form excludes the person placing a bid as a principal (on behalf of another (whether or not he has disclosed that fact or 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 an individual or business entity for Lots at the auction. 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 that has been completed and approved. 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 the local requirements and provisions.


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. This is our Buyer’s 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 you are the successful Bidder. We may change the terms of either or both of those agreements in advance as being deemed to be set out in the Catalogue and/or by placing a bid in the Catalogue and/or by notices at the Sale venue and/or by 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 by reference to the Hammer Price and payable 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 on each lot purchased: 25% up to HK$1,200,000 of the Hammer Price 20% from HK$1,200,001 of the Hammer Price 12% from HK$20,000,001 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 imposed by Hong Kong laws or any other laws, the Buyer 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 to us in full before making a bid for the Lot. If you are a successful Bidder, payment will be due to be made by us by 4.30 pm on the second working day after the Sale so that you can phone us to Reserve the Lot on the second working day after the Sale. Payment will have to be by one of the following methods: all cheques should be made payable to Bonhams (Hong Kong Limited). Bonhams reserves the right to vary the terms of payment at any time. Unless agreed by us advance payments made by anyone other than the registered buyer will not be accepted.

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 cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft and that it has been endorsed in your name on the back of the draft, we will allow you to collect your purchases immediately;

Cash: you may pay for Lots purchased by you at this Sale with notes or coins in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed HK$1,000,000. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins or notes;

Bank transfer: you may electronically transfer funds to our Client Account. If you do so, please quote your paddle number and your application reference. Our Client Account details are as follows: Bank: HSBC Address: Head Office Account Name: Bonhams (Hong Kong Limited) - Client Account Number: 888 870 174001 SWIFT Code: HSBCHKHHHHH

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 (EPS): there is no additional charge for purchases made with these cards;

Credit cards: American Express, Visa and Mastercard only. 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 payment and in advance to request that they inform you when seeking to seek authority when you come to pay. 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 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.

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 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 comply with all Hong Kong export and overseas import regulations relating to your purchases and also to obtain any relevant 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 not permit the rescission of any Sale nor allow any delay in making full payment for the Lot.

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 from the placing of the importation. Buyers should also be aware that the export from Hong Kong of any items made of or incorporating ivory, tortoiseshell, tortoiseshell products 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 aforesaid restricted materials. However, the omission of such letter Y does not automatically mean that the Lot is subject to CITES regulations. Buyers are advised to obtain information from the relevant regulatory authorities regarding 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, so that the funds are liable (whether in negligence or otherwise) for any error or misdescription 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 given 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 in any case of the nature, volume or extent 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 negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise.

In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description of a Lot, our liability is limited to the price paid or payable by the Buyer for the Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, and our and/or the Seller’s liability is limited. If both we and the Seller are liable, our loss or damage is limited to an amount equal to the purchase price paid for the Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, and our and/or the Seller’s liability is limited. If both we and the Seller are liable, we and the Seller are jointly liable and each of us 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 (if any) or statutory duty or otherwise.

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 images of devotion | 133 HK/NIB/MAIN/18.10.16
respects of (i) fraud, or (ii) death or personal injury caused by our negligence or (by the negligence of any person under our control or for whom we are legally responsible), or (ii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Cap 34 of the Laws of Hong Kong), or (ii) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraph 9 of the Buyer’s Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

15. DAMAGE AND RESTORATION

Bidders should note that there is no reference to any defect, damage or restoration in this Catalogue. A detailed Condition Report can be provided by Bonhams up to 24 hours before the Sale. When providing Condition Reports, we do not 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.

16. BOOKS

As stated above, all Lots are sold on an “as is” basis, subject to all faults, imperfections and errors of description save as set out below. However, you will be entitled to reject a Book in the circumstances set out in paragraph 11 of the Buyers Agreement. Please note that Lots comprising printed Books, unframed maps and bound manuscripts are not liable to VAT on the Buyer’s Premium.

17. CLOCKS AND WATCHES

At Lots are sold “as it”, 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 often contain fine adjustments that may have been subjected to such treatments. A number should be aware that the importation of watches and documentation before shipping. Failure by the States is highly restricted. These watches may not be

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 the Lot 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 however incurred.

Gemstones

Historically many 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 number 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.

Estimated Weights

If a stone(s) weight appears within the body of the Description in capital letters, the stone(s) has been unmounted and weighed by Bonhams. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their setting and the stated weight is a statement of our opinion only. This information is given as a guide and Bidders should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

When the maker’s name appears in the title, in Bonhams’ opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

Has a signature that, in Bonhams’ opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweler, in Bonhams’ opinion, but using stones or designs supplied by the client.

19. PICTURES

Explanation of Catalogue Terms

The following terms used in the Catalogue have the following meanings but are subject to the general provisions relating to Descriptions contained in the Contract for Sale:

- “Jacopo Bassano”: in our opinion a work by the artist.
- “Attributed to Jacopo Bassano”: in our opinion the work is by the artist named.
- “Studio/Workshop of Jacopo Bassano”: in our opinion a work by an unknown hand in a studio of the artist which expresses more than in the preceding category;
- “Attributed to Jacopo Bassano”: in our opinion probably a work by the artist but less certainly as to authorship is expressed than in the preceding category;
- “Signed and/or dated and/or inscribed”: in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- “Bears a signature and/or date and/or inscription”: in our opinion the piece is by that maker.

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 whether an item of glass has been repolished, in our Catalogues reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

21. WINE

Lots which are lying under Bond and those liable to VAT may not be available for immediate collection.

Examining the wines

It is occasionally possible to provide a Pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

It is our policy to inspect every unopened case. In the case of wines, 20 years the boxes will usually have been opened and levels and appearance noted in the Catalogue where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the neck of the bottle. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsat, 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 (hs) or up to 5cm
- Over 30 years old – high shoulder (hs) 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 date.

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:

- OB – Oporto bottled
- BB – Bordeaux bottled
- FB – French bottled
- GB – German bottled
- BB – Bordeaux bottled
- UK – United Kingdom bottled
- OWC – original wooden case
- WC – individual wooden case
- OC – original carton

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

If you elect to 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 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 our data for similar purposes.

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 may be analysed to identify your potential preferences for these purposes. We may disclose your data to an arm’s length company 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 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 our 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 may be 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 (which for the purpose of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) is the data user) at Montpelier Galleries, Montpelier Street, London, SW1W 9HU, United Kingdom or by e-mail at client.services@bonhams.com.

APPENDIX 1

CONTRACT FOR SALE

1 THE CONTRACT

1.1 These terms govern the Contract for Sale of the Lot by the Seller to the Buyer.

1.2 The Definitions and Glossary contained in Appendix 3 in the Catalogue are incorporated into this Contract for Sale and a separate copy can also be provided by Bonhams on request.

1.3 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, 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.

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

2 SELLER’S UNDERTAKINGS

2.1 The Seller undertakes to you that:

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

2.1.2 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;

2.1.3 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;

2.1.4 the Seller has complied with all requirements, legal or other, 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 agreed 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;

2.1.5 subject to any alterations expressly identified as such in the Catalogue or by 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 Contractual Description of the Lot, being that part of the Entry about the Lot in the Catalogue which is in bold letters and (except for colour) with any photograph of the Lot in the Catalogue and the contents of any Condition Report which has been provided to the Buyer.

3 DESCRIPTIONS OF THE LOT

3.1 Paragraph 2.1.5 sets out what is the Contractual Description of the Lot. In particular, the Lot is not sold as corresponding with that part of the Entry in the Catalogue which is not printed in bold letters, which merely sets out (on the Seller’s behalf) Bonhams’ opinion about the Lot and which is not part of the Contractual Description upon which the Lot is sold. Any statement or representation other than that part of the Entry referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any Description or Estimate, whether made orally or in writing, including in the Catalogue or by Bonhams to you by post or by telephone, or otherwise, and whether by or on behalf of the Seller or Bonhams and whether made prior to or during the Sale or before or after the Contractual Description upon which the Lot is sold.

Except as provided in paragraph 2.1.5, the Seller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose.

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.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose.

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.

5 RISK, PROPERTY AND TITLE

5.1 Risk in the Lot passes to you when it is knocked down to you on the fall of the Auctioneer’s hammer in respect of the Lot. The Seller will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or the Storage Contractor, with whom you have separate contracts (as Buyer). You will indemnify and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses and loss arising in respect of any injury, loss or damage caused to the Lot after the fall of the Auctioneer’s hammer until you obtain full title to it.

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

6 PAYMENT

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.

6.1.7 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 you fail to make payment to Bonhams by one of the methods stated in the Notice to Bidders unless otherwise agreed with you in writing by Bonhams. If you do not pay any sum due, the Seller will have the rights set out in paragraph 6.8 below.

6.1.8 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;

6.1.9 to retain possession of, and on three months’ written notice to sell. Without prejudice, other goods sold to you and apply any monies due to you as a result of such sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
as 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 run 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.

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 and 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 any judgement 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.

On any re-sale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining after any amounts 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 28 days of receipt of such monies by him or on his behalf.

THE SELLER'S LIABILITY

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.

Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraphs 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's Acknowledgment of Sale (Chapter 26 of the Laws of Hong Kong) or otherwise.

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.

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 wasted 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 of the Lot, the value or source or 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.

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 or 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, value 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.

Nothing set out 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 (ii) acts or omissions for which the Seller is liable under the Occupiers Liability Ordinance (Chapters of Hong Kong), or (iv) any liability other than the extent the same may not be excluded or restricted as a matter of law.

MISCELLANEOUS

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

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 before the failure or delay, and the Seller will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.

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, addressee or address or fax number of the Seller, and/or by notices at the sale of the Lot, and/or by notices at the auction or by oral announcement, or otherwise.

Exceptions as set out 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 limits 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.

GOVERNING LAW AND DISPUTE RESOLUTION

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: The 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 and/or by oral announcements and/or by notices at the Sale 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. This agreement is incorporated into this agreement in 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.

1.1 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.

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 any other matter. If there is any such Description or Estimate, it would be 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 and on Bonhams’ Website, or by conduct, or otherwise), 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; 4.6
3.1.2 A Buyer’s Premium in accordance with the rates set out in the Notice to Bidders on each lot, and
3.1.3 If the Lot is marked “*”, 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. 4.7

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 Bider unless the Bider 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. 4.8

3.5 We may deduct and retain for our own benefit from the monies 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. 5

3.7 Where a number of Lots have been knocked down to you, any monies 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. 6

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. The Lot will only be released on production of a stamped, paid invoice, obtained from our cashier’s office. 6.2

4.2 You must collect and release 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. 6.1

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. 7.1.1

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. 7.1.6

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 Seller or Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.

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 our premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.

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. 7.1.7

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 all costs of removing the Lot from our premises, 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.

STORING THE LOT
We agree to store the Lot until the earlier of your removal of the Lot or until 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) and, subject to paragraphs 6 and 10, to be responsible as bailee to you for damage to or the loss or destruction of the Lot notwithstanding that it is not your property before payment of any sums due to us. 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 to Bonhams’ order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

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. 7.4

You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale. 7.5

FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS
If all sums payable to us are not 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 which 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 monies 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 monies become payable until the date of actual payment;
7.1.6 to repossession 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 area (in whatever way and by whatever means) which appears to us to be the premises of which you are the owner, occupier or tenant, and to do all acts necessary and expedient for the purpose of recovering possession of the Lot (or any part thereof) or any 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 property in our possession for any purpose (including, without limitation, other goods sold to you or on our sale) until all sums due to us have been paid in full;
7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time there after in payment or part payment of any sums due to us by you under this agreement;
7.1.10 on three months’ written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or on our sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;
7.1.11 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 on your behalf (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);
7.2 You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) inquired by us as a result of our taking steps under this paragraph 7.1 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer’s Premium (or where you have purchased more than one Lot pro-rata to the Buyer’s Premium on each Lot) and thirdly to any other sums due to us.

We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us by the Seller within 28 days of receipt of us by all such sums paid to us.

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 other than 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 us to recognise the legitimate 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
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 occupied 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 cause in favour of the claim.

FORGERY

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

Paragraph 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 lien, charge, encumbrance and adverse claim, in accordance with the provisions or 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 are not liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 28A 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 statement in respect 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, or 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 tension stringed musical instruments; or

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 your knowledge 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 or reputation 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 your Business, 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, statute, bailee's duty, a restitutionary claim or otherwise.

In any circumstances where we are liable to you in respect of a Lot, 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 maximum the amount of the Purchase Price of the Lot plus Buyer's Premium (less any sum you may be entitled to recover from the Seller) irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered or claimed as damages, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statute, bailee's duty, a restitutionary claim or otherwise.

You 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 negligence (or any person under our control or for whom we are legally responsible), or (iii) 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 construed 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 its respective obligations under this agreement 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 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 fax transmission (if to Bonhams marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the Contract 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 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 restriction of the responsibility and/or liability of Bonhams, it will also operate in favour and for the benefit of Bonhams' holding company and the successors 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

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 obtained is used to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which expression 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 use or disclose your 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 comply with any future registration. This data will be 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, SW1 1HH, United Kingdom (which for the purpose of the Personal 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 used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS
*Additional Premium* 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 account of the Lot (hereafter referred to as the Buyer’s Premium) which together with the Buyer’s Premium (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency in which the sale is conducted at the rate of the Hong Kong Dollar to the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer).

*Auctioneer* the representative of Bonhams conducting the sale.

*Bidder* a person who has completed a Bidding Form.

*Bidding Form* our Bidding Registration Form, our Absentee and Telephone Bidding Form.

*Bonhams (Hong Kong)* Bonhams (Hong Kong) Limited or its successors or assigns. Bonhams is also referred to in the Buyer’s Agreement, the Conditions of Business and the Notice to Bidders by the words “we”, “us” and “our”.

*Book* a printed book offered for sale at a specialist book sale.

*Business* includes any trade, business and profession.

*Buyer* the person who is a lot knocked down by the Auctioneer. The Buyer is also referred to in the Contract of Sale and the Buyer’s Agreement by the words “you” and “your”.

*Buyer’s Agreement* the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).

*Buyer’s Premium* the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.

*Catalogue* the catalogue relating to the relevant Sale, including any representation of the catalogue published on our Website.

*Commission* the commission payable by the Seller to Bonhams calculated at the rates stated in the Notice to Bidders.

*Condition Report* a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.

*Consignment Fee* a fee payable to Bonhams by the Seller calculated at the rates stated in the Conditions of Business.

*Contract Form* 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.

*Contract for Sale* the contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).

*Contractual Description* the only 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 and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.

*Description* 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, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).

*Entry* a written statement in the Catalogue identifying the Lot and its lot number which may contain a description and illustration(s) relating to the Lot.

*Estimate¹* a statement of our opinion of the range within which the hammer is likely to fall.

*Expenses* charges and expenses paid or payable by Bonhams in respect of the Lot including legal expenses, banking charges, insurance, catalogues and other reproductions and illustrations, overheads, post, packing and all costs incidental to or as a result of an electronic transfer of money, charges and expenses for insurance, catalogue and other reproductions and illustrations, postage, packing and shipping costs, reproductions rights’ fees, Taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for sale, storage charges, removal charges or costs of collection from the Seller as the Seller’s agents or from a defaulting Buyer, plus Tax.

*Forgery* an imitation intended by the maker or any other person to deceive as to its title or authorship, style, period, age, provenance, authenticity, title, condition, 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 an imitation. A Lot which is not knocked down at 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 colouring (including repainting 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 conforming to the description in the Lot Description. A Lot which is not knocked down in accordance with the terms of this Agreement is a Forgery.

*Guarantee* the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales, Specialist Book Sales or a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer’s Agreement.

*Hammer Price* the sum calculated on the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer.

*Hong Kong* the Hong Kong Special Administrative Region of the People’s Republic of China.

*Loss and Damage Warranty* means the warranty described in paragraph 8.2.1 of the Conditions of Business.

*Loss and Damage Warranty Fee* means the fee described in paragraph 8.2.3 of the Conditions of Business.

*Lot* any item consigned to Bonhams with a view to its sale at auction or by private treaty (and reference to any Lot will include references to the lot, lots, item, items, transaction, transactions, individual items comprised in a group of two or more items offered for sale as one lot).

*Motoring Charge* a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the payment of motor vehicle registration fees.

*New Bond Street* means Bonhams’ salesroom at 101 New Bond Street, London W1S 1SR.

*Notional Charges* the amount of Commission and Tax which would have been payable if the Lot had been sold at the Notional Price.

*Notional Fee* the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business.

*Notional Price* the latest time in the average of the high and low prices given by or stated in the Catalogue, or, if no such estimates have been given or stated, the Reserve applicable to the Lot.

*Notice to Bidders* the notice printed at the front of our Catalogues.

*Purchase Price* 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.

*Purchase Price* the sum calculated on the currency in which the property is to be sold, but we may from time to time provide you with information

*Purchase Tax* the sum calculated on the currency in which the property is to be sold, but we may from time to time provide you with information

*Sale Proceeds* 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 minus any guarantees given to or stated in the Catalogue or, if no such estimates have been given or stated, the Reserve applicable to the Lot.

*Sale Proceeds* 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 minus any guarantees given to or stated in the Catalogue or, if no such estimates have been given or stated, the Reserve applicable to the Lot.

*Sale Proceeds* 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 minus any guarantees given to or stated in the Catalogue or, if no such estimates have been given or stated, the Reserve applicable to the Lot.

*Sender* the person who has the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity occurred, and the expression “indemnity” is construed accordingly.

*Interpleader proceedings* proceedings in the Courts in order to determine which of several parties is entitled to a Lot.

*knocked down*: when a Lot is sold to a Bidder, indicated by the fall of the hammer at the Sale. A Lot is knocked down for the right of the person who has possession of the Lot to retain possession of it.

*risk*: the possibility that a Lot may be lost, damaged, destroyed, 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)

Section 14 Implied undertaking as to title etc.

(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 the purchase money and agreement to sell, he will have a right to sell the goods at the time when the property is to pass; and

(b) an implied warranty that the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance 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.

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 shall 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-

(1) the seller; nor

(2) 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

(3) a person explaining 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. 拍品的説明及成交估計

拍品的合約

拍品的資料

拍品的資料及估計

成交估計

賣家對買家的責任

邦瀚斯對買家的責任

邦瀚斯對買家的責任

5. 競投

參加競投的人士，必須於邦瀚斯預先填妥並交回的競投咭上填寫其姓名及身份證號碼。競投人競投以競投人之競爭而得，而競投人之競爭得由邦瀚斯全權決定。邦瀚斯對競投人以競爭而得之拍品得視為已經售予競投人。
電話競投

若閣下擬電話於拍賣會競投，請填妥及連同電話競投
表格交回本公司於電話競投截段內。請於拍賣會舉行前最少24小時將該表格交
回本公司，以保障閣下電話競投的權益。閣下須於拍賣會之前48小時內
內聯繫本公司查詢有關電話競投的詳情。

以郵遞或傳真方式競投

出價時，閣下將因電話競投所產生的費用，本公司
會於電話競投的當日收取。閣下可於電話競投後
內查詢是否成交。

7. 買家費用及買家須支付的其他收費

根據買家協議，買家須須於拍賣會後七天內
內支付買家費用。買家費用包括拍賣
會上所拍得的成交價、成交費及所有
之佣金。

8. 買家

成交費為響件之成交價的25%。

9. 付款

買家基礎於拍賣會後七天內付款。

10. 領取及儲存

拍賣品的買家須在拍賣會後七天內領取拍
賣品。買家於拍賣會後七天內領取拍
賣品後，拍賣品將不作儲存。

11. 優惠

若拍得之買家於拍賣會後七天內領取拍
賣品，本公司將給予拍賣品的買家50%的
優惠。

12. 出口/貿易限制

拍賣品的買家須在拍賣會後七天內領取拍
賣品。本公司於拍賣會後七天內領取拍
賣品後，拍賣品將不作儲存。

13. 應急野生動物種類貿易公約

拍賣品的買家須在拍賣會後七天內領取拍
賣品。本公司於拍賣會後七天內領取拍
賣品後，拍賣品將不作儲存。
18. 珠寶

紅寶石及翡翠

產自緬甸的紅寶石及翡翠或不能進口美麗。非產自緬甸的紅寶石及翡翠在進口美國前需經檢查，買家需在付運前取得有關許可及證書。翡翠之議價及鑲嵌要視乎其鑲嵌形式及其風格。翡翠之議價及鑲嵌形式及其風格。

19. 圖畫

拍賣品圖錄頁次

以下乃本圖錄內所列之畫作，但以銷售合約內跟拍賣品說明一般一文為準。

【巴爾薩諾】：我們認為這是該藝術家的作品。倘若該藝術家的名稱不詳，其姓氏後附有一串星號，不宜

論前面沒有列出名字的首字母，表示依我們的意見這乃是該藝術家的作品。

【巴爾薩諾】：我們認為這可能是該藝術家的作品，但其確鑿標準不足於一個層次之規定。

【巴爾薩諾圖冊／工作坊】：我們認為這是該藝術家在其畫室之名下之作品，是否由該藝術家指導創作則不能確定。

【巴爾薩諾圖冊】：我們認為這是與該藝術家關係密切之人士之作品，但不一定是其弟子。

【巴爾薩諾風格】：我們認為這是該藝術家風格的作品，但其風格接近近代。

【仿巴爾薩諾】：我們認為這是該藝術家某知名畫作的仿製作品。

【由……署名／或註上日期及／或銘詞】：我們認為署名及／或日期及／或銘詞出自我他人的作品。

【戴有……的署名／或註上日期及／或銘詞】：我們認為署名及／或日期及／或銘詞是他人加入的。

20. 作物及包裝

損毀及修復

在本圖錄內，作為閣下的指引，在任何可容許的範圍內，我們將詳述所有已知的瑕疵、裂紋及修復狀況。此等實際的損害或可能因作為確認、而且於提供所有瑕疵報告之前，我們不保證物件不存在其他損耗或缺陷。損耗應當通過親自檢查而自行判斷。損耗及修復情況參考本圖錄內的說明。

葡萄酒

在本公司土拍賣場的及需繳納增值稅的拍賣品，或不能立即領取。

檢查葡萄酒

對於較大批量（定義見下文）的拍賣品，閣下可進行拍賣前試品，通常，這只限於較大的及日常飲用的葡萄酒。

我們一般不接受已開封的葡萄酒。酒齡超過 20 年的酒通常已經開封，該等葡萄酒及外觀如有需要，則會在本圖錄內詳述。

酒類與缺損

缺損把塞塞及與液面之間的空間。波爾多瓶的缺損水平一般在底邊之下會會注酒，而對的葡萄酒，阿爾薩斯、德國及卡爾頓則需下降 4 厘米（公分）。可接受的缺損水平會隨著酒齡增加，一般的可接受缺損水平如下：

15 年以下—瓶頂內或少於 4 厘米
15-30 年—瓶頂全高 (hs) 或最多 5 厘米
30 年或以上—瓶頂全高 (hs) 或最多 6 厘米

請注意：缺損水平在本圖錄登記至拍賣會舉行期間或有所改變，而且瓶蓋在運送過程中也有可能出現問題。本圖錄登記時，我們並未對缺損水平作任何確認。就高而不行，或於拍賣後攜帶，及／或於拍賣會場地，及／或於拍賣會場地，及於拍賣會場地之上的狀況。若閣下有此等修訂的狀況，麼於競投前查詢有否有此修訂。

根據本公司，買家對拍賣品的質量，任何用途的適當性及其與購置之有別業務有限責任。本
一 買家的確認

1.1 由賣家向邦瀚斯確認買家為拍賣成功時，撮合拍賣成功的拍品，並與邦瀚斯作為拍
品的買家或賣家。

1.2 本合約之所稱拍賣、拍賣品及拍賣日期均以邦瀚斯之拍
品目錄或網站所載為準，而拍品之
出售拍賣成功後，拍賣品之轉移及
celons所受的任何損失或其他開支及
celons。如賣家於拍賣品出售後，除
拍賣品之任何其它責任或義務。

1.3 除另有拍品目錄所載明之拍品品
質或特點外，邦瀚斯對拍品質
稱及拍品之條件、品質
及描述。(除另有
品目錄所載明之拍品品
質或特點外，邦瀚斯對拍品
品之條件、品質
及描述。)

1.4 本合約所載明之拍品品
質或特點外，邦瀚斯對拍品
品之條件、品質
及描述。)

1.5 於拍賣會當天，買家可於拍
品目錄所載明之拍品品
質或特點外，邦瀚斯對拍品品
質或描述。)

1.6 本合約所載明之拍品品
質或特點外，邦瀚斯對拍品品
質或描述。)

1.7 本合約所載明之拍品品
質或特點外，邦瀚斯對拍品品
質或描述。)

1.8 本合約所載明之拍品品
質或特點外，邦瀚斯對拍品品
質或描述。)

1.9 本合約所載明之拍品品
質或特點外，邦瀚斯對拍品品
質或描述。)

1.10 本合約所載明之拍品品
質或特點外，邦瀚斯對拍品品
質或描述。)

1.11 本合約所載明之拍品品
質或特點外，邦瀚斯對拍品品
質或描述。)

1.12 本合約所載明之拍品品
質或特點外，邦瀚斯對拍品品
質或描述。)

1.13 本合約所載明之拍品品
質或特點外，邦瀚斯對拍品品
質或描述。)

1.14 本合約所載明之拍品品
質或特點外，邦瀚斯對拍品品
質或描述。)

1.15 本合約所載明之拍品品
質或特點外，邦瀚斯對拍品品
質或描述。)

1.16 本合約所載明之拍品品
質或特點外，邦瀚斯對拍品品
質或描述。)
11 規管法律

11.1 法律

本協議所載的交易及所有相關事宜，均受香港法例規定及按其解释。

11.2 語言

本銷售合約以英文文字為本。就詮譯本銷售合約有任何爭議，以英文條款為本。

附錄二

買家協議

11.3 除下列各款所規定外，所有現款或信用卡付款均須於拍賣會後七個工作日內以己結清期滿日收悉。

3.2 倒數協議

根據本協議，閣下須遵守本協議所訂任何開支。

3.3 本公司可對以現金或信用卡付款者，扣除扣款或轉賬費用，本公司可按照其對應的發票總額扣除

4.1 在收到或本公司可經任何書面方式發出拍賣品的到達日期前，於拍賣後七日內訂約的付款，本公司可

4.2 在收到或本公司可經任何書面方式發出拍賣品的到達日期前，於拍賣後七日內訂約的付款，本公司可

4.3 除本協議另有規定外，所有付款於本協議所訂的規定日期及時間，未經由本公司當場收取或本公司

4.4 就於本公司可經任何書面方式發出拍賣品的到達日期前，於拍賣後七日內訂約的付款，本公司可

4.5 於收到或本公司可經任何書面方式發出拍賣品的到達日期前，於拍賣後七日內訂約的付款，本公司可

4.6 除本協議另有規定外，所有付款於本協議所訂的規定日期及時間，未經由本公司當場收取或本公司

10 一般事項

10.1 關於轉讓

下列各款所規定外，所有現款或信用卡付款均須於拍賣會後七個工作日內以己結清期滿日收悉。

10.2 本公司可對以現金或信用卡付款者，扣除扣款或轉賬費用，本公司可按照其對應的發票總額扣除

3.4 品種

3.5 本公司可對以現金或信用卡付款者，扣除扣款或轉賬費用，本公司可按照其對應的發票總額扣除

3.6 本公司可對以現金或信用卡付款者，扣除扣款或轉賬費用，本公司可按照其對應的發票總額扣除

3.7 就於本公司可經任何書面方式發出拍賣品的到達日期前，於拍賣後七日內訂約的付款，本公司可

3.8 除本協議另有規定外，所有付款於本協議所訂的規定日期及時間，未經由本公司當場收取或本公司

4.1 在收到或本公司可經任何書面方式發出拍賣品的到達日期前，於拍賣後七日內訂約的付款，本公司可

4.2 在收到或本公司可經任何書面方式發出拍賣品的到達日期前，於拍賣後七日內訂約的付款，本公司可

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5.1 本公司可按照第5段所載拍品，直至競售

5.2 本公司可按照第5段所載拍品，直至競售

5.3 本公司可按照第5段所載拍品，直至競售

6.1 銷售合約內之私有協議

6.2 銷售合約內之私有協議

6.3 銷售合約內之私有協議

6.4 銷售合約內之私有協議

6.1.2 每件所售之拍品按照邦瀚斯所定的標明之為止，本公司同意下列付款。

6.2.1 拍賣會圖錄內所載三段所列的條款及解釋

6.3.1 本公司同意按照第4段向閣下發放拍品；

6.4.1 本公司同意按照第4段向閣下發放拍品；

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6.4.3 本公司同意按照第4段向閣下發放拍品；
5 拍品的储存

本公司同意於拍品储存期間，直至拍品拍賣或直到拍賣人指示的時間及日期（或直到本公司同意收取的日期），毋須照顧、保管、控制和保護拍品。拍品的風險將於拍品拍賣或以其他方式賣出時終止，並將由拍賣人依照第1.4段及第7.1段所指的規定，由本公司負擔。

6 拍品的費用

6.1 除於拍賣會後向本公司支付買價時，拍賣品的所有權方可轉移至拍買人，然後於拍品拍賣或以其他方式賣出時終止，並將由拍賣人依照第1.4段及第7.1段所指的規定，由本公司負擔。

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7 未能付款或收取拍品付款及部份付款

7.1 就未能付款或收取拍品付款及部份付款，本公司有權在發生任何違約時，將拍品的費用向本公司支付或按拍品的費用向本公司支付，以及按第7.4段所指的規定，向本公司支付當事人支付的費用及利息。

7.2 拍品的費用

7.2.1 除於拍賣會後向本公司支付買價時，拍賣品的所有權方可轉移至拍買人，然後於拍品拍賣或以其他方式賣出時終止，並將由拍賣人依照第1.4段及第7.1段所指的規定，由本公司負擔。

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7.2.3 拍品的費用

7.2.3.1 除於拍賣會後向本公司支付買價時，拍賣品的所有權方可轉移至拍買人，然後於拍品拍賣或以其他方式賣出時終止，並將由拍賣人依照第1.4段及第7.1段所指的規定，由本公司負擔。

8 違約的處理

8.1 拍品的費用

8.1.1 除於拍賣會後向本公司支付買價時，拍賣品的所有權方可轉移至拍買人，然後於拍品拍賣或以其他方式賣出時終止，並將由拍賣人依照第1.4段及第7.1段所指的規定，由本公司負擔。

8.1.2 拍品的費用

8.1.2.1 除於拍賣會後向本公司支付買價時，拍賣品的所有權方可轉移至拍買人，然後於拍品拍賣或以其他方式賣出時終止，並將由拍賣人依照第1.4段及第7.1段所指的規定，由本公司負擔。

8.2 拍品的費用

8.2.1 就未能付款或收取拍品付款及部份付款，本公司有權在發生任何違約時，將拍品的費用向本公司支付或按拍品的費用向本公司支付，以及按第7.4段所指的規定，向本公司支付當事人支付的費用及利息。

8.2.2 拍品的費用

8.2.2.1 就未能付款或收取拍品付款及部份付款，本公司有權在發生任何違約時，將拍品的費用向本公司支付或按拍品的費用向本公司支付，以及按第7.4段所指的規定，向本公司支付當事人支付的費用及利息。

9 拍品的轉讓

9.1 除於拍賣會後向本公司支付買價時，拍賣品的所有權方可轉移至拍買人，然後於拍品拍賣或以其他方式賣出時終止，並將由拍賣人依照第1.4段及第7.1段所指的規定，由本公司負擔。

9.2 拍品的費用

9.2.1 除於拍賣會後向本公司支付買價時，拍賣品的所有權方可轉移至拍買人，然後於拍品拍賣或以其他方式賣出時終止，並將由拍賣人依照第1.4段及第7.1段所指的規定，由本公司負擔。

9.2.2 拍品的費用

9.2.2.1 除於拍賣會後向本公司支付買價時，拍賣品的所有權方可轉移至拍買人，然後於拍品拍賣或以其他方式賣出時終止，並將由拍賣人依照第1.4段及第7.1段所指的規定，由本公司負擔。

10 本公司和拍品的責任

10.1 除於拍賣會後向本公司支付買價時，拍賣品的所有權方可轉移至拍買人，然後於拍品拍賣或以其他方式賣出時終止，並將由拍賣人依照第1.4段及第7.1段所指的規定，由本公司負擔。

10.2 拍品的費用

10.2.1 拍品的費用

10.2.2 拍品的費用

10.3 大氣壓力改變

10.3.1 除於拍賣會後向本公司支付買價時，拍賣品的所有權方可轉移至拍買人，然後於拍品拍賣或以其他方式賣出時終止，並將由拍賣人依照第1.4段及第7.1段所指的規定，由本公司負擔。

10.3.2 大氣壓力改變

10.4 除於拍賣會後向本公司支付買價時，拍賣品的所有權方可轉移至拍買人，然後於拍品拍賣或以其他方式賣出時終止，並將由拍賣人依照第1.4段及第7.1段所指的規定，由本公司負擔。
12
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根據其解釋。

12.2 語言

本本協議以英中兩文締約。如就詮譯本本協議有任何歧見，以英文條款為本。

11 一般條款

11.1 本協議不得轉讓本協議的權利或義務，於本協議外，任何一方均無權強制執行或行使任何法例所不許的權利或義務，除非該等權利或義務係根据本協議產生之權利或義務。

11.2 如本協議有任何一部分被法院認定為無效，則除該部分外，其餘條款仍應保持有效。

11.3 本協議任何一方，因本協議之控制範圍以外之事件而未能履行其義務或權利時，應於適當情況下，於其合理範圍內，及在損害增加之最小範圍內，並於其狀況下未能隨時續行其義務時，則應免於因該事件或其結果而承受該等損失。倘該等損失不會損害協議之其他條款之履行，則本協議應按該等條款繼續履行為宜。

11.4 本協議的任何通知或通知，必須以書面方式作出，且可由專人遞交或以掛號信件、傳真或電郵形式（如發給邦瀚斯，其他方式為我們），發達至各方所已通知之地址，其所發達之地址應為下列各通知之地址，及於未有通知及未有後之時間，均應視為已發達。

11.5 如本協議有任何條款或任何條款之任何部份被法院認為不可強制執行或無效，則該條款或該部份損害之本協議之其他條款之履行，及於其狀況下有關權利或義務之損害之本協議之其他條款之履行，應按該等條款之規定繼續履行為宜。

11.6 本協議內凡提及邦瀚斯均指，包括邦瀚斯的高級職員、僱員及代理人。

11.7 本協議內所用之專有名詞為方便參考及概不影響本協議的詮釋。

11.8 本協議內「包括」一詞指「包括但不限於」。

11.9 單數詞語包括眾數詞語（反之亦然）；任何一個詞語的詮釋包括其他性質。

11.10 凡提及某段，即指本協議內該段落的段落。

11.11 除第11.12條另有明確規定外，本協議概無賦予或（或表示予）非本協議訂約的任何人士，根據本協議條款所授予之權利或強制執行該該協議條款的權利。

11.12 本協議凡賦予買家權利，及／或免除或限制邦瀚斯、本公司的附屬公司、邦瀚斯及其等公司的任何責任職員、僱員及代理的承諾及受讓人亦可享有相同之法律上利益。
（一項包含的保證條款：下列人士不會干擾買方安寧地保管買品——
(i) 購方；及
(ii) 如合約雙方的意向是買方只轉讓第三者的所有權，則該第三者；及
(iii) 任何透過或藉著買方或第三者提出申索的人，而該項申索並非根據在合約訂立前向買方披露或已為買方所知的押記或產權負擔而提出的。

第144條有關所有權等的隱含責任承擔

(1) 除第(2)款適用的售賣合約外，每份售賣合約均有一

(a) 一項賣方須符合的隱含條件：如該合約是一宗售賣，他有權售賣有關買品，如該合約是一項售賣協議，則他在貨品產權轉移時，將有權售賣該等買品；及

(b) 一項隱含的保證條款：該等買品並無任何在訂立合約前向買方披露或未為買方所知的押記或產權負擔，而產權轉移前亦不會有這樣的押記或產權負擔；此外，買方將安寧地享有貨品產權的管有，但如對該項管有的干越

(2) 如售賣合約所顯示或從合約的情況所推定的意向，是賣方只轉讓其本身的所有權或第三者的所有權，則合約中有一

(a) 一項隱含的保證條款：賣方所知但不為買方所知的所有押記或產權負擔，在合約訂立前已向買方披露；及