Asian Art
Montpelier Street, London | Monday 2 November 2020 at 10.30am

BONHAMS
Montpelier Street
Knightsbridge
London SW7 1HH
bonhams.com

VIEWING
By Timed Appointment Only
Please note that Bonhams observes social distancing guidelines in our salerooms and we ask that all clients wear masks or face coverings when attending our viewings or auctions.

Friday 30 October, 9am to 4.30pm
Saturday 31 October, 11am to 6pm
Sunday 1 November, 11am to 6pm

BIDS
+44 (0) 20 7447 7447 bids@bonhams.com
To bid via the internet please visit www.bonhams.com

Please note that bids should be submitted no later than 24 hours before the sale.

New bidders must also provide proof of identity when submitting bids. Failure to do this may result in your bids not being processed. Bidding by telephone will only be accepted on a lot with the lower estimate in excess of £500.

Live online bidding is available for this sale
Please email bids@bonhams.com with “Live bidding” in the subject line 48 hours before the auction to register for this service.

ENQUIRIES
Rosangela Assennato
+44 (0) 20 7393 3883
rosa.assennato@bonhams.com
Rachel Hyman
+44 (0) 20 7393 3854
rachel.hyman@bonhams.com
Kelsey Chang
+44 (0) 20 7393 3943
kelsey.chang@bonhams.com

With special thanks to Philip Purchase for catalogue design, and to Karl Bartley, Mel Cinpolat, Stephen Randal and Oliver Williams for photography.

PRESS ENQUIRIES
press@bonhams.com

CUSTOMER SERVICES
Monday to Friday
8.30am to 6pm
+44 (0) 20 7447 7447
Sunday 1 November 2020
11am to 5pm

For information on storage and transfer please refer to page 4 Please see back of catalogue for important notice to bidders

ILLUSTRATIONS
Front cover: lot 47
Inside front cover: lot 65
Back cover: lot 217
Inside back cover: lot 475

SALE NUMBER
26054

CATALOGUE
£20

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 LOT 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. This written indication is issued subject to Clause 3 of the Notice to Bidders.

IMPORTANT INFORMATION FOR BIDDERS
Detailed here is some important information to assist in making the process of bidding, buying and the collection/shipment of successful purchases as easy as possible. Our full terms and conditions are printed in each sale catalogue.

ENQUIRIES
For general assistance, please contact our Customer Service team.
London: +44 207 447 7447
New York: +1 212 644 9001
Hong Kong: +852 291 84321

IMPORTANT INFORMATION
The United States Government has banned the import of ivory into the USA. Lots containing ivory are indicated by the symbol Ф printed beside the lot number in this catalogue.

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 bids@bonhams.com

To bid live online and / or leave internet bids please go to www.bonhams.com/auctions/26054 and click on the Register to bid link at the top left of the page.
BIDS
+44 (0) 20 7447 7447
To bid via the internet please visit www.bonhams.com

PAYMENTS
Buyers
+44 (0) 20 7447 7447
Sellers
Payment of sale proceeds
+44 (0) 20 7447 7447

VALUATIONS, TAXATION & HERITAGE
+44 (0) 20 7468 8340
+44 (0) 20 7468 5860 fax
valuations@bonhams.com

CATALOGUE SUBSCRIPTIONS
To obtain any Bonhams catalogue or to take out an annual subscription:
Subscriptions Department
+44 (0) 1666 502200
+44 (0) 1666 505107 fax
subscriptions@bonhams.com

SHIPPING
For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on:
+44 (0) 1582 493 099
enquiries@albanshipping.co.uk

BUYERS COLLECTION & STORAGE AFTER SALE LOTS MARKED TP
All sold lots marked TP will removed to Cadogan Tate 241 Acton Lane, London, NW1O 7NP from 9am Tuesday 3 November 2020. All sold TP lots will be available for collection from Cadogan Tate from 12pm Wednesday 4 November 2020 and then every working day between 9am and 4.30pm

Collections are by appointment only & a booking email or phone call are required in advance to ensure lots are ready at time of collection, photographic id will be required at time of collection & if a third party is collecting written authorisation from the successful buyer is required in advance. Photographic id of the third party will requested at the time of collection.

To arrange a collection time please send a booking email to: collections@cadogantate.com or telephone call to +44 (0)800 9886100 to ensure lots are ready at time of collection.

All other sold lots will remain in the collections department at Bonhams Knightsbridge for a period of not less than 14 calendar days from the sale dates Monday 2 November 2020. Lots not collected by 5.30pm Monday 16 November 2020 will be returned to the department storage charges may apply.

STORAGE AND HANDLING CHARGES ON SOLD LOTS TRANSFERRED TO CADOGAN TATE

Storage
Storage will be free of charge for the first 14 calendar days from & including the sale dates Monday 2 November 2020.

Charges will apply from 9am Monday 16 November 2020.

Storage Charges
Pictures & Small Objects: £3.03 per day + VAT
Furniture, Large Pictures & Large Objects: £6.05 per day + VAT

(Please note that charges apply Every day including weekend & public holidays)

Handling
After the first 14 calendar days following the sale, the following handling charges apply:
£22.50 +VAT per lot for Pictures & Small Objects
£45.00 +VAT per lot for Furniture, Large Pictures & Large Objects

Loss and Damage
Extended Liability cover for the value of the Hammer Price will be charged at 0.6% but will not exceed the total value of all other transfer and storage charges.
(Note: Charges apply every day including weekends and Public Holidays)

VAT
The following symbols are used to denote that VAT is due on the hammer price and buyer's premium.
† VAT 20% on hammer price and buyer's premium
* VAT on imported items at a preferential rate of 5% on hammer price and the prevailing rate on buyer's premium

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

Payment
All charges due to Cadogan Tate must be paid by the time of collection from their warehouse.

Payment in Advance
(Telephone to ascertain amount due) by: cash, credit, or debit card.

Payment at time of collection
by: cash, credit, or debit card.
NOTICE TO BIDDERS

This notice is addressed to Bonhams to any person who may be interested in a Lot, and to all persons participating in the auction process including auction attendees, Bidders and potential Bidders (including any eventual purchasers of any Lot). For ease of reference we refer to such persons as “Bidders” or “you”. Our List of Definitions and Glossary is incorporated into this Notice to Bidders. It is at Appendix 3 at the back of the Catalogue. The notices and paragraphs under the subheadings 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 and these notices and paragraphs in this Notice to Bidders may not be displayed at the Sale venue and you should read them as well. Announcements affecting the Sale may also be given orally only before and during the Sale without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE

In the role of Auctioneers 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 Buyer. Bonhams does not act for or bid on behalf of any Buyers or Bidders or in any other way give advice to Buyers or Bidders. When it or its staﬀ makes statements about a Lot, it is not acting on behalf and any Contract for Sale is between the Buyer and the Seller and not with us, if Bonhams sells a Lot as principal this will either be stated in the Catalogue or an appropriate declaration to that effect will be made by the Auctioneer, or it will be stated in a notice at the Sale or in the insert in the Catalogue.

Bonhams does not owe or undertake to accord any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a Lot and buy it, at that stage Bonhams does enter into an agreement with you as your agent as Buyer. The terms of that contract are set out in our Buyer’s Agreement, which you will ﬁnd at Appendix 2 at the back of the Catalogue, and this governs the Bidders’ 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 as described in the Sale Catalogue under whose analysis and descriptions Bonhams’ staﬀ have been involved. Bonhams’ staﬀ have exercised reasonable skill and care in the examination, investigation or tests that have been made in connection with the Lots. Bonhams’ staﬀ have relied upon information provided by Sellers and done their best to establish the accuracy or otherwise of such information. All Lots are sold “as is”, with no warranty and no representation. Bonhams does not warrant that a Lot is in the condition in which you are interested. It should be remembered that the actual condition of a Lot may not be as good as that implied or described in the Catalogue or on the photograph of the Lot or any other photograph. There may be unreported or concealed material given in the Catalogue or in the Sale Catalogue, due to the nature of the lot, the nature of the photographs and the nature of photography. There may be unreported or concealed material given in the Catalogue or in the Sale Catalogue, due to the nature of the lot, the nature of the photographs and the nature of photography. This notice to Bidders may not be displayed at the Sale venue and you should read them as well. Announcements affecting the Sale may also be given orally only before and during the Sale without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

The Catalogue contains an Entry about each Lot. Each Lot is sold by its respective Seller. The Sale Catalogue contains the descriptions of all Lots within that part of the Entry which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the Lot in the Catalogue, and especially with respect to the description of the Day of Sale. Photographs printed in bold letters, represent 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 where Bonhams believes a Lot is likely to sell to; it is not an Estimate of value. It does not take into account any VAT or Buyer’s Premium payable or any other fees payable by the Buyer, which are detailed in paragraph 7 of the Notice to Bidders, below. Prices depend upon bidding and lots can sell for Hammer Prices below and above the Estimates, so Estimates 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 Report

In respect of most Lots, you may ask Bonhams for a Condition Report on the Lot’s general physical condition. If you do so, this will be provided at your cost. Bonhams is not entering into a contract with you in respect of the Condition Report and accordingly disclaims all liability in respect thereof. The Condition Report represents Bonhams’ reasonable assumption as to the Lot’s general condition in the terms stated in the particular report, and Bonhams does not accept as accurate, or make any guarantee of such a report includes all aspects of the internal or external condition of the Lot. Neither does the Seller owe or agree to you as a Buyer or Buyer any obligation or duty in respect of this free report about a Lot, which is available for your own inspection, or an expert instructed by you. The Seller’s responsibility to you

The Seller does not make or give any representation of fact, or undertake any obligation or duty in respect of any description or statement made by him or on his behalf, which is in any way descriptive of any Lot or as to the anticipated or likely selling price of any Lot. Other than as set out, no statement or representation in any way descriptive of any 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 is for the Seller with Bonhams and not with Bonhams; acts as the Seller’s agent only (unless Bonhams sells the Lot as principal). Bonhams undertakes no obligation to you, examine or carry out any tests, either in sufﬁcient depth or at all, on each Lot to establish the true condition, character or authenticity of any Lot given by Bonhams, or by any person on Bonhams’ behalf, whether in the Catalogue or elsewhere. You should be aware that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by Bonhams or on Bonhams’ behalf which is in any way descriptive of any Lot or as to the anticipated or likely selling price of any Lot. In no circumstances will Bonhams be held liable for the actual or alleged condition or value 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 conducted in public or by auction, in which persons may arrive and should take the opportunity to do so. We reserve the right at our sole discretion to refuse admission to our premises or to any Sale and to remove any person from our premises and Sales, without stating a reason for the exclusion of any person. Neither Bonhams nor any Buyer is liable for failing to draw this to the attention of the Auctioneer before the next Lot is offered for Sale, At the end of the Sale, or when you have finished bidding please return your identity and registration cards to the Bid荒er's registration desk.

Bidding by telephone

If you wish to bid at the Sale by telephone, and have pre-registered to bid or have updated your existing registration details recently, you should come to our Bidder registration desk at the Sale venue and ﬁll out a Registration and Bidding Form on or, (if within the day of the Sale) the day of the Sale. The number systems used at the Sale are sometimes referred to as “padlock” bidding. You will be issued with a large card (a “padlock”) with a printed number on it. This will be attached to your paddle and you may not use any other use any paddle as all Lots will be invoiced to the name and address given on your Bidder Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the Hammer Price of, or whether you were successful bidder of, a particular Lot you should write down any observation you have in mind for the attention of the Auctioneer before the next Lot is offered for Sale, At the end of the Sale, or when you have finished bidding please return your identity and registration cards to the Bidder’s registration desk.

Bidding by post or fax

Absentee Bidding Forms can be found in the back of this Catalogue and are completed and sent to the Auctioneer. Please check with the Auctioneer 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 will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge and may not be available in relation to all Lots. We will not be responsible for bidding on your behalf if you are unavailable at the time of the Sale or the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee Bidding Forms can be found in the back of this Catalogue and are completed and sent to the Auctioneer. Please check with the Auctioneer 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 will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge and may not be available in relation to all Lots. We will not be responsible for bidding on your behalf if you are unavailable at the time of the Sale or the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding via the internet

Please see www.bonhams.com for details of how to bid via the internet.

Bonhams will not be liable for service delays, interruptions or other failures to make a bid caused by losses of internet connection, fault or failure with the website or bidding process, or malfunction of any software or computer system, computer or mobile device. Bidding through an agent

Bids may be placed either exclusively by and on behalf of the person named on the Bidding Form unless otherwise agreed by us in writing in advance of the Sale. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full
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 any other charges and Expenses to us full and final before making a bid for the Lot. If you are a successful Bidder, payment will be due to us by 4:30 pm on the second working day after the Sale so that all sums are cleared in our bank by the start of the following working day. Payment will be made by anyone other than the registered Buyer will not be accepted. Bonhams reserves the right to vary the terms of payment at any time.

Bonhams reserves the right to demand a bank transfer. You may elect to transfer funds to our Account. If you do so, please quote your payment date and invoice number as the reference. Our Account details are as follows:

Bank: National Westminster Bank Plc
Address: 250 Regent Street
London W1A 4YR
Account Name: Bonhams 1793 Limited
Account Number: 25663009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25663009

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

Payment may also be made by one of the following methods:
- Sterling personal cheque drawn on a UK bank or building society, all cheques must be endorsed before you deliver your purchases and should be made payable to Bonhams 1793 Limited.
- Cash: you may pay for Lots purchased by you at this Sale and/or by credit or debit card at the time of bidding. Payments may be made by anyone other than the registered Buyer. If you are successful, a separate invoice will be sent to you and the payment must be made within 10 working days of receipt of the invoice. Payment by credit or debit card must be made by anyone other than the registered Buyer. If you are successful, a separate invoice will be sent to you and the payment must be made within 10 working days of receipt of the invoice.
- Online transfer: if you pay by direct bank transfer, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account.
- Debit cards issued in the name of the Buyer (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.
- Payment by telephone may also be accepted up to £5,000, subject to approval from our financial department. 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.
- Credit cards issued in the name of the Buyer (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

10. COLLECTION AND STORAGE
Payment of the Buyer’s Premium and all other charges due to us by the Buyer are subject to VAT at the prevailing rate, currently 20%.

11. SHIPPING
For information and estimates on domestic and international shipping as well as export licenses please contact details@bonhams.co.uk.

12. EXPORT/TRADE RESTRICTIONS
It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website http://www.arts council.org.uk/what-we-do/supporting-museums/cultural-property/export-controls-export-licensing/ or by phoning ACE on +44 (0) 7973 5188. The need for import licenses varies from country to country and you should acquaint yourself with all relevant local requirements and procedures and check your country’s license(s) or any delay in obtaining such license(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Sale. Generally, please contact our shipping department before the Sale if you require export licences.

13. CITES REGULATIONS
Please be advised that all Lots marked with the symbol Δ are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at http://www.dfta.gov.uk/cfa/en/imports-exports/sites/cites/ or may be found in Appendix 2 at the back of the Catalogue.

Animal Health and Veterinary Laboratories Agency (AHVLA) Wildlife Licensing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
Bristol BS1 6EB
Tel: +44 (0) 117 372 8774

The retention of any CITES licence or permit and any delay in obtaining such licences or permits shall not result in the rescission or cancellation of any Sale, nor allow any delay in making full payment for the Sale.

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 misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing, oral or written undertakings, whether given before or during the Sale, and whether in connection with the Sale or after the Sale (other than any liability of the Seller applies in respect of the Seller’s Agreement for the Buyer’s Sale or the Buyer’s Agreement for the Seller’s Sale), or as required by the Money Laundering, Terrorist Financing and Sanctions Regulations 2017 (‘the Regulations’). Bonhams’ Interpretation of the Regulations and Treasury Approved Industry Guidance is that CDD under the Regulations is not required by Buyers into Sellers at Bonhams auctions or vice versa.

15. OTHER PROVISIONS
As stated above, all Lots are sold on an “as is” basis, subject to all faults, imperfections and errors of Description save as set out below. However, you will be entitled to reject a Lot in circumstances set out in paragraph 1(b) of the Buyer’s Agreement. Please note that Lots comprising multiple Lots, where Lots have been marked with a separate arrangement with the Buyer, for collection and removal of purchased Lots, please refer to Sale Information at the front of the Catalogue. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a Lot, the storage of a Lot and our Storage Contractor after the Sale are set out in the Catalogue.

NTB/MAIN/V1/3.2020
8.  PAYMENT

In all other instances no payment may be accepted other than by

• Cash – and under a non-EU address, decides that the item is not
• by use of Chip & Pin verification.
• that gun is not being possessed in violation of such an authority or
• adjoining county or any other authority.
• Returns and Allowances

If a stone(s) weight appears within the body of the

Ullage refers to the space between the base of the cork and the wine.

Please see the Contract for Sale printed in this Catalogue. Because

23.  VEHICLES

The Vendor Car Club of Great Britain

When mention is made of a Vendor Car Club Dating Plate or Dating

Corks and Ullages

The prevailing rate of VAT on imported items at a preferential rate of 5% on

19.  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. These details are not consistent between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that Bonhams has been given or has obtained such a certification, the description will be noted in the Catalogue. As a matter of policy, Bonhams endeavours to provide certificates from recognised laboratories for certain lots, as indicated in the Notes against 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 Sale Company Ltd makes any effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

24.  WINE

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

Expiring the wines

It is occasionally possible to provide a pre-Sale tasting for larger
catalogues as defined below). This is generally limited to more recent and
expensive wines, but not to the exclusion of other categories.

It is not our policy to inspect every unopened case. In the case of wines
older than 20 years the boxes will usually have been opened and levels
and appearance noted in the Catalogue where necessary. You should make
proper allowance for variations in ullage levels and conditions of
corks, capsules and labels.

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 the cork is in good condition, unsplit, uncreased and unswollen.

According to § 26 of the Of course, all the remaining Lots in the panel 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 panel.

Wines in Bond

Wines lying in Bond are marked Δ. All Lots sold under Bond, and which the Buyer wishes to remain under Bond, will be invoiced without VAT or Duty by the Hammer Price. If the Buyer wishes to take the Lot as Duty paid, UK Excise Duty and VAT will be added to the Hammer Price on the Invoice.

Buyers must notify Bonhams at the time of the sale whether they wish to take their wines under Bond or Duty paid. If a Lot is taken under Bond, the Buyer will be responsible for all VAT, Duty, clearance and other charges that may be payable to obtain the Sale. Buyers outside the UK must be aware that any forwarding agent appointed to effect their purchases must have a movement certificate for Lots to be released under Bond.

Lot Numbers and Catalogue Terms

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

GB – Oporto bottled
DB – Domaine bottled
EB – Estate bottled
BE – Bordeaux bottled
BF – bottled and sealed
GB – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
EC – individual wooden case
OC – original carton

SYMBOLS

The following symbols are used to denote:

V - Subject to CITES regulations when exporting these items outside the EU, see clause 13.
TP - Objects displayed with a TP will be located at the Cadogan Tower and will be available for collection from this location.
W - Objects displayed with a W will be located in the Bonhams Warehouse and will be available for collection from this location.

© The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on
Bonhams owns this 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. (See clause 8.1, 8.2, for details.)

**DATA PROTECTION – USE OF YOUR INFORMATION**

When 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 Bonhams.com or requests for post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from info@bonhams.com

**APPENDIX 1**

**BUYERS SALE CONTRACT WITH SELLER**

**IMPORTANT:** These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue or on the Bonhams’ website, 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.

**1 THE CONTRACT**

1.1 These terms and the relevant terms for Bidders and Buyers in the Notice to Bidders and the Contract for Sale of the Lot by the Seller to the Buyer, and the Definitions and Glossary contained in Appendix 4 in the catalogue, have been incorporated into this contract and a separate copy can also be provided by Bonhams on request. Words and phrases are used which are in the List of terms, Definitions and Glossary, as defined in the catalogue.

1.2 The Seller sells the Lot to the Buyer as principal on the terms of the sale capacity by the Seller which is not as an additional principal. However, if the catalogue states that Bonhams sells the Lot as principal, or such a statement is made by or on behalf of the Seller, 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 fall of the Auctioneer’s hammer in respect of the Lot when it is knocked down to you.

**2 SELLER’S WARRANTIES AND 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 warrants that the Lot is free from any lien or security interest in respect of the Lot, except 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 Seller is 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 title to the Lot, and all the 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 Auctioneers) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past;

2.1.5 this Lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA. (See clause 8.1, 8.2, for details.)

2.1.6 items consigned for sale by the Seller are not connected with or devoted to any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;

2.1.7 the Seller has the rights set out in Appendix 2 in the catalogue.

2.2 Except as provided in paragraph 2.1.5 together with any expression attributable to it as referred to in paragraph 2.1.5, including Definitions and Glossary, whether made orally or in writing, including in the Catalogue or on Bonhams’ Website, or by conduct, 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.

2.3 Unless agreed in writing with you by Bonhams, the Seller does not make or give any or any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care or any other liability in respect to any of the Seller’s statements made by or on behalf of the Seller, or any Estimates in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been Bonhams. No such description or estimate is incorporated into this Contract for Sale.

**3 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY**

3.1 The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

**5 RISK, PROPERTY AND TITLE**

5.1 Risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you on the fall of the Auctioneer’s hammer in respect of the Lot, or upon collection of the Lot if earlier. 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(s) as Buyer.

5.2 Title to the Lot remains in and is released by the Seller until (i) the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot have been paid in full and in cleared funds to Bonhams or cleared funds to the Storage Contractor’s account in Appendix 2 in the catalogue, or (ii) the Seller’s investigations pursuant to clause 3.11 of the Buyer’s Agreement with Bonhams set out in Appendix 2 in the catalogue.

6 PAYMENT

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

6.2 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,Bonhams, is entitled to treat as valid any written or oral communication by you in respect of the Purchase Price or any other sums due to Bonhams in which case you must comply with the terms of that agreement.

6.3 Payment must be made to Bonhams by one of the methods stated in the Notice to Bidders or otherwise agreed in writing with you by Bonhams. All such sums due to the Seller have the rights set out in paragraph 8 below.

7 COLLECTION OF THE LOT

7.1 Unless otherwise agreed in writing with you by Bonhams, the Seller will retain possession of the Lot until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.

7.2 You should note that Bonhams has reserved the right not to release the Lot to you until its investigations under paragraph 3.11 of the Buyers’ Agreement set out in Appendix 2 have been completed to Bonhams’ satisfaction.

7.3 You will not be liable for any loss of or damage to the Lot in transit by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.

7.4 You will be fully indemnified by the Seller against any loss of 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.

**9.1** The Seller will not be liable for any breach of any term that the Lot will conform with any Description or Estimate which may have been Bonhams or, if the Seller sells the Lot in the course of a Business, by the Seller or the Buyer’s Agent, as a Consumer, or by an employee or agent of the Seller or the Seller’s Agent, or by any other person in whose name and/or on behalf of the Seller or the Seller’s Agent, or (as the case may be) the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business you hereby grant an irrevocable licence to the Seller by way of a sub-sale of the Lot to you to enter upon or to use, or in any manner or for any purpose, its name and/or the name of any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;

9.3 Unless the Seller agrees in writing with you, the Seller is not liable to you in respect of any injury, loss and damage caused to the Lot beyond 7 days from the date of the fall of the Auctioneer’s hammer or the release of the Lot if earlier.

9.5 Under this contract the Seller is not responsible nor liable for any act, omission, statement, or representation as to the satisfactory quality of the Lot or as to the fitness of the Lot for any purpose.

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

9.9 Subject to paragraph 9.9 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 conform with any Description or Estimate which may have been Bonhams or, if the Seller sells the Lot in the course of a Business, by the Buyer itself as a Consumer, or by any employee or agent of the Seller or the Seller’s Agent, or by any other person in whose name and/or on behalf of the Seller or the Seller’s Agent, or (as the case may be) the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business, you hereby grant an irrevocable licence to the Seller by way of a sub-sale of the Lot to you to enter upon or to use, or in any manner or for any purpose, its name and/or the name of any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof; and

9.9.1 The Seller will not be liable for any loss of Business, Business profits or revenue or for loss of reputation or for damage to a Business or reputation caused by, or in any way connected with, any act, omission or statement, or representation of fact, or undertake any duty of care or any other liability in respect of any loss of or damage to the Lot caused by the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.

9.9.2 The Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or any other law) for any breach of any term of the Sale, or any act, omission, statement or representation of fact, or undertake any duty of care or any other liability in respect of any injury, loss and damage arising in respect of any injury, loss and damage caused by the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.

9.9.3 The Seller will not be liable for any act, omission or statement, or representation of fact, or undertake any duty of care or any other liability in respect of any loss or damage caused by the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.
person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence or (iii) any person under the Seller's control or for whom the Seller is legally responsible, or (iv) your conduct or omissions for which the Seller is liable under the Occupiers Liability Act 1957, or (v) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

10.1 You may not assign either the benefit or burden of the Contract for Sale. 10.2 The Seller's failure or delay in enforcing or exercising any power or right under this Contract for Sale shall not operate or be deemed to operate as a waiver of the Seller's rights under this agreement or as a consent to any waiver of the Seller's rights. Any such waiver shall not affect the Seller's ability subsequently to enforce any rights under the Contract for Sale. 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if the Seller's ability to perform 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 persist, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6. 10.4 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 the Buyer's address or fax number is notified to the Seller under the terms of the Contract for Sale or by an insert in the Catalogue or on Bonhams' Website, or by conduct, or otherwise.

11 GOVERNING LAW

All transactions to which the Contract for Sale applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the Sale takes place and the Seller and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the Seller may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. Bonhams has a complaints procedure in place.

APPENDIX 2

BUYER’S AGREEMENT WITH BONHAMS

IMPORTANT: These terms may be changed in advance of the Sale to the Buyer or in respect of different lots 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 announcement at the Sale. If you are buying from a location other than the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any. 1. THE CONTRACT 1.1 These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down at the Auctioneer's discretion. 1.2 The Definitions and Limitations stated in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is not contained in the Agreement for Sale or Notice to Bidders, the information in the Auctioneer's website, and/or by oral announcements before and during the Sale. 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms specified in the Notice to Bidders. 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller of any such contract as previously mentioned. 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations. 1.5.1 we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 8. 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us in respect of the Lot and following completion of our enquiries pursuant to paragraph 3.11. 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10. 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact, or undertake any duty of performance under this Agreement for Sale or any contract or agreement with you, either written or oral, whether implied by the Sale of Goods Act 1979 or otherwise,
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 on your behalf, at your risk and at your expense, and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

6.1 Title (or possession to you) in payment of the Purchase Price to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 8.4 above.

6.2 Please note however, that under the Contract for Sale, the risk in the Lot passes to you after 7 days from the day upon which it is moved to any third party's premises upon collection of the Lot by, or earlier, and you are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

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

7.1 If all sums payable to us are not paid in full at the time they are due, or if you fail to remove the Lot in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may have with such other parties):

7.1.1 to retain possession of the Lot;

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 rate specified in paragraph 7.1.5 from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the Lot;

7.1.7 to sell the Lot;

7.1.8 to take action in respect of the Lot or in respect of the premises in which the Lot is or is not a forgery, as we in our absolute discretion consider necessary to protect our position and our legitimate interests. Without limiting the generality of any such action, 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.

7.1.9 to exercise on behalf of the Seller(s) any rights and remedies for breach of contract, statutory duty, bailor's duty, a restitutionary claim or otherwise.

7.1.10 on three months' written notice to sell, without notice, of any other property in our possession or under our control for any reason (including other goods sold to you for or with us for Sale) and to apply any monies due to you as a result of such sale to whatever purpose we think fit.

7.1.11 to refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before Bidding or participating in any Sale 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 at any future Sale.

7.1.12 having made reasonable efforts to inform you, to release your name and address to the Seller, so they might take appropriate steps to recover the amounts due and legal costs associated with such legal steps.

7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued by us as a result of our taking the above steps under this paragraph 7 or in a full indemnity basis together with interest thereon (after as well as before judgment or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

7.3 If you pay us only part of the sums due to us such payment shall be held on your behalf, at your risk and at your expense, to remain the Purchase Price of the Lot or Lots of which you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot and secondly to the Buyer's Premium, for you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot and thirdly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from monies paid to us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of the date on which such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8.1 Wherever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we will, at our absolute discretion, deal with the Lot in any manner we think fit, either to so recognize to us the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and the way, for example, we may:

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

8.1.2 declare the Lot void and sell the Lot or other property by or in favour of the Owner of the Lot or any such other order of court, mediator, arbitrator or government body; and/or

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

8.1.4 retain an indemnity and/or security from you in return for pursuing the claim on your behalf.

8.2 The discretion referred to in paragraph 8.1.

8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, 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/or

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 MISREPRESENTIES

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

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 does 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 accepted general 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 not generally accepted for use at the time at which the Catalogue was published or 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 determine whether the Lot is a Forgery or not.

9.5 If we are satisfied that a Lot is a Forgery, we will (as principal) the Lot from you and you will transfer the title to the Lot to us, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify 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 9 will cease.

9.8 Paragraph 9 does not affect any other of your rights and benefits under this agreement except to the extent that such rights and benefits are a consequence of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or an Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams’ Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.

10 OUR LIABILITY

10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in relation to the Misrepresentation Agreement, to the extent that such loss or damage is a non-conforming Sale or a non-conforming Lot and that invoice has been paid; and

10.1.1 to sell the Lot at your risk and/or your property is in our possession or under our control for any reason (including other goods sold to you for or with us for Sale) and to apply any monies due to you as a result of such sale to whatever purpose we think fit.

10.1.2 having made reasonable efforts to inform you, to release your name and address to the Seller, so they might take appropriate steps to recover the amounts due and legal costs associated with such legal steps.

10.2 Our duty to you while the Lot is at your risk and/or your property is in our possession or under our control for any reason (including other goods sold to you for or with us for Sale) and to apply any monies due to you as a result of such sale to whatever purpose we think fit.

10.3 We will account to you in respect of any balance we hold remaining from monies paid to us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of the date on which such sums paid to us.

10.4 Nothing set out above will be construed as excluding or restricting any person’s liability or excluding or restricting any person’s rights or remedies in respect of (i) fraud, (ii) personal injury caused by our negligence, (iii) personal injury caused by our negligent or (iv) any other liability to the extent the same may be not be excluded or restricted as a matter of notice or (v) under our undertaking in paragraph 9 of these conditions.

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the Lot is made up wholly or in part of a Book or Books and any Book does not contain text or illustrations (in either case referred to as a “non-conforming Lot”), we undertake a personal responsibility for such a non-conforming Lot in accordance with the terms of this paragraph).

12 MISCELLANEOUS

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

12.2 Our rights and obligations will not be affected by reason of any bankruptcy, liquidation or winding-up of any party or exercise of 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 provision or obviating any other power or right under this agreement, which will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligation imposed on the Seller to remove the Lot or the Seller’s order and we

12.3 If either party to this agreement is prevented from performing any of their obligations would by reason of such circumstances give rise to a person other than you; and/or (v) under our undertaking in paragraph 9 of these conditions.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or otherwise in such manner as we may from time to time by written notice given to you at the address of your interest in the Lot, all rights and benefits under this paragraph will cease.
communication to ensure that it is received in a legible form within any applicable time period.

12. If any term or phrase of this form of 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 this relevant term.

12. References to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.

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

12. In this agreement "including" means "including, without limitation.

12. References to the singular include reference to the plural and vice versa and reference to any one gender will include reference to any other gender of the relevant term.

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

12. Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any holder of letters, any photograph (except for the context) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the condition as set out in the Artistic Resale Rights Regulations 2006.

"Description": any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authenticity, attribution, condition, period, age, quality, s起源, value, estimated selling price (including the Hammer Price).

"Entry": a written statement in the Catalogue identifying the Lot and its Lot number which may contain a Description and/or an illustration(s) relating to the Lot.

"Estimate": a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" and Expenses paid or payable by Bonhams in respect of the Lot including legal Expenses, banking charges and Expenses incurred as a result of an electronic transfer of money, charges and Expenses for loss and damage cover, insurance, Catalogue and other reproductions and illustrations, any customs duties, advertising, representing, reproductions, registration fees, taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for storage, storage charges, removal charges, removal charges or costs of collection of any part of the Seller's or from a defaulting Buyer, plus VAT if applicable.

"Firmation" an intention made by the maker or any other person to do as he or she pleases. The words "acting for someone" and "acting on behalf of someone" mean that a person acts on behalf of the other person and the person so named is treated as the person,

12. Where this agreement is an immunity form, and/or an exclusion or restriction of the, and/or responsibility and/or liability of Bonhams, it will also operate to limit and for the benefit of Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999 (as amended or superseded), which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13. 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 unless such additional specific consent(s) have been given by you 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, 101 New Bond Street, London W1S 1SR, United Kingdom or by email info@bonhams.com.

APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used in the context otherwise require 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

"Account" the bank account of Bonhams into which all sums received in connection with the Lot on which the Buyer's agreement to purchase that Lot will be paid. It will be held by Bonhams and used only for the Lot and will be assigned a reference number by Bonhams in respect of each individual item comprised in a group of two or more items offered for sale as one Lot.

"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 [ART] which sells for a Hammer Price which together with the Buyer's Premium (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

"Auctioneer" the representative of Bonhams conducting the sale.

"Bidder" any person considering, attempting or making a Bid, including those who have completed a Bidding Form.

"Bidding Form" our Registration and Bidding Form, the Absentee Bidding Form or our Telephone Bidding Form.

"Bonhams" Bonhams 1793 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 for Sale and the Buyer's Agreement as "you" and "your.

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

"Buyer's Premium": a premium calculated on the Hammer Price at the rates stated in the Notice to Bidders.

"Catalogue" the Catalogue relating to the relevant Sale, including any representation of the Lots on which the Buyer may have placed a bid.

"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.

"Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary.

"Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.

"Consumer" a natural person who is acting for the relevant purpose outside of trade, Business or profession.

"Contract Form" the Lot number and vehicle or Entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.

"Context" the meaning of an immunity form, and/or exclusion and/or restriction of the, and/or responsibility and/or liability of Bonhams, will also operate to limit and for the benefit of Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999 (as amended or superseded), which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

" Govern

As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties.

"Specialist Examination" a visual examination of a Lot by a specialist on the Lot.

"Stamp" means a postage Stamp offered for Sale at a Specialist Stamp Sale.

"Standard Examination" a visual examination of a Lot by a non-specialist on the Lot.

"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the Buyer's Agreement (as applicable).

"Storage Contractor" means the company identified as such in the Catalogue.

"Terrorism" means any act or threatened act of terrorism, whether any person acting alone or on behalf of, or in co-operation with any person, group or organisation(s) and/or governments, committed for political, religious or ideological or similar purposes including, but not limited to, the intention to, or the act of, intimidating the public or any part of the public or any section of the public into fear.

"VAT" value added tax at the prevailing rate at the date of the Sale in the United Kingdom.

"Website" Bonhams Website at www.bonhams.com.

"Withdrawal Notice" the Seller's written notice to Bonhams revoking the Buyer's Agreements to sell a Lot.

"Without Reserve" where 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 origin of Sale by the creator or as it is set out in the Artistic Resale Rights Regulations 2006.

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

"indemnify": an obligation to put the party to a contract 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 construed accordingly.

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

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

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

"loss of identity": 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.

"term": a legal wrong done to someone to whom the wrong doer has a duty of care.

"warranty": a legal assurance or promise, upon which the person to whom the warranty gives has the right to rely.

SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12: Impaired terms about title,

(a) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.

(b) In a contract of sale, other than one to which subsection (3) below applies, there is also a requirement, stated or implied, that the goods be free, and will remain free until the title to the goods passes, where the property is to pass, from any charge or encumbrance not disclosed to the buyer by the contract made before the contract is made.

(c) The buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or another person entitled to the benefit of any charge or encumbrance so disclosed or known.

(3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.

(4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not disclosed to the buyer have been disclosed to the buyer before the contract is made.

(5) In a contract to which subsection (3) above applies there is an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:

(a) the seller;

(b) in a contract in which the parties to the contract intend that the seller shall transfer only such title as a third person may have, that person;

(c) anyone claiming through or under the seller or that third person of whom the buyer is in actual possession, and who has no reason to believe that the goods are free of any such charge or encumbrance to which the buyer is entitled.

(6A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."