Images of Devotion
Hong Kong | Tuesday 2 October 2018 at 6pm

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

PREVIEW
September 27
10am - 7pm
September 28
10am - 7pm
September 29
10am - 7pm
September 30
10am - 7pm
October 1
10am - 7pm
October 2
10am - 5pm

SALE NUMBER
24777
Lots 1 - 97

CATALOGUE
HK$350

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To bid via the internet please visit www.bonhams.com/24777

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 note live online bidding will not be available for premium lots: Lot 1, 43, and 54 (⁕)

Please contact client services with any bidding inquiries.

Please see pages 234 to 249 for bidder information including conditions of sale, after-sale collection and shipment.

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.

REGISTRATION IMPORTANT NOTICE
Please note that all customers, irrespective of any previous activity with Bonhams, are required to complete the Bidder Registration Form in advance of the sale. The form can be found at the back of every catalogue and on our website at www.bonhams.com and should be returned by email or post to the specialist department or to the bids department at info.hk@bonhams.com

To bid live online and / or leave internet bids please go to www.bonhams.com/auctions/24777 and click on the Register to bid link at the top left of the page.
Sale Specialists
and Representatives

Indian, Himalayan, and Southeast Asian Art

New York, Hong Kong

Edward Wilkinson
Global Head

Mark Rasmussen
Head of Sales

Doris Jin Huang
Specialist

Lilia Chen
Cataloguer

Regional Representatives

Asia

Jessica Zhang
Beijing

Jenny Tsai
Taipei

Bernadette Rankine
Singapore
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, the term “interested parties” is used as a shorthand for “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. Wherever and whenever 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 also be given out orally before and during the Sale without prior written notice. You should be alert to this possibility of changes and take 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 Bidders. 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 and any Contract for Sale is between the Buyer and the Seller 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, 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, at that stage Bonhams does enter into an agreement with the Buyer. 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 to the Buyer on an “as is” basis, with 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 of any Lots are for identification purposes only and do not convey a legal description of a 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 authorship, attribution, condition, provenance, history, background, style, period or ownership, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the 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 renewed and Lots may not be authentic or of satisfactory quality; the inclusion 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 or any other 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. We can assist in arranging facilities for you to carry out or have carried out any detailed inspections and tests. Please ask our staff for details.

Any person who damages a Lot will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot
The Catalogue contains an Entry about each Lot. Each Lot contains any description of the Lot (as corresponding only with that part of the Entry which is printed in bold letters and for which, which may be inaccurately reproduced with any photograph of the Lot in the Catalogue). The remainder of the Entry, which is not printed in bold letters, represents Bonhams’ opinion (given on behalf of the Seller) about the Lot only and is not part of the Contractual Description in accordance with which the Lot is sold by the Seller.

Estimates
In most cases, an Estimate is printed beside the Entry. Estimates are only an expression of Bonhams’ opinion made on behalf of the Seller of the range of price the Lot is likely to fall; it is not an estimate of value. It does not take into account any Tax or Buyer's Premium payable. Lots can in fact sell for Hammer Prices below and above the Estimate. Any Estimate should not be relied on as an indication of the actual selling price or value of a Lot.

Estimates are in the currency of the Sale.

Condition reports
In respect of Lots, you may ask for a Condition Report on its physical condition from Bonhams. If you do so, this will be provided by Bonhams on behalf of the Seller free of charge. Bonhams is not entering into a contract with you in respect of the Condition Report and accordingly does not assume responsibility to you in respect of it. Nor does the Seller owe or agree to owe you as a Bidder any obligation or duty in respect of the Lot report about a Lot which may be available for your own inspection or for inspection by an expert instructed by you. However, any written description of the physical condition of the Lot contained in a Condition Report will form part of the Contractual Description of the Lot under which it is sold to any Buyer.

The Seller’s responsibility to you
The Seller does not make or agree to make any representation of fact or contractual promise, guarantee or warranty and undertakes no duty or, whether in contract or tort (other than to the eventual Buyer as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf as to any descriptive of any Lot or as to the anticipated or likely selling price of any Lot. Other than as set out above, no statement or representation in any way descriptive of a Lot or any Estimate is incorporated into any Contract for Sale between a Seller and a Buyer.

Bonhams’ responsibility to you
You have the opportunity of examining the Lot if you want to and the Contract for Sale for a Lot is with the Seller and not with Bonhams; Bonhams acts as the Seller’s agent only (unless Bonhams sells the Lot as principal).

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, whether at its own expense or at any expense offered by you, or to any inquiries or comments from you. Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether by its respective Seller or the Seller) of security and to assist in solving any disputes which may arise in relation to bids made at the Sale.

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 by its respective Seller or the Seller) of security and to assist in solving any disputes which may arise in relation to bids made at the Sale.

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 will proceed, the manner in which the Sale is conducted and we may offer Lots for sale in any order we choose notwithstanding the numbers given to Lots in the Catalogue. You should therefore check the Sale 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. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot.

If there is a Reserve it will normally be no higher than the lower figure of any Estimate in the Catalogue, assuming that the currency of the Reserve has not fluctuated adversely against the currency of the Estimate.

The Buyer will be the Bidder who makes the highest bid acceptable to the Auctioneer for any Lot (subject to any applicable Reserve) to whom the Lot is knocked down by 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 equivalent amount in certain currencys of a given bid. 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 solving 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 viewing at the Sale. The image on the screen should be treated as an indication only of the current Lot. 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 Bidder 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 asked for, you must supply if your bids are to be accepted by us. Please bring your passport, Hong Kong Identity Card (or similar proof photo 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 Bidder registration desk at the Sale venue and fill out a Bidder Registration Form on (or, if possible, before) the day of 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 Buyer 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 number on our check list. You will not let anyone else use your paddle as all Lots will be issued 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 Bidder of, a particular Lot, you must draw this to the attention of the Auctioneer immediately. If the 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 unreachable at the time of the Sale or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding 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 return your form as soon as possible, as if two or more Bidders submit identical bids 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 confidential. Such bids are made at your own risk and there is no liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to Reserves and other bids made for the Lot. Where appropriate your bids will be rounded down to the nearest amount consistent with the Auctioneer’s bidding increments. New Bidders must also provide proof of identity when submitting bids. 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 in writing, 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 not accept responsibility for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to Reserves and other bids made for the Lot. Where appropriate your bids will be rounded down to the nearest amount consistent with the Auctioneer’s bidding increments. New Bidders must also provide proof of identity when submitting bids. Failure to do this may result in your bid not being placed.

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 act as your agent at the Sale unless this is to be carried out by us pursuant to an Absentee and Telephone Bidding Form that you have completed. If we do not agree the agency to be in writing before the end of 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 plus any Tax. 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 are under a duty 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 fall of the hammer, buying 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 these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/or by notices at the Sale 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 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 or before the fall of the hammer purchased:
25% up to HK$2,000,000 of the Hammer Price
20% from HK$2,000,001 to 30,000,000 of the Hammer Price
12.5% from HK$30,000,001 of the Hammer Price

8. TAX
The Hammer Price and the Buyer’s Premium payable by the Buyer is exclusive of any goods service tax or other Tax (whether imposed by Hong Kong or otherwise). If any such Tax was to be paid under Hong Kong laws or any other laws, the Buyer will be liable 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 made to us by 4.30 pm on the second working day after the Sale so that all sums are cleared by the seventh working day after the Sale. Payment will have to be by one of the following methods (all cheque 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.

Bonhams’ preferred payment method is by bank transfer
Bank transfer: you may electronically transfer funds to our Client Account. If you do so, please quote your padd number and invoice number as the reference. Our Client Account details are as follows:
Bank : HSBC
Address : Head Office
1 Queen’s Road Central, Hong Kong
Account Name: Bonhams (Hong Kong) Limited - Client A/C
Account Number: 808 870 174001
SWIFT Code: HSCBCHHH

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment will be equivalent to the Hammer Price less than the Hong Kong dollars amount payable, as set out on the invoice.

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 or cheque, and that the funds have originated from your own account, 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 for all Lots purchased by you at the Sale does not exceed HK$800,000. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins or notes;

Debit cards issued by a Hong Kong bank (EPS): there is no additional charge for purchases made with these cards in person.

Credit cards: American Express, Visa and Mastercard only. The minimum amount payable is HK$200,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

China UnionPay (CUP) debit cards: There is no limit on payment value if payment is made in person.

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 call. If you have any questions with regard to payment, please contact our Customer Services Department.

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 agreed a special arrangement with the Buyer). Details relating to the collection of a Lot, the storage of a Lot and our Storage Contract after the Sale are set out in the Buyer’s Agreement as set out in Appendix 2 of the Catalogue.

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

12. EXPORT/TRADE RESTRICTIONS
It is your 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 be deemed to be rescission of any Sale or no 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 to the place of importation. Buyers should also be aware that the export from Hong Kong of any items made of or incorporating ivory, whalebone, tortoiseshell, rhinoceros horn, coral and other restricted materials is prohibited. 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 need the lot number plus the amount of the hammer price, as set out on the invoice.

There is a HK$200,000 limit on payment value if payment is made by credit card. Although this facility is not available for first time buyers. If you have any questions with regard to payment, please contact our Customer Services Department.

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 or misrepresentation of any kind, 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 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 (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 or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether for damages, for an indemnity 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 in 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 respect of (i) fraud, (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 (iii) acts or omissions 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) 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 inspect 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
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 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 Bidders is solely responsible, may be necessary.

18. JEWELLERY
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. Bidders should assume that 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 Bidders 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 settings, and the stated weight is a statement of 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 jeweller, 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. When the artist’s forename is not known, it is a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named.

“Attributed to Jacopo Bassano”: in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category.

“Studio/Workshop of Jacopo Bassano”: in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist’s direction.

“Circle of Jacopo Bassano”: in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil.

“Follower of Jacopo Bassano”: in our opinion a work by a painter working in the artist’s style, contemporary or nearly contemporary, but not necessarily his pupil.

“Manner of Jacopo Bassano”: in our opinion a work in the style of the artist and of a later date.

“After Jacopo Bassano”: in our opinion, a copy of a known work of the artist.

“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 signature and/or date and/or inscription have been added by another hand.

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 re-polished, in our opinion any reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

21. WINE
Wines
Wines which are listed in Bond because of their time dependent condition require careful storage and monitoring. It is critical to note that wines are subject to change due to ripeness and evolving characteristics. Further, the bordeaux regions of France are subject to weather driven conditions. It should be noted that ullages may change between purchases.

2. 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:

- CB – Château bottled
- DB – Domaine bottled
- EstB – Estate bottled
- BB – Bordeaux bottled
- BE – Belgian bottled
- FB – French bottled
- GB – German bottled
- OB – Oporto bottled
- UK – United Kingdom bottled
- owc – original wooden case
- iw – 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 15

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 finance 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 request from us or which we feel may be of interest to you. 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.

Corks and Ullages
Ullage refers to the space between the base of the cork and the wine. Ullage 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 5 years old – into neck or less than 4cm
5 to 15 years old – top should (ts) 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 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.
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 for the purpose of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) is the data user at Montanaier Galleries, Montpelier Street, London, SW1 3HU, United Kingdom or by e-mail at client.services@bonhams.com.

**APPENDIX 1**

**CONTRACT FOR SALE**

**IMPORTANT:** These terms may be changed in advance of the auction of the Lot by Bonhams by you, the seller, by setting out different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue 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.

**UNDER THIS CONTRACT, THE SELLER’S LIABILITY IN RESPECT OF THE QUALITY OF THE LOT, ITS FITNESS FOR ANY PURPOSE AND ITS CONFORMITY WITH ANY DESCRIPTION IS LIMITED. YOU ARE STRONGLY ADVISED TO EXAMINE THE LOT FOR YOURSELF AND/OR OBTAIN AN INDEPENDENT EXAMINATION OF IT BEFORE YOU BUY IT.

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. Where words and phrases are used which are in the List of Definitions in it, they are printed in italics.

1.3 Seller sells the Lot at 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.

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 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;

2.1.5 subject to any alterations expressly identified as such made 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

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 on Bonhams’ Website, or otherwise, and whether by or on behalf of the Seller or Bonhams and whether made prior to or during the Sale, is not part of 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 undertake any duty of undertaking, obligation, guarantee, warranty, or agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of completion of any Description or Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by or on behalf of the Seller including by Bonhams. No such Description or Estimate is incorporated into this Contract for Sale.

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

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 contract, as Buyer. You will indemnify the Seller and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the Lot after the fall of the Auctioneer’s hammer until you obtain full title to it.

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 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.

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. Payment must be made 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 sums due under this paragraph to Bonhams by one of the methods stated in the Notice to Bidders unless otherwise agreed with you in writing by Bonhams, the Seller will have the rights set out in paragraph 6 below.

7 COLLECTION OF THE LOT

Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums due to the Seller and to Bonhams.

The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same time or at any other Sale and whether currently in Bonhams’ possession or not until payment in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot. You will collect and remove the Lot at your own expense from Bonhams’ custody and/or control or from the Storage Contractor’s custody in accordance with Bonhams’ instructions or requirements.

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.

You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, expenses and losses suffered by the Seller by reason of your failure to remove the Lot or by reason of any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Lot 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 terminate immediately the Contract for Sale of the Lot for your breach of contract;
- to re-sell the Lot by auction, private treaty or any other means on giving seven days’ written notice to you of the intention to resell;
- to retain possession of the Lot;
- to remove and store the Lot at your expense;
- 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 judgement or order) 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, and on three months’ written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to 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

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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 paid by you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.

You are indemnified 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 against 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 8.1.4 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 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 28 days of receipt of such monies by him or on his behalf.

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 Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) or otherwise.

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 Entry or Estimate in relation to the Lot made by or on behalf of the Seller whether written in, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise and whether made before or at 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 wasted time on the part of the Buyer by or on 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 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, volume or source of any loss or damage alleged to be suffered on such terms as are stated in 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 right to proceed 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 314 of the Laws of Hong Kong), or (iv) to 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. Any such waiver will not affect the Seller’s rights or duties to you, by the Seller enforcing 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, addressed c/o Bonhams at 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 the masculine will include reference to the feminine and to the feminine will include reference to the masculine and vice versa. Where reference is made to corporate entities, reference is made to the individual persons who comprise such entities and reference to the singular will include reference to the plural (and vice versa) and reference to the masculine will include reference to the feminine and vice versa.

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, volume or source of any loss or damage alleged to be suffered on such terms as are stated in and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee’s 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, volume or source of any loss or damage alleged to be suffered on such terms as are stated in and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee’s duty, restitutionary claim or otherwise.

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 responsibility and/or liability of the Seller, it will also operate for the benefit of Bonhams, Bonhams’ holding company and the subsidiaries of such holding company and the successors and assignees 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.
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 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 on each lot, and

3.1.3 If the Lot is marked “Lot Without Reserve”, 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 accepted and paid 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 from the monies paid to you by us the Buyer’s Premium, the Sale 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 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.

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 us 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.

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 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$350 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.

Until you have paid the Purchase Price and any Expenses in full in respect of the Lot you will either be held by us as agent on behalf of the Seller or held by the 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 the Storage Contractor’s 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.

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 any charges due under the Storage Contract) will be payable 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 bailie to you for damage to or the loss or destruction of the Lot notwithstanding that it is not your property before payment.

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, either by you or on your behalf, move 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 on 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 will we title to 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.

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 not 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 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;

repossess the Lot (or any part thereof) which has not been delivered to you or to us if otherwise agreed, 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;

7.1.6 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;

7.1.7 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) until all sums due to us have been paid in full;

7.1.8 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;

7.1.9 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 with us for sale) and to apply the result of such sale in payment or part payment of any amounts owed to us;

7.1.10 to refuse to allow you to collect 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.

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) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis (i.e. to cover our expenses and the other parties involved and lawfully to protect our position and our legitimate interests.

Without prejudice to any of our rights under the agreement, and by way of example, we may:

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

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

7.1.13 commence interpleader proceedings or seek any order or any count of any of our agents, mediator, arbitrator or government body; and/or

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 theSeller (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 any of our rights under the agreement, 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
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:

8.1.4 require an indemnity and/or security from you in respect 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

8.2.1 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

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

9 FORGERIES

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

9.2 Paragraph 9 applies only if:

9.2.1 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

9.2.2 you notify us in writing as soon as reasonably possible 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

9.2.3 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.

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

9.3.1 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

9.3.2 it can be established that the Lot is a Forgery only by means of a process which was unreasonable in all the circumstances for us to have employed.

9.4 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.

9.5 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.

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

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

9.8 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.

10 OUR LIABILITY

10.1 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 Estimate in respect of it, made by us or on our behalf by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams’ Website, or orally, or by conduct or action 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:

10.2.1 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

10.2.2 changes in atmospheric pressure; nor will we be liable for: damage to tension stringed musical instruments; or

10.2.3 damage to glazed 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 reputation or for disruption to Business or work done on the part of the Buyer’s management or staff, 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 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, bailee’s duty, a restitutionary 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 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 any loss or damage or the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or

10.4 it can be established that the Lot is a Forgery or we are in a position to entertain a reasonable doubt as to whether it is a Forgery.

10.5 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, or (ii) death or personal injury caused by our negligence (or negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions 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.

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

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

10.8 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.

10.11 You may wish to protect yourself against loss by obtaining insurance.

10.12 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, or (ii) death or personal injury caused by our negligence (or negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions 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.

11 MISCELLANEOUS

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

11.2 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.

11.3 If either party to this agreement is prevented from performing that party’s respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances prove to be a commercially impracticable, 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.

11.4 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 air mail or fax transmission (if 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.

11.5 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.

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

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

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

11.9 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.

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

11.11 Save as expressly provided in paragraph 11.12 nothing in this agreement or any offer or counter (or purposes 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.

11.12 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 subsidiaries of such holding company and the companies, each of whom will be entitled to avail itself of the same relevant right at law.

12 GOVERNING LAW

12.1 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.

12.2 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 may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (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.
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, services provided by our partners 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 or 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 completing Bonhams’ opt-out form, or by sending an email to datacontroller@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 any Lot marked [AR] which sells for a Hammer Price in excess of the Buyer’s Full Reserve Price. The Buyer is also referred to in the Contract of Sale and the Buyer’s Agreement by the words “you” and “your”.

"Agent" a person who has completed a Bidding Form.

"Auctioneer" the representative of Bonhams conducting the Sale.

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

"Bidding Form" our Bidder Registration Form, our Absentee and Telephone Bidding Form.

"Bonhams" 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 to whom a Lot is 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 rate 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 Contract Form.

"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 by the Bonhams 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 a bold heading by 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 description or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, scholarship, 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 such a forgery or imitation as to be not stated 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 modification work (including repainting or overpainting) on a Lot which would have been such an imitation as to have been such an imitation in any description of the Lot, and which is not substantially affected by the identity of the Lot as one confirming to the description of the Lot.

"Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, 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 price in 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 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, unless the context otherwise requires, reference to individual Lots comprising in a group of two or more items offered for sale as one lot).

"Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in respect of the additional work undertaken by Bonhams in respect of cataloguing of motor vehicles and in respect of the promotion of sales of motor vehicles.

"New Bond Street Fee" means Bonhams’ saleroom 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 in time of the average of the high and low estimates given by us to you or stated in the Notice to Bidders.

"Photography Fee" a fee payable by the Seller to Bonhams in respect of photography on the Lot provided to a Bidder or potential Bidder by Bonhams in respect of cataloguing of motor vehicles and in respect of the promotion of sales of motor vehicles.

"Privacy Notice" means 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). Buyer’s Premium and VAT on the Buyer’s Premium and any Expenses.

"Reserve" the minimum price at which a Lot may be sold (whether at auction or private treaty) subject to our right to withdraw the Lot, during the course of the Sale. (where applicable). Buyer’s Premium and VAT on the Buyer’s Premium and any Expenses.

"Sale Proceeds" the net amount due from the Seller to the Buyer after deduction of any taxes, charges, fees, levies or other assessments.

"Tax" means any tax, surcharge, duty, impost, fees, levies or other assessments, and all estimated payments thereof, including without limitation income, business profits, branch profits, excise, property, sales, use, value added VAT), environmental, franchise, customs, transfer, gross receipts, withholding, social security, unemployment taxes, as well as stamp duties and other costs, imposed by the Hong Kong government applicable from time to time and any interest and penalty relating to such taxes, charges, fees, levies or other assessments.

"Termination" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological or similar purposes, including, but not limited to, any intention to influence any government and/or put the public or any section of the public in fear.

"Trust Account" any bank account of Bonhams into which all 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’ normal business bank account.

"Website" Bonhams’ website at bonhams.com.

"Withdrawal Notice" the Seller’s written notice to Bonhams revoking Bonhams’ instructions to sell a Lot.

"Without Reserve" there is no minimum price at which a Lot may be sold (whether at auction or by private treaty).

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 the Artists Resale Right Regulations 2006.

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

"Indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression “indemnity” is intended to mean any indemnity.

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

"knocked down": when a Lot is knocked down to a Bidder, indicated by the fall of the hammer at the Sale.

"not a right": a right for 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.

"transfer": a legal way 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 is an extract from the 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 in the case of an agreement to sell, that he will have by the time the goods are delivered to the buyer 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 not disclosed or known to the buyer before the contract of sale, 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 before the contract of sale, and which 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.

(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 there- (a) an implied warranty that all charges or encumbrances known to the seller and not known to the buyer before the contract of sale, and which 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.
***

1. 本公司的角色

作為拍賣品的拍賣人，邦瀚斯 純粹代表及為賣家的權益行事。邦瀚斯 的責任為於拍賣會以可從投
入取得的最高價格出售拍賣品。邦瀚斯 並非以拍
品為買家或競投人行事，亦不向買家或競投人提供
意見。邦瀚斯 或其職員就拍賣品作出陳述或若邦瀚
斯提供有關拍賣品的狀況報告時，邦瀚斯 或其職
員不代表邦瀚斯 行事。本公司強烈建議您並非就拍
賣品之專家的買家或競投人須於競投前尋求並取得
有關拍賣品及其價值的獨立意見。

賣家已授權邦瀚斯 作為其全權及其代表出售拍
賣品，除非本公司已明確表示並如此。本公司代表
賣家行事時，並非為賣家作出而非代表本公司作出，
而任何銷售合約將於賣家出價時並非買家作出而非
售家出價。本公司對閣下的責任

2. 拍賣品

在圖錄內有關拍賣品的資料內容以組標註的合約說
明文件內見第8或第9句)。拍賣品乃由其賣家出
售其出價時,買家必須注意,所有競投出價均與拍
賣人實

3. 拍賣品的說明及成交價估計

拍賣品的合約說明

在部份情況下，成交價估計會列於資料內容旁
邊。拍賣品說明文件為代表賣家的意見，而邦瀚
斯認為拍賣品相當可能以該價成交;成交價估計
並不對價值的估計。成交價估計並無反映任何應
付稅項或買家費用。拍賣品實際成交價格可低於或高於成交價估計。

成交價估計採用拍賣會所用的貨幣單位。

賣家對閣下的責任

賣家出價(直至金額不等於或超過該底價為止)。邦瀚
斯為作為主事人出售拍賣品，閣下須注意，所有競投出價均為拍賣人

邦瀚斯 對閣下的責任

邦瀚斯 或其代表作出任何說明形式拍賣品或有
關拍賣品的資料內容或視覺資料，不包括及包括
底價的資料內容或視覺資料，不包括及包括

邦瀚斯 以絕對酌情權決定。

4. 競投

閣下於拍賣會舉行當日（或，如可，之前）前

5. 競投

參加競投的任何人，必須於拍賣會舉行當日並

親自出席拍賣

閣下須於拍賣會舉行當日（或，如可，之前）前

拍賣品可供參看，而閣下必須自行對拍賣品作出

拍賣品的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可加

如對於成交或閣下若成功購買某件拍賣品有任

賭投人通告

本通告乃由邦瀚斯 純粹代表及為賣家的權益行事。邦瀚斯 的責任為於拍

進行)更詳細的查驗。詳情請向本公司職員查詢。

進行)更詳細的查驗。詳情請向本公司職員查詢。

進行)更詳細的查驗。詳情請向本公司職員查詢。

進行)更詳細的查驗。詳情請向本公司職員查詢。

進行)更詳細的查驗。詳情請向本公司職員查詢。
6. 購家與賣家及買家與邦瀚斯的合約

於拍賣品成交後，賣家與買家須根據本範本所載之條款訂立合約，始可適用於當事人。當事人對於拍賣會所訂立的合約，除另有約定，均須遵守本範本所載之條款。當事人對於拍賣會所訂立的合約，除另有約定，均須遵守本範本所載之條款。
15. 損壞及修復

競投人須注意本圖錄並無就任何瑕疵、損壞或修復提供指引。邦瀚斯可在拍賣會前24小時提供一份詳細的狀況報告。本公司於提供情況報告時，不能保證並無任何沒有提及的其他瑕疵。競投人應注意審視拍賣品以了解其狀況。請參閱刊載在本圖錄的銷售合約。

16. 書籍

如上文所述，拍賣品乃以其「現況」售予買家，附有以下拍賣品說明所列出的各種瑕疪、缺點及錯誤。然而，在買家協議第11段所列之情況下，閣下有權棄購書籍。請注意：購買包含印刷書籍、無框地圖及裝訂手稿的拍賣品，將無須繳付買家費用的增值稅。

17. 鐘錶

所有拍賣品均以拍賣時的「現況」出售;對於鐘錶狀況並沒有提供任何指引,並不代表該拍賣品狀況良好、毫無缺陷,或未曾維修、修復。大部份鐘錶在其正常使用期內都曾維修,並或裝進非原裝的配件。此外，邦瀚斯並未就鐘錶在正常運轉的狀況作出声明。由於鐘錶通常包含精密細膩之機械裝置,競投人應當假定該拍賣品或其配件在進行運轉時,必提供拍賣品的終端報告。邦瀚斯不保證並無任何沒有提及的其他瑕疵。競投人應當親自審視拍賣品,以了解其狀況。請參閱刊載在本圖錄的銷售合約。

18. 珠寶

1. 鑽石胸針,由辜青斯基製造

當製造者的名字出現在名稱裡,邦瀚斯認為該物件由該製造者製作。

2. 鑽石胸針,由辜青斯基署名

邦瀚斯認為有署名的該是真品,但可能包含非原裝的寶石,或該物件經過改動。

3. 鑽石胸針,由辜青斯基裝嵌

邦瀚斯認為物件由該珠寶商或寶石匠創作,但所用寶石或設計是由客戶提供的。

19. 圖畫

20. 鍍金及玻璃

損壞及修復

在本圖錄裡,作為閣下的指引,在切實可行的範圍內,我們會詳細記述所有明显的瑕疪、裂痕及修復狀況。此等實際的損壞說明不可能作為確定依據,而且提供狀況報告後,我們不保證該物件不存在其她沒有提及的瑕疪。競投人應當透過親自檢查而自行判別每件拍賣品的狀況。請參閱刊載於本圖錄裡的銷售合約。由於難以鑑別玻璃物件是否經過磨光,本圖錄內的參考資料只列出清晰可看的缺口與裂痕。不論程度嚴重與否,磨光狀況均不會提及。

21. 葡萄酒

凡在本公司總部拍賣場的以及需繳納增值稅的拍賣品,或不能立刻領取。

檢驗葡萄酒

對於較大批量(定義見下文)的拍賣品,偶爾可進行拍賣前試酒。通常,這只限於較新的及日常飲用的葡萄酒。

我們一般不會開箱檢驗未開箱的葡萄酒。酒齡超過20年的酒通常已經開箱,缺量水平及外觀如有需要會在本圖錄內說明。

酒塞與缺量

缺量指瓶塞底與液面之間的空間。波爾多酒瓶的缺量水平一般在瓶頸下才會注意得到;而對於勃艮第、阿爾薩斯、德國及干邑的酒瓶,則要大於4厘米(英寸)。可接受的缺量水平會隨著酒齡增加,一般的可接受水平如下:

15年以下-瓶頸內或少於4厘米
15-30年-瓶肩頂部 (ts) 或最多5厘米
30年或以上-瓶肩高處 (hs) 或最多6厘米

請注意:缺量水平在本圖錄發行至拍賣會舉行期間或有所改變,而且酒塞或在運輸過程中出現問題。本圖錄發行時,我們只對狀況說明出現差異承擔責任,而對瓶塞問題所招致的損失,不論是在圖錄發行之前或之後,我們概不負責。

批量購買的選擇

批量拍賣品乃指一定數目批次的、包含同款葡萄酒、相同瓶數、相同瓶款及相同說明的拍賣品。批量拍賣品內任何某批次的買家,可選擇以同樣價錢購買該批量拍賣品其餘部份或全部的拍賣品,雖然該選擇權最終由拍賣官全權酌情決定。因此,競投批量拍賣品時,缺席的競投人最好能從第一批開始競投。

酒瓶細節及酒箱詞彙

本圖錄內下列詞彙有以下的意義:

CB – 酒莊瓶裝
DB – 葡萄園瓶裝
EstB – 莊園瓶裝
BB – 波爾多瓶裝
BE – 比利時瓶裝
FB – 法國瓶裝
GB – 德國瓶裝
OB – 奧波爾圖瓶裝
UK – 英國瓶裝
owc – 原裝木箱
iwc – 獨立木箱
oc – 原裝紙板箱

22. 語言

本競投人通告以中英文刊載。如就詮譯本競投人通告有任何爭議,以英文條款為本。
合約

1

1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。

1.2 圖錄內附錄三所載的釋義及詞彙已納入本銷售合約，邦瀚斯亦可應要求提供獨立的版本，詞彙所載的詞語及用語在本合約內以斜體刊載。

1.3 賣家作為銷售合約的主事人出售拍賣品，該合約為賣家及閣下透過邦瀚斯而訂立，而邦瀚斯僅作為賣家的代理行事，而並非額外的主事人。然而，倘若圖錄說明邦瀚斯以主事人身份出售拍賣品，或拍賣人作出公佈如是說明，或於拍賣會的通告或圖錄的插頁說明，則就本協議而言，邦瀚斯為賣家。

1.4 拍賣人就閣下的出價落槌即表示成交時，本合約即告成立。

2 賣家的承諾

2.1 賣家向閣下承諾：

2.1.1 賣家為拍賣品的擁有人或由擁有人正式授權出售拍賣品；

2.1.2 除在圖錄內所載有關拍賣品的資料有披露以外，賣家出售的拍賣品將附有全面所有權的保證，或如果賣家為遺囑執行人、受託人、清盤人、接管人或管理人，則他擁有因該身份而附於拍賣品的任何權利、業權或權益。

2.1.3 除非賣家為遺囑執行人、受託人、清盤人、接管人或管理人，賣家在法律上有權出售拍賣品，及能授予閣下安寧地享有對拍賣品的管有。

2.1.4 賣家已遵從任何與拍賣品進出口有關的所有規定(不論是法律上或其他)，拍賣品的所有關進出口的稅及稅項均已繳付(除非圖錄內說明其未付或拍賣人公佈其未付)。就賣家所悉，所有第三方亦已在過往遵從該等規定；

2.1.5 除任何於拍賣會場地以公佈或通告，或以競投人通告，或以圖錄插頁形式指明的任何修改外，拍賣品與拍賣品的合約說明相應，即在圖錄內有關拍賣品的資料內以粗體刊載的部份(顏色除外)，連同圖錄內拍賣品的照片，以及已向買家提供的任何狀況報告的內容。

3 拍賣品的說明

3.1 第2.1.5段載述何謂拍賣品的合約說明，尤其是拍賣品並非按圖錄內資料當串沒有以粗體刊載的內容出售，該等內容僅載述(代表賣家)邦瀚斯對拍賣品的意見，而並不構成拍賣品售出時所按的合約說明的一部份。任

3.2 除了第2.1.5段的規定外，對於可能由賣家或代表賣家(包括邦瀚斯)作出有關拍賣品的任何陳述，賣家並無作出該陳述或作出任何其他用語表示，或任何售出拍賣品時所按的合約說明的一部份。

4 對用途的合適程度及令人滿意的品質

4.1 賣家並未作出關於對拍賣品的任何品質及或其作為出售拍賣品的合約說明作出任何合約的允諾、保證、或承諾、責任、擔保、保証或事實陳述。

4.2 對於拍賣品的令人滿意品質及或其任何用途的合約說明，不論在香港法例第26章貨品售賣條例所隱含的任何合約的允諾、保證、或承諾、責任、擔保、保証或事實陳述。
9.5 在任何情况下，若卖方就拍卖品所作的表示，不论作为陈述或说明，或遵守任何协议而须对买方负责，则不因任何索赔、损害或任何损失而承担责任。本声明中的任何声明、保证或担保均不包括无任何形式的索赔、损害赔偿或责任免除，或以任何其他形式，卖方的责任将限于支付最高不超过拍卖品的款项，不论损失或损害赔偿或所要求的损害赔偿的数额、数量或来源，亦不因任何协议而须对买方负责。本声明中的任何声明、保证或担保均不包括任何形式的索赔、损害赔偿或责任免除，或以任何其他形式，卖方的责任将限于支付最高不超过拍卖品的款项，不论损失或损害赔偿或所要求的损害赔偿的数额、数量或来源，亦不因任何协议而须对买方负责。

9.6 上文9.1至9.5段所述不得解释为排除或限制（不论直接或间接）任何人士就(i)欺诈，或(ii)因卖方疏忽（或因卖方所控制的任何人士或卖方在法律上须代其负责的任何人士的疏忽）所引致人身伤亡，或(iii)根据香港法例第314章占有法律责任条文，本公司须负责的作为或不作为，或(iv)任何法律上不可排除或限制的其他责任，而须承担的责任，或排除或限制任何人士就上述而享有的权利或补救方法。

10 一般事项
10.1 买方不得转让销售合约的利益或须承担的责任。
10.2 倘若卖方未能或延迟强制执行或行使任何销售合约下的权力或权利，这不得作为或视作其作为卖方放棄其根据销售合约所赋予的权力。任何以书面形式給予买方的明确放棄除外。任何该等放棄並不影响卖方後續強制执行根据销售合同所產生任何权利的能力。
10.3 倘销售合约任何一方，因在合理控制範圍以外的情況下而无法履行该訂約方根據销售合约的責任，或倘在该等情況下履行其責任會導致其增加重大財務成本，則该訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第6段對閣下施加的責任。
10.4 销售合约下的任何通知或其他通訊，必须以书面形式作出，并可由专人送交或以第一類郵件或空郵或以傳真方式發送，并就卖方而言，发送至图錄所载邦瀚斯的地址或傳真號碼（註明交公司秘書收），由其轉交賣家；而就閣下而言，則發送至競投表格所示的買家地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須有責任確
10.5 倘若銷售合約的任何條款或任何條款的任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響該合同其他條款或有關條款的其他部份的強制執行能力或其他有效性。
10.6 出售約的內容涵括邦瀚斯的條款，適用，包括邦瀚斯的高級職員，僱員及代理。
10.7 销售合约內所用標題僅為方便參考而設，概不影響合約的詮釋。
10.8 销售合约內「包括」一詞指「包括，但不限於」。
10.9 單數詞語包括眾數詞語(反之亦然)，任何一個性別的詞語包括其他性別。
10.10 凡提到某段，即指銷售合約內該編號的段落。
10.11 除第10.12段有明確規定外，銷售合約內所載約定的任何條款，否則该等条文即失效，或以任何其他形式，卖方的责任将限于支付最高不超过拍卖品的款项，不论损失或损害赔偿或所要求的损害赔偿的数额、数量或来源，亦不因任何协议而须对买方负责。本声明中的任何声明、保证或担保均不包括无任何形式的索赔、损害赔偿或责任免除，或以任何其他形式，卖方的责任将限于支付最高不超过拍卖品的款项，不论损失或损害赔偿或所要求的损害赔偿的数额、数量或来源，亦不因任何协议而须对买方负责。本声明中的任何声明、保证或担保均不包括无任何形式的索赔、损害赔偿或责任免除，或以任何其他形式，卖方的责任将限于支付最高不超过拍卖品的款项，不论损失或损害赔偿或所要求的损害赔偿的数额、数量或来源，亦不因任何协议而须对买方负责。本声明中的任何声明、保证或担保均不包括无任何形式的索赔、损害赔偿或责任免除，或以任何其他形式，卖方的责任将限于支付最高不超过拍卖品的款项，不论损失或损害赔偿或所要求的损害赔偿的数额、数量或来源，亦不因任何协议而须对买方负责。本声明中的任何声明、保证或担保均不包括无任何形式的索赔、损害赔偿或责任免除，或以任何其他形式，卖方的责任将限于支付最高不超过拍卖品的款项，不论损失或损害赔偿或所要求的损害赔偿的数额、数量或来源，亦不因任何协议而须对买方负责。本声明中的任何声明、保证或担保均不包括无任何形式的索赔、损害赔偿或责任免除，或以任何其他形式，卖方的责任将限于支付最高不超过拍卖品的款项，不论损失或损害赔偿或所要求的損害赔偿的数额、数量或来源，亦不因任何协议而须对买方負責。

11 規律法律
11.1 本協議下的所有交易及所有有關事宜，均受香港法例規管並據其詮釋。
11.2. 語言

12 付款
12.1 除非賣方另有書面協定或競投人通告另有規定外，買家最遲須於拍賣會後第二個工作日上午十時三十分向本公司支付：
12.1.1 拍賣品的買價；
12.1.2 每件拍賣品按競投人通告規定費率的買家費用；及
12.1.3 若拍賣品註明【AR】，一項應按競投人通告規定的計算及支付的額外費用。達成所有拍賣品的購價後，應立即支付所有已結清款項。

13 買家協議
重要事項：此等條款可能會於向閣下出售拍
賣品前予以修訂，修訂的方式可以是在圖錄
載列不同的條款，及/或於圖錄加入插頁，
及/或於拍賣會場地上以通告，及/或於拍
賣會之前或之上以口頭形式公佈。閣下須注
意此等可能修訂的情況，並於競投前查詢是
否有任何修訂。

1 合約
1.1 此等條款規管乃邦瀚斯個人與買家的合約，
以英文刊載。如就詮譯本銷售合約有任何爭
議，以英文條款為本。

2 履行銷售合約
閣下個人向本公司承諾，閣下將遵守及遵從
閣下根據拍賣品銷售合約對賣家的所有責任
及承諾。

3 付款
3.1 除非閣下與本公司另有書面協定或競投人通
告另有規定外，閣下最遲須於拍賣會後第
二個工作日上午十時三十分向本公司支付：

HK/NTB/MAIN/5.2018
4.7 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責運送與拍賣品有關的所有費用及規定。

4.8 除特別書面指明外，閣下必須於拍賣會後七個工作日內領取拍賣品。拍賣會後七個工作日內，拍賣品應予全部交付予閣下。

4.9 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。

4.10 倘閣下未有按照第4.2段提走拍賣品，閣下須全面負責本公司涉及的任何搬運、儲存或其他收費（按照本公司目前的收費率）及任何開支（包括按貨物儲存定價的任何收費）。所有此等款項須於本公司要求時由閣下支付，並無異議，於閣下或閣下的代表領取拍賣品前必須支付。

5 拍賣品儲存

5.1 本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分）為止，以較早日期為準，並在第6及第10段規限下，作為受託保管人而就拍賣品的損壞或損失或毀壞向閣下負責（儘管在支付買價前，拍賣品仍未為閣下的財物）。若閣下於競爭中所指定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分）仍未領取拍賣品，本公司可將拍賣品遷往另一地點，有關詳情通常會載於競投人通告內。倘若閣下未有按第3段就拍賣品付款，而拍賣品被移送至任何第三者物業，則該第三者會嚴格地以邦瀚斯為貨主而持有拍賣品，而本公司將保留拍賣品留置權，直至已按照第3段向本公司支付所有款項為止。

6 對拍賣品的責任

6.1 待閣下向本公司支付買價後，拍賣品的所有權方會移交閣下。然而，根據銷售合約，拍賣品的風險則由閣下購買拍賣品之時起由閣下承擔。

6.2 閣下應於拍賣會後盡快為拍賣品投保保險。

7 未能付款或提取拍賣品及部份付款

7.1 倘若應付予本公司的所有款項未有於其到期日全數支付，及/或未有按照本協議提取拍賣品，則本公司可行使以下一項或多項權利（在不損害本公司可以代賣家行使的任何權利下），而無須另行通知閣下：

7.1.1 因閣下違反合約而即時終止本協議；
7.1.2 保留拍賣品的管有權；
7.1.3 遷移及/或儲存拍賣品，費用由閣下承擔；
7.1.4 就閣下所欠的任何款項（包括買價）及/或違約的損害賠償，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止的利息，按渣打銀行（香港）有限公司不時的基本借貸利率加5厘的年利率每日計息；
7.1.6 取回並未成為閣下財產的拍賣品（或其任何部份）管有權，就此而言，閣下謹此授予本公司不可撤銷特許，准許本公司或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是否連同汽車），以取得拍賣品（或其任何部份）的管有權；
7.1.7 在給予閣下三個月書面通知後，如閣下於本公司指定期限內未能取走拍賣品，本公司將依法變賣拍賣品，所得款項用以支付相關費用及損害賠償，餘額歸閣下；
7.1.8 保留由本公司因任何目的（包括但不限於，其他將本公司所欠款項作其他用途而變賣拍賣品）而接管的閣下於其他財產的管有權，直至所有應付本公司款項全數支付為止；
7.1.9 以上本公司所欠款項而收到的拍賣品，無論閣下於閣下喪失其或後其在任何時間收到用作抵償或部份支付閣下於本協議下應付予本公司的拍賣品；
7.1.10 在給予三個月書面通知後，把本公司因任何目的（包括但不限於，其他將本公司所欠款項作為其他用途而變賣拍賣品）而接管的閣下於其他財產的管有權，直至所有應付本公司款項全數支付為止。

8 其他人士就拍賣品的申索

8.1 倘本公司知悉除閣下及賣家外有人就拍賣品提出申索（或可合理地預期會提出申索），本公司有絕對酌情權決定以任何方式處理拍賣品，以確立本公司及其他涉及人士的合法權益及在法律上保障本公司的地位及合法權益。在不損害該酌情權的一般性原則下，並作為舉例，本公司可：

8.1.1 保留拍賣品以調查就拍賣品提出或本公司合理地預期會提出的任何問題；及/或
8.1.2 向閣下以外的其他人士交付拍賣品；及/或
8.1.3 展開互爭權利訴訟或尋求任何法院、調解人、仲裁人或政府機關的任何其他命令；及/或
8.1.4 就採取閣下同意的行動，要求閣下提供彌償保證及/或抵押品。

8.2 第8.1段所述的酌情權：

8.2.1 可於本公司對拍賣品擁有實際或推定管有權時隨時行使，或倘若該管有權因法院、調解人、仲裁人或政府機關的任何裁決、命令或判決而終止，於該管有權終止後隨時行使；及
8.2.2 除非本公司相信該申索真正有希望成為有良好爭辯理據的個案，否則不會行使。

9 膺品

9.1 本公司根據本第9段的條款就任何膺品承擔個人責任。

9.2 第9段僅於以下情況適用：

9.2.1 閣下為本公司就拍賣品發出原有發票的抬頭人，而該發票已被支付；及
9.2.2 閣下於知悉拍賣品為或可能為膺品後，在合理地切實可行範圍內，並无论如何須於拍賣會後一年內，以書面通知本公司拍賣品為膺品；及
9.2.3 於發出該通知後一個月內，閣下把拍賣品退回本公司，而拍賣品的狀況須與拍賣會時的狀況一樣，並連同證明拍賣品為膺品的書面證明，以及有關拍賣品及拍賣品編號的資料。

9.3 於下述情況下，第9段不適用於膺品：

9.3.1 圖錄所載有關該拍賣品的資料已反映當時學者及專家的公認意見，或已公平地指出該等意見有衝突，或已反映公認為有關範疇主要專家在當時的意見；或
9.3.2 僅可採用於刊印圖錄日期前一般不會採用的方法才能確定拍賣品為膺品，或採用的確定方法在所有情況下本公司若採用則屬不合適。
11.1 一般事項

11.2 法律

12 規律法律

本協議在中國香港特別行政區具有效力，並受香港法例規管及根據其解释。
「標準查驗」由非專業的邦瀚斯職員對拍賣品進行目視查驗。
「儲存合約」指業務規則第8.3.3段或買家協議第4.4段（按適用）所述的合約。
「儲存承辦商」於圖錄指明的公司。
「稅項」指香港政府所實施不時適用的所有稅項、收費、罰款、費用、徵費或其他評稅，以及所有其他估計付款，包括，但不限於，收入、業務利潤、分行利潤、貨物稅、財產、銷售、使用、增值（增值稅）、環保、特許、海關、進口、薪金、轉讓、總收入、預扣、社會保障、失業稅項及印花稅及其他收費，以及就該等稅項、收費、費用、徵費或其他評稅的任何利息及罰款。
「恐怖主義」指任何恐怖主義行為或該等行為的威脅，無論任何人單獨行動或代表或與任何組織及/或政府有關而行動，為政治、宗教或思想或類似目的，包括，但不限於，企圖影響任何政府或令公眾或任何部份公眾陷入恐慌。
「信託帳戶」邦瀚斯的銀行賬戶，就任何拍賣品所收買價的所有有關款項均收入該帳戶，該帳戶為與邦瀚斯正常銀行賬戶有所區別及獨立的賬戶。
「網站」網址為www.bonhams.com的邦瀚斯網站。
「撤銷通知」賣家向邦瀚斯發出的書面通知，以撤銷由邦瀚斯出售拍賣品的指示。
「不設底價」指並無規定拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）。

詞彙
以下詞句有特定法律涵義，而閣下可能對該等涵義並不熟悉。下列詞彙乃為協助閣下了解該等詞句，惟無意就此而限制其法律上的涵義：
「藝術家轉售權」按二零零六年藝術家轉售權規例的規定，藝術品作者於原出售該作品後，就出售該作品而收取款項的權利。
「受託保管人」貨品所交託的人士。
「彌償保證」為保證使該彌償保證受益人回復其猶如導致須予彌償的情況並無發生時所處狀況的責任，「彌償」一詞亦按此解釋。
「互爭權利訴訟」由法院裁定拍賣品擁有權誰屬的訴訟。
「投得」拍賣品售予一名競投人之時，於拍賣會上以落槌表示。
「留置權」指有拍賣品人士保留其管有權的權利。

香港法例第26章貨品售賣條例
以下為香港法例第26章貨品售賣條例的摘錄：
「第14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) 一項售賣商須符合的隱含條件：如該合約是一宗售賣，他有權售賣有關貨品，如該合約是一項售賣協議，則他在貨品產權轉移時，將有權售賣該等貨品；及
(b) 一項隱含的保證條款：該等貨品並無任何在訂立合約前未向買方披露或未為買方所知的押記或產權負擔，而在產權轉移前亦不會有這樣的押記或產權負擔；此外，買方將安寧地享有對該等貨品的產權，但如該項買賣若有指揮使貨售賣商有或已向買方披露或已為買方所知的任何押記或產權負擔的危險的擁有或任何人或其他有權享有該等利益的人作出的，則不在此限。

(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產權或第三者的產權，則合約中有一
(a) 一項隱含的保證條款：賣方所知或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
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- $50,000 - 500,000..........by 10,000s
- $10,000 - 50,000.........by 5,000s
- below $10,000..............at the auctioneer's discretion

I am registering to bid as a private buyer  I am registering to bid as a trade buyer
This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.

**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 info@bonhams.com. We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel may be of interest to you including those provided by third parties.

Would you like to receive information from us by email? [ ] or post [ ]

**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 arrange shippers to contact me with a quote and I agree that you may pass them my contact details. [ ]

* 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.

### Registration and Bidding Form

#### (Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

<table>
<thead>
<tr>
<th>Sale title:</th>
<th>Sale date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sale no.</td>
<td>Sale venue:</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 - 20,000,000.............by 1,000s
- $20,000 - 50,000,000.............by 2,000 / 5,000 / 8,000s
- $50,000 - 100,000,000...........by 5,000s
- $100,000 - 200,000,000.........by 10,000s

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

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

<table>
<thead>
<tr>
<th>Lot no.</th>
<th>Brief description</th>
<th>MAX bid in HK$ (excluding premium)</th>
<th>Covering bid*</th>
</tr>
</thead>
<tbody>
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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, VAT 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:

Bonhams, Customer Services, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong. Tel: +852 2918 4321 Fax: +852 2918 4320, info.hk@bonhams.com Bonhams (Hong Kong) Limited, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong. Company Number 1426522.
### 基本信息

<table>
<thead>
<tr>
<th>登記及競投表格</th>
</tr>
</thead>
<tbody>
<tr>
<td>邦瀚斯 (出席者 / 面對競投 / 網上 / 電話競投) 請選擇競投方法</td>
</tr>
<tr>
<td>號牌 (僅供本公司填寫)</td>
</tr>
</tbody>
</table>

| 本拍賣會將根據邦瀚斯的「業務規定」進行, 在拍賣會的競投及購買將由「業務規定」規管。閣下閱讀「業務規定」時應一併閱讀有關本拍賣會的「拍賣會資料」, 該「拍賣會資料」載有閣下於作出購買時須支付的費用, 以及有關在拍賣會競投及購買的其他條款。閣下若對「業務規定」有任何疑問, 應在簽署本表格前提出。「業務規定」亦包含由競投人及買家作出的若干承諾及限制邦瀚斯對競投人及買家的責任。 |

<table>
<thead>
<tr>
<th>資料保護 - 閣下資料的使用</th>
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</thead>
<tbody>
<tr>
<td>在本公司獲得任何有關閣下的個人資料時, 本公司只會根據本公司的「私隠政策」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別同意為準)。閣下可透過本公司網站(<a href="http://www.bonhams.com)%E3%80%81%E9%83%B5%E5%AF%84%E9%A6%99%E6%B8%AF%E9%87%91%E9%90%98%E9%81%9388%E8%99%9F%E5%A4%AA%E5%8F%A4%E5%BB%A3%E5%A0%B4%E4%B8%80%E6%9C%9F2001%E5%AE%A4%E5%AE%A2%E6%88%B6%E6%9C%8D%E5%8B%99%E9%83%A8%E6%88%96%E9%9B%BB%E9%83%B5%E8%87%B3hongkong@bonhams.com%E7%B4%A2%E5%8F%96%E3%80%8C%E7%A7%81%E9%9A%B1%E6%94%BF%E7%AD%96%E3%80%8D%E7%9A%84%E5%89%AF%E6%9C%AC%E3%80%82%E6%88%91%E5%80%91%E5%8F%AF%E8%83%BD%E6%9C%83%E6%8F%90%E4%BE%9B%E6%82%A8%E7%9A%84%E5%80%8B%E4%BA%BA%E8%B3%87%E6%96%99%E7%B5%A6%E5%85%AC%E5%8F%B8%E5%85%A7%E6%88%90%E5%93%A1">www.bonhams.com)、郵寄香港金鐘道88號太古廣場一期2001室客戶服務部或電郵至hongkong@bonhams.com索取「私隱政策」的副本。我們可能會提供您的個人資料給公司內成員</a>, 意即其子公司, 以致於控股公司與其子公司(無論註冊於英國或其他地區), 我們不會將您的資料透露給公司以外人員, 但可能會不定時向您提供可能會有興趣之資訊，包括第三方提供之產品及服務。</td>
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<th>競投者須知</th>
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<tr>
<td>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，可能導致本公司未能處理閣下的競投。如閣下競投高價的拍賣品，本公司可能要求閣下提供銀行信用證明。</td>
</tr>
</tbody>
</table>

| 閣下若提供以上電郵地址，代表授權邦瀚斯可把跟拍賣會、市場資料與消息相關的信息發送至此電郵地址。邦瀚斯不會不限第三方交換此電郵地址資料。 |

<table>
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<th>購物規定</th>
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<tr>
<td>拍賣官可隨時酌情決定把任何競投價拆細。</td>
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<tr>
<th>重要提示</th>
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<tbody>
<tr>
<td>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」的約定。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。</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>電話或書面競投</th>
</tr>
</thead>
<tbody>
<tr>
<td>拍賣品編號</td>
</tr>
</tbody>
</table>

| 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」。增值稅及其他收費。這影響閣下的法律權利。 |

| * 應急競投價：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線中斷，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。 |

| 進行付款的戶口持有人名稱必須與發票及「拍賣登記表格」上所列的名稱相同。 |

| 請在填妥的「拍賣登記表格」及所需資料電郵或傳真至： |

| 香港金鐘道88號太古廣場一期2001室客戶服務部 電話: +852 2918 4321 傳真: +852 2918 4320, info.hk@bonhams.com |

| HK/08/18 |