

The Leica and Classic Camera Sale

Friday 22 November 2013 Hong Kong



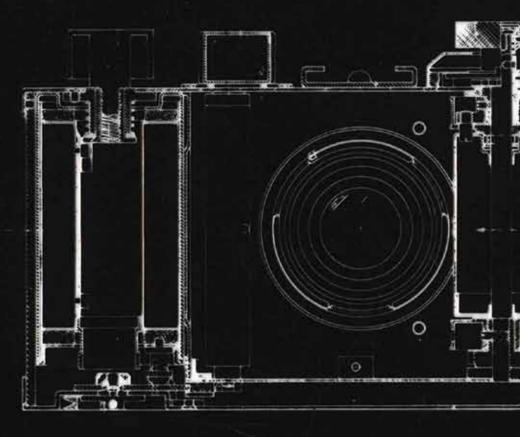
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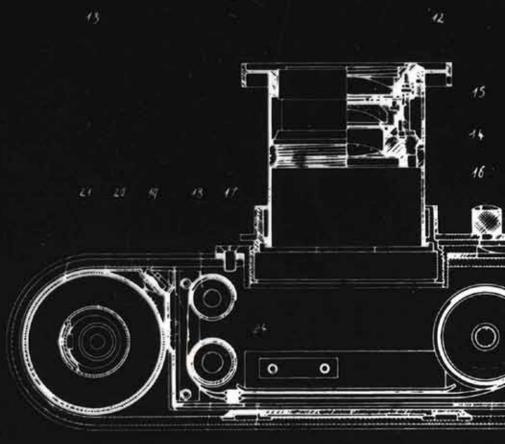
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The Leica and Classic Camera Sale

Friday 22 November 2013 at 6pm Island Shangri-La Hotel, Island Ballroom Pacific Place, Supreme Court Road Admiralty Hong Kong

Bonhams (Hong Kong) Ltd

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Illustration

Front cover: Lot 1681, 1682 Back cover: Lot 1643 Viewing Hong Kong Wednesday 20 November 5pm to 8pm Thursday 21 November 10am to 8pm Friday 22 November 10am to 6pm

Island Shangri-La Hotel 5/F, Island Ballroom Pacific Place Supreme Court Road Admiralty Hong Kong

港島香格里拉大酒店 五樓,香島殿 金鐘法院道太古廣場

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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.

Sale Number: 21288

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For the benefit of a better view of some of the lots in this sale, some illustrations show optical finders upside-down for stability reasons on the set.

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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.

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

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

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Account Number 808-870174-001

Bank Name HSBC

Bank Address

Head Office 1 Queens Road Central Hong Kong

Swift Code HSBCHKHHHKH

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

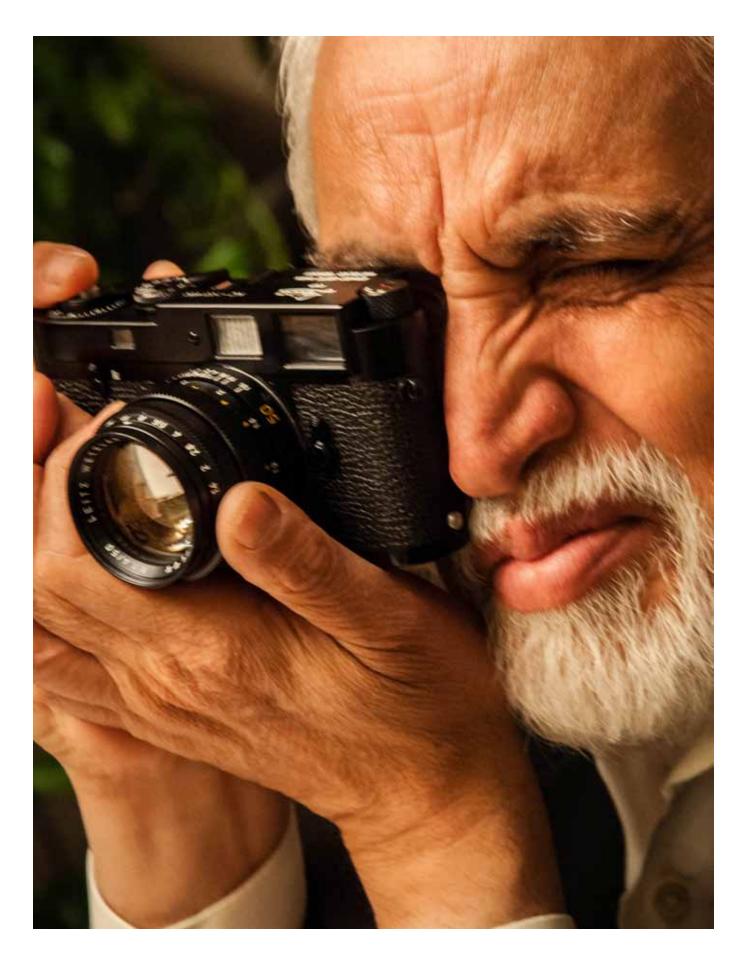
The Dr. Tariq Iftikhar Leica Collection

The following lot numbers included in this sale are from the collection of Dr. Tariq Iftikhar: 1602, 1604, 1606, 1607, 1610, 1617, 1622, 1623, 1628, 1644, 1646, 1648-1651, 1654, 1655, 1657-1667, 1672, 1674, 1676

Dr. Tariq Iftikhar is a renowned orthopaedic surgeon based in Chicago who has been an enthusiastic Leica collector for almost 40 years.

From the moment that he purchased his first Leicaflex in 1975, this hobby of collecting Leica's immediately became Dr. Iftikhar's passion for the next four decades of his life.

The collection eventually grew to include Leica M series, Rangefinders and many more priceless gems from Leica catalogues and he is a lifelong member of the Leica Historical Society. Dr. Iftikhar has even used Leica's Leitz microscopes in performing microhand surgeries on his patients. After 40 years of tracking down, buying and relishing the ownership of such a collection, Dr Iftikhar believes it is time for others to enjoy his Leica camera and lenses and that is the reason for its disposal here in Hong Kong.



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1601 Leica Oskar Barnack model, 2004, Serial No. 3002550,

with 50mm f/3.5 Anastigmat, complete in presentation case, with leather case, DVD, and book regarding early movies by the inventor of the Leica together with various documents HK\$9,000 - 12,000 US\$1,200 - 1,500

A limited edition of 1000 presentation outfits were produced in 2004 to mark the 125-year anniversary of the birth of Leica inventor Oskar Barnack, featuring a replica of the original Leica, the model O, and a print from a run of 100 of one of the test pictures Oskar Barnack took with his first 35mm cameras.

The model O is a replica of the Prototype 2 camera, of which only 20 were made in 1923. The cameras were developed as a second stage after the first concept, the Ur Leica, to test the market for such a product, and preceded the production-line Leica 1 cameras that launched the 35mm film format for still photography.

1602

Leica M7, 2003,

No. 2943519, in black chrome finish, together with presentation box, carrying strap, instructions, warranty, test certificate and other related documentation, in original box HK\$15,000 - 20,000 US\$1,900 - 2,600







Leica MP Hermes Edition, 2003,

comprising camera MP No. 2940042, with Commemorative number on accessory shoe 493/500 with body cap; complete with 35mm f/2 Summicron ASPH lens No. 493/500, outfit in presentation box complete with matching lens hood, Hermes strap, two pouches and Leica MP Hermes instructions

HK\$85,000 - 125,000 US\$11,000 - 16,000

The elegant "LEICA MP Edition Hermès" cameras, Leica Camera AG of Solms, Germany initiated a series of strictly limited annual editions of its legendary Leica rangefinder cameras to be issued on special occasions. The "Edition Hermès" is a special edition of 500 silver-chrome LEICA MP cameras covered with exquisite Barenia calfskin supplied by the famed Parisian high-fashion house Hermès.





Leica APO-Summicron-M f1:2/90mm ASPH E55, 2002, No. 3950281, in rare silver chrome finish, with Leica back and front caps, Leica motif leather lens case, instructions, warranty and related documentation, in original card box, bearing corresponding serial number HK\$22,000 - 28,000 US\$2,800 - 3,600

Provenance:

From the collection of Dr Tariq Iftikhar. For further information, see page 4.

1605

Summilcron M ASPH 35mm f/2 lens, 2002, No. 3934657 HK\$10,000 - 15,000 US\$1,300 - 1,900

1606

Carl Zeiss Sonnar T* 140mm f/2.8 lens,

No. 8781122, in Contax 645 mount and bag, in original box with instructions

HK\$4,000 - 6,000 US\$520 - 770

Provenance: From the collection of Dr Tariq Iftikhar. For further information, see page 4.

1607

Leica M6, 1998,

No. 2433097, in black chromium finish, together with original red velvet lined storage box, boxed carrying strap, instructions, warranty and related documents contained in original card box bearing sticker with corresponding serial number **HK\$8,000 - 12,000**

US\$1,000 - 1,500

Provenance:

From the collection of Dr Tariq Iftikhar. For further information, see page 4.





1607







1617

Leica M6, 1997,

No. 2418139, silver chrome with body cap, in presentation Leica box, together with Leica carrying strap, Leica passport, guarantee card, in original box HK\$7,000 - 9,000 US\$900 - 1,200

1609

Leica M6 Special Ein Stuck, 1997, *No. 2300536*, 536/996 with 35mm f/1.4 Summilux lens M Asph no. 3758536 also engraved *Ein Stuck Leica* HK\$25,000 - 35,000 US\$3,200 - 4,500

1610

Leica Vario-Elmar-R f/4 80-200mm, 1997, No. 3804000, with Leica front and back caps and with protective Leica leather case, in original box with guarantee card HK\$3,500 - 5,500 US\$450 - 710

Provenance: From the collection of Dr Tariq Iftikhar. For further information, see page 4.

1611

Rollei 35 Classic, No. 920461, with 40mm f/2.8 Sonnar lens HK\$3,500 - 5,000 US\$450 - 650

1612

Sekonic Model L-398 gold plated light meter HK\$2,500 - 3,500 US\$320 - 450

1613

Milota 16 gold plated camera, with 22mm f/2.8 Rokkor lens HK\$2,000 - 3,000 US\$260 - 390

1614

Two Vivitar Commemorative gold plated lenses, No. 19381988, 45 70-220mm zoom, and another 28-105mm (2) HK\$3,000 - 5,000 US\$390 - 650



1615

Canon Ixus gold plated 60th Annivesary lens HK\$1,200 - 1,800 US\$160 - 230

1616

Leica M6 Special Ein Stuck, 1996, *No. 2300525*, complete with 35mm f/1.4 Summilux M, No. 525 of 996, serial no. 2300525, lens no. 3758525 also engraved *Ein Stuck* HK\$25,000 - 35,000 US\$3,200 - 4,500

1617

Contax 645 Professional Outfit,

including: 645 body, AE Prism Finder, 120/220 Film Insert, Carl Zeiss Planas T* 80mm f2 lens together with Contax Electronic TLA360 flash, two MFB-1, one MFB-1A and one MFB-1B film back holders (qty) HK\$9,000 - 12,000 US\$1,200 - 1,500

Provenance: From the collection of Dr Tariq Iftikhar. For further information, see page 4. 1618 Summicron M 50mm f/2 lens, *No. 3705826* HK\$2,500 - 3,500 US\$320 - 450

1619

Leica Elmarit M 28mm f/2.8 lens, *No. 3708838* HK\$3,500 - 4,500 US\$450 - 580











1620

Leica M6 RPS Centenary camera, 1994,

No. 2002012 and Edition No. 012/100, the top plate engraved The Royal Photographic Society with the Society's coats of arms, with a RPS Royal Centenary 1994 Summicron-M f/2 50mm lens and front lens cap, in maker's presentation wood box; instruction booklet, Leica Passport, warranty card and commemorative booklets; Leica plastic body box, body cap and carry strap, in maker's outer carton HK\$50,000 - 80,000

US\$6,500 - 10,000

1621

Hasselblad 326, *No. 503CX* gold fittings with blue finish, 50th Anniversary, HK\$30,000 - 40,000 US\$3,900 - 5,200

1622

Leica Summilux-M f/1.4 35mm ASPH, 1994,

No. 3659906, with Leica front and back caps and lens hood, Leica leather protective case, instructions and warranty in original box bearing sticker with corresponding serial number HK\$45,000 - 65,000 US\$5,800 - 8,400

Provenance: From the collection of Dr Tariq Iftikhar. For further information, see page 4.

1623

Leica APO-Macro-Elmarit-R f/2.8 100mm, 1993,

No. 3627225, front and back caps, in Leica leather case with instructions and warranty card in original box; together with a Leica ELPRO 1:2-1:1 lens, Code 16545, in Leica leather case and original box; and a Leica tripod connection StA1, in original box (3) **HK\$10,000 - 15,000**

US\$1,300 - 1,900

Provenance:

From the collection of Dr Tariq Iftikhar. For further information, see page 4.

1624

Leica M6 Titanium, 1992,

No. 1914191, with Summilux M 35mm f/4 titanium finish, no. 3570897 HK\$30,000 - 50,000 US\$3,900 - 6,500











1625 Summicron M 50mm f/2 lens, *No. 3515788* HK\$2,500 - 3,500 US\$320 - 450

1626

Summicron M 50mm f/2 lens, No. 3705826 HK\$2,500 - 3,500 US\$320 - 450

1627

Leica Elmarit M 28mm 2.8 lens, *No. 3519030*, boxed HK\$3,500 - 4,500 US\$450 - 580

1628

Leica R6.2, 1990, *No. 1776587*, silver chrome version, labelled in red velvet lined Leica presentation box with user manual and instructions HK\$6,000 - 9,000 US\$770 - 1,200

Provenance: From the collection of Dr Tariq Iftikhar. For further information, see page 4.

1629 Mamiya RB67 Gold SD Model, 50th Anniversary model HK\$10,000 - 15,000 US\$1,300 - 1,900









Leica M6 150th Anniversary of Photography and 75 Years of Leica Photography, 1988, *No. 1757848*, Mo. AO48 finished in platinum with matching Summilux 50mm f/1.4 no. 3482338 HK\$30,000 - 50,000 US\$3,900 - 6,500

1631

Summilux M 35mm f/1.4 Aspherical lens, *No. 3461020,* HK\$60,000 - 90,000 US\$7,700 - 12,000

This lens comes from the very first batch of aspherical 35mm Summilux lenses.

1632

Summicron M 50mm f/2 lens, No. 3541895 HK\$2,500 - 3,500 US\$320 - 450

1633

Leica M6, 1986, *No. 1704991*, in black chrome finish, with body front cap HK\$5,000 - 8,000 US\$650 - 1,000

1634

'Jesse Owens' Leica R4 presentation camera set, 1986, comprising a Leica R4, No. 1672632 and zoom lens 70-210mm, Serial No. 3331227, Commemorative No. C 027, in original cloth covered presentation box, labelled 'Jesse Owens Golden Anniversary 1936-1986', with related documents HK\$15,000 - 20,000 US\$1,900 - 2,600

Six hundred sets were issued in 1986 to commemorate the golden jubilee of Jesse Owens' achievements at the 1936 Olympic games.



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1635

Rolleiflex Twin Lens Reflex Aurum, with Xenotar 80mm f/2.8 lens no. 1396879 HK\$18,000 - 24,000 US\$2,300 - 3,100

1636

Hasselblad FC/M2000 421 Commemorating 100 years of Photography 1885-1985, no. 425 with 80mm f/2.8 Planar lens no. 5879111, complete with A12 roll film back HK\$25,000 - 35,000 US\$3,200 - 4,500

1637

Nikon Gold FA, Grand Prix 1984, with 50mm f/1.4 Nikkor lens No. 5508572, with case HK\$18,000 - 24,000 US\$2,300 - 3,100



1636



1638 Nikon Gold FA, No. 2002765, with Special Number 3/100 Grand Prix 1984, in case HK\$18,000 - 24,000 US\$2,300 - 3,100

1639 Nikon Gold FA, *No. 2806048*, Grand Prix 1984, with 50mm f/1.4 Nikkor lens, no. 5523569, with case HK\$18,000 - 24,000 US\$2,300 - 3,100





1640

Rollei 355 Gold, with Sonnar 40mm f/2.8 lens no. 2625126 HK\$2,500 - 3,500 US\$320 - 450

1641

Leica M4-2 Gold, 1979, *No. 1524819,* with 50mm f/1.4 Summilux no. 2840974 HK\$20,000 - 30,000 US\$2,600 - 3,900

1642

Leica R3 Gold, 1979, *No. 1524819,* Special No. 100-562 with Summilux R 50mm f/1.4, no. 2932500m gold plated HK\$15,000 - 20,000 US\$1,900 - 2,600

1643

Hubert Saget LEICA reprint in limited edition 226 of 333, *35 by 25in (89 by 64cm)* HK\$7,000 - 9,000 US\$900 - 1,200









1646



1646

1644

Leica CL 50th Anniversary Special Limited Edition, 1975,

No. 1425075, Anniversary No. 011-C, engraved with '50JAHRE', with Summicron-C f/1:2 40mm lens, *No.* 2596447, in original 'Leitz Wetzlar' presentation box

HK\$9,000 - 12,000 US\$1,200 - 1,500

Provenance:

From the collection of Dr Tariq Iftikhar. For further information, see page 4.



1645

Leicaflex SL2, 1975, No. 1415490, black version with 50th anniversary logo on top of prism with 50mm f/2 Summicron R, no. 2431760, special number 113-1 HK\$7,000 - 10,000 US\$900 - 1,300

1646

Leica M4 50th Anniversary Special Limited Edition, 1975,

No. 1414541, in black paint finish, Commemorative No. 191-C, engraved with '50JAHRE', with original instruction book, in original box and original importation certificate and both bearing corresponding serial number HK\$25,000 - 35,000

US\$3,200 - 4,500

1647

Leica M4, 1975,

No. 1413139, the 50th Anniversary model, Commemorative No. 239-I, in black finish, in maker's box with import certificate. HK\$10,000 - 15,000 US\$1,300 - 1,900

To celebrate the 50th anniversary of the founding of the company, Leitz produced in 1975 a number of special editions of the M4, M5, CL and SL-2 cameras engraved with oak leaves and 50th Anniversary on the front and memorial model number carried in series on the back.





1648 Leica M3, Betriebsk. No.1219 HK\$35,000 - 45,000 U\$\$4,500 - 5,800

Provenance:

From the collection of Dr Tariq Iftikhar. For further information, see page 4.

1649

Angénieux Zoom 35-70mm f/2.5-3.3, 1970s,

No. 1480446, in Leica R mount, with two lens hoods, back and front caps and case in fitted case, in external HK\$6,000 - 9,000

US\$770 - 1,200

Provenance: From the collection of Dr Tariq Iftikhar. For further information, see page 6.

1650

Leicaflex SL2 50th Anniversary Special Limited Edition, 1975,

No. 1389298, in chrome finish, Anniversary No. 096-L, engraved with '50JAHRE', with Leica body cap and together with leather strap, registration card and instruction book in original box with sticker bearing corresponding serial number HK\$10,000 - 15,000

US\$1,300 - 1,900

Provenance:

From the collection of Dr Tariq Iftikhar. For further information, see page 6.

1651

Leica M5 50th Anniversary Special Limited Edition, 1975,

No. 1356221, in chrome finish, Commemorative No. 116-I, engraved with '50JAHRE', in original box with sticker bearing corresponding serial number **HK\$21,000 - 28,000**

US\$2,700 - 3,600

Provenance:

From the collection of Dr Tariq Iftikhar. For further information, see page 4.





1651









1652

1652

Contax RTS Gold Finish, with 50mm f/1.4 Planar lens no. 6059251, special no. E91 HK\$10,000 - 15,000 US\$1,300 - 1,900

1653

Leica CL Black, 1973-74, No. 1322865 HK\$2,500 - 3,500 US\$320 - 450

1654

Leica M4, 1974, *No. 1381019*, in black chrome finish with Leica front body cap, in original box bearing corresponding serial number sticker together with instructions HK\$30,000 - 40,000 US\$3,900 - 5,200

Provenance: From the collection of Dr Tariq Iftikhar. For further information, see page 4.

1655

Leica M5, 1971, *No. 1289000,* in silver chrome finish, with dual range 50mm f2 Summicron lens, *No. 1787970* and Leica lens cap HK\$18,000 - 24,000 US\$2,300 - 3,100

The serial number on this camera is the final one in this production run.







1656











1656

Leica M2R, 1969-70, *No. 1249249,* with Summicron 50mm f/2 dual-range lens No. 2032407, with spectacle finder, in Leica leather case with front cap HK\$18,000 - 25,000 US\$2,300 - 3,200

1657

Leica M4, 1969-1970, No. 1246894, in black paint finish, Leica body cap HK\$25,000 - 35,000 US\$3,200 - 4,500

Provenance: From the collection of Dr Tariq Iftikhar. For further information, see page 4.

1658

Leica M4, 1969-1970, *No. 1246415,* in black paint finish, with Leica body cap HK\$25,000 - 35,000 US\$3,200 - 4,500









1659 Leica M4, 1969-1970, No. 1246342, in black paint finish, with Leica body cap HK\$30,000 - 40,000 US\$3,900 - 5,200

Provenance: From the collection of Dr Tariq Iftikhar. For further information, see page 4.

1660

Leica M4, 1969, No. 1230586, in chrome finish, body only with Leica front cap HK\$13,000 - 18,000 US\$1,700 - 2,300

Provenance:

From the collection of Dr Tariq Iftikhar. For further information, see page 4.

1661 Leica M3, 1965,

No. 1109571, in chrome finish, with Summicron 1:2/50mm lens, dual range model, No. 2036844 and Leica lens cap HK\$20,000 - 30,000 US\$2,600 - 3,900

Provenance: From the collection of Dr Tariq Iftikhar. For further information, see page 4.

1662

Leica M2, 1966, No. 1161947, in chrome finish, with Summicron 1:2/50mm lens, in rigid mounts, No. 2181609, with Leica lens cap HK\$25,000 - 35,000 US\$3,200 - 4,500









1664



1663



1665

1663

Leica M4, 1968-1969, *No. 1209579*, in chrome finish, with Summicron 1:2/50mm lens, dual range, *No. 2228489* and Leica lens cap HK\$20,000 - 30,000 US\$2,600 - 3,900

Provenance: From the collection of Dr Tariq Iftikhar. For further information, see page 4.

1664

Leica M3, 1963, No. 1089133, in chrome finish, with Summilux 1:1.4 50mm lens, No. 1660067 HK\$40,000 - 60,000 US\$5,200 - 7,700

Provenance: From the collection of Dr Tariq Iftikhar. For further information, see page 4.

1665

Leica M1, 1962, *No. 1050341*, in chrome finish, with Leica body cap, in original Leica box HK\$6,000 - 7,000 US\$770 - 900





1666 Leica M2, 1962, *No. 1013958*, in chrome finish, with Summilux 1:1.4/50mm lens, *No. 1759580* and Leica lens cap HK\$20,000 - 30,000 US\$2,600 - 3,900

Provenance: From the collection of Dr Tariq Iftikhar. For further information, see page 4. 1667 Leica M2, 1961, *No. 1031950*, in black paint finish, with Summilux 1:1.4/50mm lens, *No. 3340770* and plastic Leica lens cap HK\$75,000 - 125,000 US\$9,700 - 16,000









1668 Leitz Minolta, *No. 1035169*, with case HK\$3,000 - 4,000 US\$390 - 520

1669

Leica Swedish Army Elmar 90mm f/4 lens 1960 No. 1700613 with front cap and triple crown engraving; together with a Leica 9cm viewfinder in box (2) HK\$20,000 - 30,000 US\$2,600 - 3,900

This lens was made to accompany the Black IIIg which also includes a 90mm viewfinder.

1670

Taylor-Hobson 2-inch f/2 Anastigmat, No. 329911, Leica screw fit, with original front and back caps HK\$6,000 - 9,000 US\$770 - 1,200

1671

Summaron 35mm f2.8 lens, no. 1814938, screw fit, chrome body, focusing to 2ft 2in, Leica front and back caps HK\$2,000 - 3,000 US\$260 - 390

1672

Leica M3, 1960, *No. 1001111*, dual range, in chrome finish, with Summicron 1:2/50mm lens, *no. 1785791* and Leica lens cap HK\$25,000 - 35,000 US\$3,200 - 4,500

Provenance: From the collection of Dr Tariq Iftikhar. For further information, see page 4.

1673

Leitz Minolta CL black, 1973-4, *No. 1325337,* with 40mm f/2 M Rokkor lens and case HK\$3,000 - 4,000 US\$390 - 520





1674 Leica M3, 1960, *No. 993594,* in black paint finish, with Leica body cap HK\$120,000 - 180,000 U\$\$15,000 - 23,000









1675 Leica IIIg, 1959, *No. 955054* body only HK\$6,000 - 9,000 U\$\$770 - 1,200 1676

1676 Leica IIIg, 1957, *No. 827912,* with red scale 5cm 3.5 Elmar lens, *No. 1372807* with Leica lens cap HK\$10,000 - 15,000 US\$1,300 - 1,900



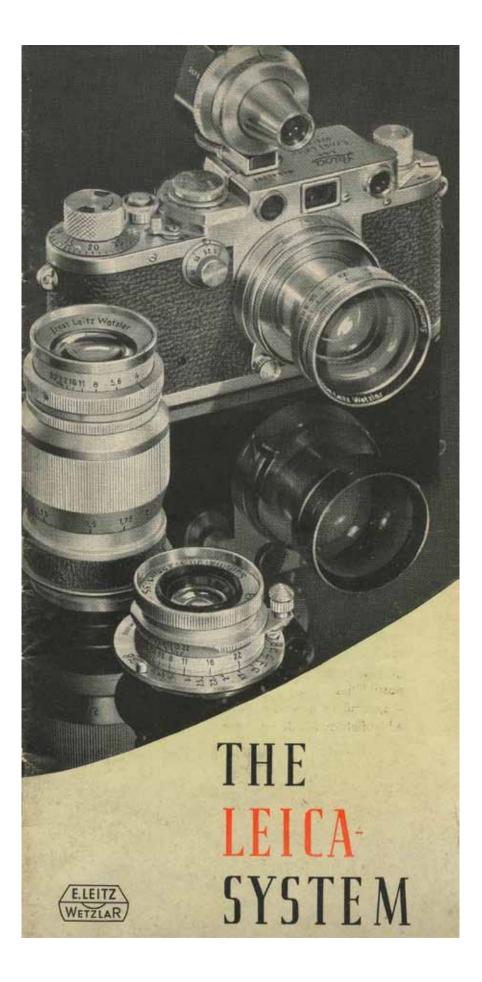


A rare Leica IIIf Black Swedish army body, 1956, *No. 822902*, with Elmar f/3.5 5cm lens, no. 1427139 HK\$400,000 - 600,000 US\$52,000 - 77,000

A series of 100 *Kaltefest* ("winterized") Leica IIIf were produced in 1956 for the Swedish Army for Arctic operations. The black paint 5cm f/3.5 Elmar lens was only ever produced for this military model

A similar model, serial number 822912, was sold in these rooms as lot 2108 on the 23rd November 2012.







1678 Leica IIIC, 1950, *No. 511184* HK\$2,500 - 3,500 U\$\$320 - 450

1679

Leica IIIC, 1941-42, *No. 389586,* with Summitar 5cm f/2 lens, no. 505987 HK\$2,500 - 3,500 US\$320 - 450

1680

Leica IIIC, 1940, No. 365624, with red shutter blinds, red-scale 50mm f/3.5 Elmar lens no. 1087353, top plate engraved with FL No. 38079 and Luftwaffen-Eigentum to side of eyepiece HK\$9,000 - 12,000 US\$1,200 - 1,500

Ex lot: *Cameras, Magic Lanterns and Optical Toys*, Christies South Kensington, 16 November 2004, lot 85.

The German Air Corps used both the Leica IIIc and IIIb. Most Luftwaffen Leicas were painted in a grey colour with a small number finished in chrome.









July 1928/3000. Germany List: Photo 2237a.



1681 Details

















1681 Details







1681 Y

An extraordinarily rare Leica Luxus II, 1932,

Serial No. 88840. with 50mm f/3.5 Elmar lens, No.137447, with unusual bell-push release, camera with lavatory seat type range finder housing (with recess under the shutter dial), lens scaled in feet the base plate engraved with "Open" and "Close", body with faux lizard leather cover, together with Leica Luxus crocodile camera case, brass fastening clip HK\$6,000,000 - 9,000,000 US\$770,000 - 1,200,000

According to Leitz factory records, only four Luxus Leica IIs were made with serial numbers: 88840, 94573, 97313 and 98248. The whereabouts of the other three examples is currently unknown.

In addition, two special presentation Leica II's were also made. Number 75,000 was presented to Professor August Piccard, one of the pioneers of the exploration of the stratosphere and later designer of the "Bathyscape". Number 100,000 was presented to Dr Leon Frobenius, a leading explorer of Central America.

Although the crocodile ever-ready case appears in various advertisements for Leica Luxus, this is the first example ever to come to light.

Literature:

VAN HASBROECK, Paul-Henry, *Leica in Colour*, Philip Wilson Publications, 1997, pp.34-35. LAGER, James L., *Leica - An Illustrated History*, Vol. I, Lager Limited Editions, 1993, p.27.

Provenance:

The British owner of this camera was a keen amateur photographer who acquired this Leica soon after World War II and used it for many years.



Fig. 1 (1/2 act. size).

The external appearance of the 'Leica' camera is shown in Figs. 1 and 2. Turn down the upper narrow side of the camera and open the camera lid n (Fig. 1) by turning the lid swivel o (Figs. 1 and 3) from 'closed' to 'open' as far as it will go and lift the lid a little at this end. The lid pin p at the other end will then easily unhook.











A rare Leica Luxus 1, 1930, *No. 37260,* with 50mm f/3.5 Elmar lens, faux lizard skin body covering and gold plated fittings HK\$5,000,000 - 7,000,000 US\$650,000 - 900,000

The Luxus cameras were produced on special order only in very limited numbers between 1929 and 1930, using serial numbers falling between 28692 and 68834. Just 95 units were produced and many less are known to exist today.

A full-matching gold-plated rangefinder and crocodile skin ever-ready case were also originally available.

Literature:

VAN HASBROECK, Paul Henry, *Leica In Colour*, Philip Wilson Publications, 1998, p. 27.

VAN HASBROECK, Paul Henry, *Leica - A History Illustrating Every Model And Accessory*, Sotheby's Publications, second edition, 1993, see colour plate VII, also revised edition 1993 p. 48.

Provenance: From a private North American collection.

End of sale



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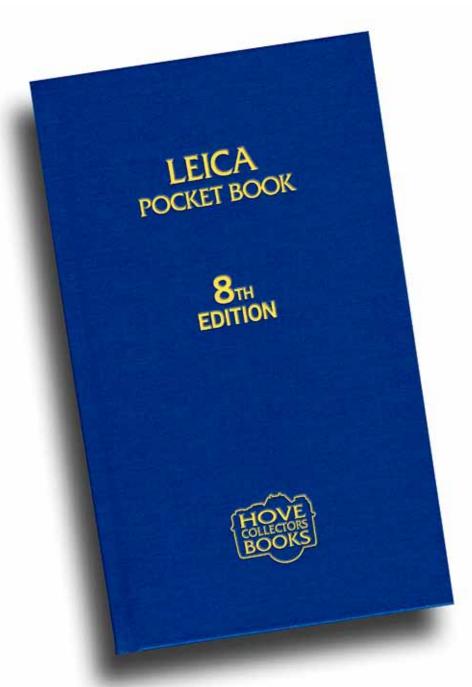
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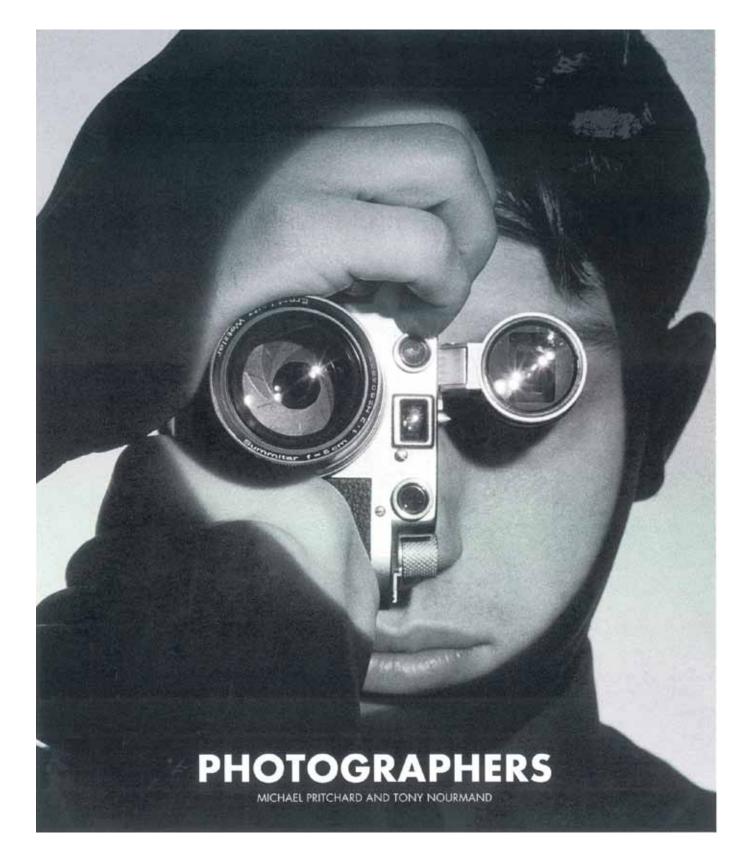


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Enquiries Meilin Wang +852 2918 4321 chinesepaintings.hk@bonhams.com Gui Changshi (1574-1645) Qi Garden Ink on paper, dated 1630 27.5cm x 395cm (10¾in x 155½in). Estimate: HK\$300,000-500,000

Provenance: formerly in the collection of Wang Jiqian (C.C. Wang, 1907-2003)

Bonhams

The Gentleman's Library Sale

Tuesday 28 & Wednesday 29 January 2014 Knightsbridge, London



A 3-inch J&W Cary pocket terrestrial globe, English, published 1791 £3,000 - 4,000

NOTICE TO BIDDERS

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

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

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

1. OUR ROLE

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

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

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, 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 Catelogue 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. They may not reveal the true condition of the *Lot*. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the *Lot*.

Lots are available for inspection prior to the Sale and it is for you to satisfy yourself as to each and every aspect of a Lot, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, 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 inside of a Lot may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many Lots they may have been damaged and/or repaired and you should not assume that a Lot is in good condition. Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electricitan 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 more 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 is sold by its respective Seller to the Buyer of the Lot as corresponding only with 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. 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 where *Bonhams* thinks the *Hammer Price* for 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 most *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 this free report about a *Lot* which is 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 obligation or duty, whether in contract or in 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 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 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, on each *Lot* to establish the accuracy or otherwise of any descriptions or opinions given by Bonhams, or by any person on Bonhams' behalf, whether in the *Catalogue* or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by Bonhams or on Bonhams' behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*.

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

Alterations

Descriptions and Estimates may be amended at Bonhams' discretion from time to time by notice given orally or in writing before or during a Sale.

THE LOT IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY LOT OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE SALE.

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so.

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

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

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

Where a Reserve has been applied to a Lot, the Auctioneer may, in his absolute discretion, place bids (up to an amount not equalling 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 for 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 currencies 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 photo proof of identity) and a debit or credit card. We may request a deposit from you before allowing you to bid.

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

Bidding in person

You should come to our *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 *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer's*. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your Bidder Registration Form. Once an invoice is issued it will not be changed.

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

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

Bidding by telephone

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

Bidding by post or fax

Absentee and Telephone Bidding Forms can be found in the back of this Catalogue and should be completed and sent to the office responsible for the Sale. It is in your interests to return your form as soon as possible, as if two or more Bidders submit identical bids for a Lot, the first bid received takes preference. 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 we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest 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 as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and may require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to Bonhams under any *contract* resulting from the acceptance of a *bid*. Subject to the above, please let us know if you are acting on behalf of another person when bidding for Lots at the Sale. Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to an Absentee and Telephone Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the Sale, we a entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the Hammer Price and Buyer's Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our Conditions of Business and contact our Customer Services Department for further details.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

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

At the same time, a separate contract is also entered into between us as auctioneers and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in **Appendix 2** at the end of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder*. We may change the terms of either or both of 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* venue and/or by oral announcements before and during the *Sale*. You should be alert to this possibility of changes and ask if there have been any.

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the Buyer's Agreement, a premium (the Buyer's Premium) is payable to us by the Buyer in accordance with the terms of the Buyer's Agreement and at rates set out below, calculated by reference to the Hammer Price and payable in addition to it. Storage charges and Expenses are also payable by the Buyer as set out in the Buyer's Agreement.

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

8. TAX

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

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus Tax and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to be made 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 cheques should be made payable to Bonhams (Hong Kong) Limited). Bonhams reserves the right to vary the terms of payment at any time. Unless agreed by us advance payments made by anyone other than the registered buyer will not be accepted.

Hong Kong dollar personal cheque drawn on a Hong

Kong branch of a bank : all cheques must be cleared before you can collect your purchases.

bankers draft cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, we will allow you to collect your purchases immediately; **cash:** you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed HK\$80,000. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

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

bank transfer: you may electronically transfer funds to our *Client Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Client Account* details are as follows: 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: | НЅВСНКНННКН |
| | |

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

debit cards issued by a Hong Kong bank: there is no additional charge for purchases made with these cards;

credit cards: Visa, Mastercard and overseas debit cards. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. 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 made a special arrangement with the Buyer). Details relating to the collection of a Lot, the storage of a Lot and our Storage Contractor after the Sale are set out in the Buyer's Agreement as set out in Appendix 2 of the Catalogue.

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all Hong Kong export and overseas import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s).

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

The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot.

13. CITES REGULATIONS

Buyers are advised to check the regulations applicable to Hong Kong exportation and overseas importation when exporting any goods from Hong Kong 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 unless a CITES export licence is obtained from the Agriculture, Fisheries and Conservation Department of Hong Kong. A period of 8 weeks may be required for the purposes of obtaining such export licence.

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, 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 and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable (or 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 stautory 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 in 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 to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise.

Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (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. 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. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary). Subject to this, we will not disclose your data to any third party, but we may from time to time provide you with information about goods and services provided by third parties which we feel may be of interest to you. Any member of our group may use your data for similar purposes.

We will keep your data for a period of five years from the date of your last contact with us so as to simplify any future registration. The data may be transferred to and stored outside Hong Kong, and you agree to this transfer. You have the right to request us not to use your information for these purposes by contacting Bonhams (Hong Kong) Limited (which for the purpose of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) is the data user) at Montpelier Galleries, Montpelier Street, London, SW7 1HH, 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 *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* 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 DESCRITION 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 as the principal to the Contract for Sale, such contract being made between the Seller and you through Bonhams which acts in the sole capacity as the Seller's agent and not as an additional principal. However, if the Catalogue states that Bonhams sells the Lot as principal, or such a statement is made by an announcement by the Auctioneer, or by a notice at the Sale, or an insert in the Catalogue, then Bonhams is the Seller for the purposes of this agreement.
- 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.

SELLER'S UNDERTAKINGS

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- 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*

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;

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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.

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 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.
- 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 care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* 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*.

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.

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(s) 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*.

PAYMENT 6

- 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 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 in accordance with this paragraph, the Seller will have the rights set out in paragraph 8 below.

COLLECTION OF THE LOT **7** 7.1

- 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 owed by you to the Seller and to Bonhams.
- The Seller is entitled to withhold possession from 7.2 you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams' possession or not 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.
- 7.3 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
- 7.4 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.5 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, including any legal costs and fees, expenses and losses suffered by the *Seller* by reason of your failure to remove the Lot including 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

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- to terminate immediately the Contract for Sale 8.1.1 of the Lot for your breach of contract;
- 8.1.2 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;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the Lot at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the Contract for Sale and/or damages for breach of contract;
- 8.1.6 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;

8.1.7 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;

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- to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction 818 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*) 8.1.9 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
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.
- On any re-sale of the Lot under paragraph 8.1.2, 8.3 10.1 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 10.2 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

9.3

- The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the 9.1 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.
 - 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 made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale

10.5

- The Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, 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;
- 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 or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise
- Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly)any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (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) any other liability 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 ability subsequently to enforce any right arising under the Contract for Sale
- If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
 - Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, 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

- 10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams*' officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 10.9 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.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
 10.11 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*.
- 10.12 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 in favour and 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.

11 GOVERNING LAW AND DISPUTE RESOLUTION

11.1 Law

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

11.2 Language

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

APPENDIX 2

BUYER'S AGREEMENT

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

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 by the Auctioneer.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed at the beginning of the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 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 Auctioneer's hammer in respect of the Lot, when it is knocked down to you and at that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement

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

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- 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 5;
- 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 and the Seller;
- 1.5.3 we will provide a guarantee in the terms set out in paragraph 9.
- 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 in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller.

PERFORMANCE OF THE CONTRACT FOR SALE You undertake to us personally that you will observe and comply with all your obligations and

observe and comply with all your obligations and undertakings to the *Seller* under the *Contract for Sale* in respect of the *Lot*.

PAYMENT

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- Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the Purchase Price for the Lot;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders, and*
- 3.1.3 if the Lot is marked [^{A8}], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to the Tax at the appropriate rate and such Tax will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and Tax and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the

Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

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.

COLLECTION OF THE LOT

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Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a stamped, paid invoice, obtained from our cashier's office.

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*.

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

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

- Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or 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), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

STORING THE LOT

We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after

the Sale) we may remove the Lot to another location, the details of which will usually be set out in the Notice to Bidders. If you have not paid for the Lot in accordance with paragraph 3, and the Lot is moved to any third party's premises, the Lot will be held by such third party strictly to Bonhams' order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

- 6.1 Only on the payment of the Purchase Price to us will title in the Lot pass to you. However under the Contract for Sale, the risk in the Lot passed to you when it was knocked down to you.
- 6.2 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 so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time there after in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;

- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 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) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

8

CLAIMS BY OTHER PERSONS IN RESPECT OF 9.3.2 THE LOT

- 8.1 Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the *Lot* to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 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, 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.

FORGERIES

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- We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- Paragraph 9 applies only if:
- your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*, and
- within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.
 - Paragraph 9 will not apply in respect of a Forgery if:
- the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
 - it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

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

- If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1)(b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the *Purchase Price, Buyer's Premium, Tax* and *Expenses* paid by you in respect of the *Lot*.
- The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

- 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 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.
- 10.2 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:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3 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 wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the 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.
- 10.4 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 maybe entitled to recover from the Seller) 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 negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

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- 11.1 You may not assign either the benefit or burden of this agreement.11.2 Our failure or delay in enforcing or exercising
 - 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 give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
 - Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by registered post or air mail or fax transmission (if to Bonhams marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the Contract Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 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.

- 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 confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 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 successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to avail itself of the same relevant right at law.

GOVERNING LAW

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

Language

Law

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 means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary). Subject to this, we will not disclose your data to any third party but we may from time to time provide you with information about goods and services provided by third parties which we feel may be of interest to you. Any member of our group may use your data for similar purposes.

We will keep your data for a period of five years from the date of your last contact with us so as to simplify any future registration. The data 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 at Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom (which for the purpose of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) is the data user) or by e-mail at client.services@ bonhams.com

APPENDIX 3

DEFINITIONS and GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases 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 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

"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 rates stated in the Notice to Bidders. "Catalogue" the catalogue relating to the relevant Sale,

including any representation of the catalogue published on our Website

"Commission" the commission payable by the Seller to Bonhams calculated at the rates stated in the 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 to Bonhams by the Seller calculated at rates set out 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 sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue). "Contractual Description" the only description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds

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

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

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

"Expenses" charges and expenses paid or payable by Bonhams in respect of the Lot including legal expenses, banking charges and expenses incurred as a result of an electronic transfer of money, charges and expenses for insurance, catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, Taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for sale, storage charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus Tax. "Forgery" an imitation intended by the maker or any other

person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is 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 over painting) having been carried out on the Lot, where that

damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the description 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" means the warranty described in paragraph 8.2.1 of the Conditions of Business.

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

"Lot" any item consigned to Bonhams with a view to its sale at auction or by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised 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 consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of sales of motor vehicles. "New Bond Street" 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 Catalogue or, if no such estimates have been given or stated, the Reserve applicable to the Lot.

"Notice to Bidders" the notice printed at the front of our Catalogues

"Purchase Price" the aggregate of the Hammer Price and Tax on the Hammer Price. (where applicable) the Buyer's Premium and VAT on the Buyer's Premium and any Expenses. "Reserve" the minimum price at which a Lot may be sold

(whether at auction or by private treaty). "Sale" the auction sale at which a Lot is to be offered for sale

by Bonhams

"Sale Proceeds" the net amount due to the Seller from the sale of a Lot, being the Hammer Price less the Commission, any Tax chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising. "Seller" the person who offers the Lot for sale named on

the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "vour"

"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 member of Bonhams' staff.

"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 appropriate).

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

"Tax" means all taxes, charges, duties, imposts, 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, import, payroll, 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.

"Terrorism" 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) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

"Trust Account" the 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 www.bonhams.com. "Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions 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 treatv).

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 "indemnify" is construed accordingly.

"interpleader proceedings": 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.

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

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

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

SALE OF GOODS ORDINANCE (Chapter 26 of the Laws of Hona Kona)

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.

In every contract of sale, other than one to which (1) 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, he will have a right to sell the goods at the time when the property is to pass; and

(b) an implied warranty that the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made and that the buyer will enjoy quiet possession of the goods except so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

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-

(2)

(a) an implied warranty that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made; and

(b) an implied warranty that neither-(i) the seller; nor (ii) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person; nor (iii) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made, will disturb the buyer's quiet possession of the goods

競投人通告

本通告乃由邦瀚斯致任何可能對拍賣品有興趣的人 士,包括競投人或潛在競投人(包括拍賣品的任何最 終買家)。為便於提述,本文稱該等人士為「競投 人」或「閣下」。

本競投人通告 附有釋義及詞彙。該等釋義及詞彙載 於圖錄後的附錄三內,釋義內所收錄的詞語及用詞在 本文內以斜體刊載。

重要事項:有關拍賣會的額外資料可載於拍賣會的圖錄、圖錄的插頁及/或於拍賣會場地展示的通告,閣 下亦須參閱該等資料。本公司亦可於拍賣會前或於拍 賣會上以口頭形式發出會影響拍賣會的公佈,而毋須 事先給予書面通知。閣下須注意此等可能變動的情 況,並於競投前查詢是否有任何變動。

1. 本公司的角色

作為拍賣品的拍賣人,邦瀚斯純粹代賣家及為賣家 的權益行事。邦瀚斯的職責為於拍賣會以可從競投 人取得的最高價格出售拍賣品。邦瀚斯並非以這角 色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,邦瀚斯或其職員乃 代表賣家行事。本公司強烈建議本身並非有關拍賣品 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 作為其代理及其代表出售拍賣 品,除非本公司明確表示並非如此,邦瀚斯 僅作為 賣家的代理行事。除非邦瀚斯 作為主事人出售拍賣 品,本公司就拍賣品所作的任何陳述或申述均為代表 賣家作出而非代表本公司作出,而任何銷售合約乃買 家與賣家訂立而非與本公司訂立。倘若邦瀚斯 作為 主事人出售拍賣品,本公司會就此情況於圖錄內說 明或由拍賣人作出公佈,或於拍賣會的通告或圖錄 的插頁說明。

邦瀚斯 毋須對閣下承擔亦概無向閣下承諾或同意任 何合約或侵權法下的義務或責任(不論直接、間接、 明示、暗示或以其他方式)。在閣下成功投得並購買 拍賣品時,邦瀚斯會在其時與買家訂立協議,該合 約的條款載於買家協議,除非該等條款已於拍賣會前 及/或於拍賣會上以口頭公佈形式被修訂,閣下可於 圖錄後的附錄二查閱該協議。邦瀚斯與買家的關係受 該協議所規管。

2. 拍賣品

在圖錄內有關拍賣品的資料內以粗體刊載的合約說明 所規限下(見下文第3段),拍賣品乃以其「現況」 售予買家,附有各種瑕疵及缺點。在圖錄內並無就 拍賣品的任何瑕疵、損壞或修復提供指引。請參考 第15段。

圖錄內或其他地方有關任何拍賣品的插圖及照片(屬 合約說明一部份的照片除外)僅供識別之用,可能並 不反映拍賣品的真實狀況,照片或插圖亦可能未有準 確重現拍賣品的顏色。

拍賣品於拍賣會前可供查看,閣下須自行了解拍賣品 的每個和各個方面,包括作者、屬性、狀況、出處、 歷史、背景、真實性、風格、時期、年代、適合性、 品質、駕駛性能(如適用)、來源地、價值及估計售 價(包括成交價)。對閣下有興趣的任何拍賣品進行 審查乃閣下的責任。

敬須注意拍賣品的實際狀況可能不及其外觀所顯示的 狀況。尤其是可能有部件已置換或更新,拍賣品亦 可能並非真品或具有滿意品質;拍賣品的內部可能 無法查看,而其可能並非原物或有損壞,例如為襯 裡或物料所覆蓋。鑑於很多拍賣品出品年代久遠, 故可能有損毀及/或經過修理,閣下不應假設拍賣 品狀況良好。 電子或機械部件或會不能操作或並不符合現時的法定 要求。閣下不應假設其設計為使用主電源的電器物品 乃適合接上主電源,閣下應在得到合格電工報告其適 合使用主電源後,方可將其接上主電源。不適合接上 電源的物品乃僅作為擺設物品出售。

若閣下對拍賣品並無專業知識,則應諮詢有該等知識 人士的意見。本公司可協助閣下安排進行(或已進 行)更詳細的查驗。詳情請向本公司職員查詢。

任何人士損毀拍賣品須承擔所導致的損失。

3. 拍賣品的說明及成交價估計

拍賣品的合約說明

圖錄內載有每項拍賣品的資料。賣家僅按資料內以粗 體刊載的部份以及(除顏色外,該等顏色可能未有準 確重現拍賣品的顏色)圖錄內所載的任何照片,向買 家相應出售每項拍賣品。資料內其餘並非以粗體刊載 的部份,僅為邦瀚斯代表賣家就拍賣品提供的意見, 並不構成合約說明一部份,而賣家乃根據合約說明 出售拍賣品。

成交價估計

在大部份情況下,成交價估計會刊載於資料旁邊。成 交價估計僅為邦瀚斯代表賣家表達的意見,而邦瀚斯 認為拍賣品相當可能會以該價成交;成交價估計並非 對價值的估計。成交價估計並無計及任何應付稅項或 買家費用。拍賣品實際成交價可能低於或高於成交價 估計。閣下不應依賴任何成交價估計為拍賣品實際售 價或價值的指標。

成交價估計採用拍賣會所用的貨幣單位。

狀況報告

就大部份拍賣品而言,閣下可要求邦瀚斯提供拍賣品 的狀況報告。若閣下提出該要求,則邦瀚斯會免費代 賣家提供該報告。邦瀚斯並無就該狀況報告與閣下 訂立合約,因此,邦瀚斯並不就該報告向閣下承擔責 任。對此份供閣下本身或閣下所指示專家查閱的免費 報告,賣家向閣下作為就投人亦不擔或並無同意承 擔任何義務或責任。然而,狀況報告內有關拍賣品的 書面說明構成拍賣品的合約說明一部份,賣家乃根據 合約說明向買家出售拍賣品。

賣家對閣下的責任

就賣家或其代表所作出以任何形式說明拍賣品或有關 拍賣品預測售價或可能售價的任何陳述或申述的準確 性或完備性,賣家並無或並無同意作出任何事實陳述 或合約承諾、擔保或保證,亦不就其承擔不論合約或 侵權法上的任何義務或賃任(除對上述對最終買家的 責任除外)。除以上所述外,以任何形式說明拍賣品 或任何成交價估計的陳述或申述概不納入賣家與買家 訂立的任何銷售合約內。

邦瀚斯 對閣下的責任

如閣下擬查看拍賣品,閣下會獲得有關安排。有關 拍賣品的銷售合約乃與賣家訂立而非邦瀚斯;邦瀚 斯僅作為賣家的代理行事(邦瀚斯作為主事人出售 拍賣品除外)。 邦瀚斯概不向閣下承擔任何對於每件拍賣品進行查驗、調查或任何測試(足夠深入或完全不進行),以確定邦瀚斯或代表邦瀚斯的任何人士在圖錄內或其他地方作出的任何說明或意見的準確性或其他的責任。

閣下不應假定已經進行該等查驗、調查或測試。

就邦瀚斯或其代表所作出以任何形式說明拍賣品或 有關拍賣品預測售價或可能售價的任何陳述或申述的 準確性或完備性,邦瀚斯並無或並無同意作出任何 事實陳述,亦不就其承擔任何(不論合約或侵權法上 的)義務或責任。

邦瀚斯或其代表以任何形式說明拍賣品或任何成交價估計的陳述或申述概不納入買家協議內。

修改邦瀚斯可於拍賣會前或於拍賣會上以口頭或書面 形式給予通知下,不時按邦瀚斯的酌情權決定修改說 明及成交價估計。

拍賣品可供查看,而閣下必須自行對拍賣品作出判 斷。本公司強烈建議閣下於拍賣會前親自或委託他人 代閣下查看拍賣品。

4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣,各界人士均可參加,閣下亦應把握其機會。

本公司亦保留權利,可全權酌情拒絕任何人士進入本 公司物業或任何拍賣會,而無須提出理由。本公司可 全權決定銷售所得款項、任何拍賣品是否包括於拍賣 會、拍賣會進行的方式,以及本公司可以按我們選擇 的任何次序進行拍賣,而不論圖錄內所載的拍賣品編 號。因此,閣下應查核拍賣會的日期及開始時間,是 否有拍賣品撤銷或有新加入的拍賣品。請注意有拍賣 品撤銷或新加入均可能影響閣下對其有興趣的拍賣品 的拍賣時間。

本公司可全權決定拒絕任何出價,採用我們認為適合 的出價增幅,將任何拍賣品分開拍賣,將兩項或以上 拍賣品合併拍賣,撤銷於某個拍賣會上拍賣的任何拍 賣品,以及於有爭議時將任何拍賣品重新拍賣。

拍賣速度可超過每小時100項拍賣品,而出價增幅一 般約為10%。然而,這些都可因不同的拍賣會及拍賣 人而有所不同,請向主辦拍賣會的部門查詢這方面 的意見。

倘若拍賣品有底價,拍賣人可按其絕對酌情權代表 賣家出價(直至金額不等於或超過該底價為止)。 本公司不會就任何拍賣品設有底價或不設底價而向 閣下負責。

倘若設有底價,並假設底價所用的貨幣單位對成交價 估計所用貨幣單位的匯率並無出現不利變動,底價通 常不會高於圖錄所載的任何最低成交價估計。。

任何拍賣品的買家為出價最高者(在符合任何適用的 底價的情況下)並為拍賣人以敲打拍賣人槌子形式接 納其出價的競投人。任何有關最高可接受出價的爭議 由拍賣人以絕對酌情權決定。

所有競投出價須就拍賣人宣佈的實際拍賣品編號作出。

拍賣會上可能會使用電子貨幣換算機。該設備乃為 採用若干貨幣的出價而提供與其相等幣值的一般指 引,本公司不會就使用該等貨幣換算機的任何錯誤 而負責。

本公司謹此知會閣下,本公司可能為保安理由以及協助解決拍賣會上可能在出價方面產生的任何爭議, 而以攝錄機錄影拍賣會作為記錄及可能將電話內容 錄音。 在某些例如拍賣珠寶的拍賣會,我們或會在銀幕上投 射拍賣品的影像,此服務乃為便於在拍賣會上觀看。 銀幕上的影像只應視為顯示當時正進行拍賣的拍賣 品,閣下須注意,所有競投出價均與拍賣人實際宣佈 的拍賣品編號有關,本公司不會就使用該等銀幕的任 何錯誤而負責。

5. 競投

參加競投的任何人士,必須於拍賣會前填妥並交回本 公司的競投表格,競投人登記表格或缺席者及電話競 投表格),否則本公司不會接受其出價。本公司可要 求閣下提供有關身份、住址、財務資料及介紹人的證 明,閣下必須應本公司要求提供該等證明,否則本 公司不會接受閣下出價。請攜帶護照、香港身份證 (或附有照片的類似身份證明文件)及扣賬卡或信 用卡出席拍賣會。本公司可要求閣下交付保證金, 方接受競投。

即使已填妥競投表格,本公司仍有權拒絕任何人士進入拍賣會。

親自出席競投

閣下須於拍賣會舉行當日(或,如可以,之前)前往 拍賣會的競投人登記櫃檯填寫競投人登記表格。所採 用的競投編號制度可稱為「舉牌競投」。閣下會獲發 一個註有號碼的大型牌子(「號牌」),以便閣下於 拍賣會競投。要成功投得拍賣品,閣下須確保拍賣人 可看到閣下號牌的號碼,該號碼會用作識別閣下為買 家。由於所有拍賣品均會按照競投人登記表格所載的 姓名及地址發出發票,故閣下不應將號牌轉交任何其 他人士使用。發票一經發出後將不予更改。

若對於成交價或閣下是否成功投得某項拍賣品有任何 疑問,閣下必須於下一項拍賣品競投前向拍賣人提 出。拍賣人的決定得視為最終及不可推翻的決定。

拍賣會結束後,或閣下完成競投後,請把號牌交回競 投人登記櫃檯。

電話競投

若閣下擬用電話於拍賣會競投,請填妥缺席者及電話 競投表格,該表格可於本公司辦事處索取或附於圖錄 內。請於拍賣會舉行前最少24小時把該表格交回負責 有關拍賣會的辦事處。閣下須負責查核本公司的競投 辦事處是否已收到閣下的出價。電話內容可能被錄 音。電話競投辦法為一項視情況酌情提供的服務,並 非所有拍賣品均可採用。若於拍賣會舉行時無法聯絡 閣下,或競投時電話接駁受到干擾,本公司不會負責 代表閣下競投。有關進一步詳情請與我們聯絡。

以郵遞或傳真方式競投

缺席者及電話競投表格載於本圖錄後,閣下須填妥該 表格並送交負責有關拍賣會的辦事處。由於在有兩個 或以上競投人就拍賣品遞交相同出價時,會優先接受 最先收到的出價,因此,為閣下的利益起見,應盡早 交回表格。無論如何,所有出價最遲須於拍賣會開始 前24小時收到。請於交回閣下的缺席者及電話競投表 格前,仔細檢查該表格是否已填妥並已由閣下簽署。 閣下須負責查核本公司的競投辦事處是否已收到閣下 的出價。此項額外服務屬免費及保密性質。閣下須承 擔作出該等出價的風險,本公司不會就未能收到及 或代為出價而承擔任何責任。所有代閣下作出的出價 會以盡可能最低的價格作出,惟須受拍賣品的底價及 其他出價的規限。在適當時,閣下的出價會下調至最 接近之金額,以符合拍賣人指定的出價增幅。新競投 人在遞交出價時須提供身份證明,否則可導致閣下的 出價不予受理。

網上競投

有關如何在網上競投的詳情,請瀏覽本公司網站 http://www.bonhams.com。 透過代理人競投

本公司會接受代表競投表格所示主事人作出的出價, 惟本公司有權拒絕代表主事人的代理作出的出價,並 可能要求主事人以書面形式確認代理獲授權出價。儘 管如此,正如競投表格所述,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根據因此而產生的合約與主 事人共同及個別向賣家及邦瀚斯負責。

在上文規限下,倘若閣下是代表他人於拍賣會競投拍 賣品,請知會本公司。同樣,倘若閣下擬委託他人代 表閣下於拍賣會競投,亦請知會本公司,但根據閣下 所填缺席者及電話競投表格而由本公司代為競投除 外。假若本公司並無於拍賣會前以書面形式認可有關 代理安排,則本公司有權假定該名於拍賣會上競投的 人士是代表本身進行競投。因此,該名於拍賣會上競 投的人士將為買家,並須負責支付成交價及買家費用 以及有關收費。若本公司事先已認許閣下所代表的當 事人,則我們會向閣下的主事人發出發票而非閣下。 就代理代表其當事人作出的出價,本公司須事先獲得 該當事人的身份證明及地址。有關詳情,請參閱本公 司的業務規則及聯絡本公司客戶服務部。

6. 買家與賣家及買家與邦瀚斯的合約

於買家投得拍賣品後,賣家與買家須按圖錄後附錄一 所載銷售合約的條款,訂立拍賣品的銷售合約,除 非該等條款已於拍賣會前及/或於拍賣會上以口頭 公佈形式被修訂。閣下須負責支付買價,即成交價 加任何稅項。

同時,本公司作為拍賣人亦會與買家訂立另一份合約,即買家協議,其條款載於圖錄後部的附錄二內。 若閣下為成功競投人,請細関本圖錄內銷售合約及買 家協議的條款。本公司可於訂立該等協議前修訂其中 一份或同時兩份協議的條款,修訂方式可以是在圖錄 戴列不同的條款,及/或於圖錄加入插頁,及/或於 拍賣會場地以通告,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。

7. 買家費用及買家須支付的其他收費

根據買家協議,買家須按照買家協議條款及下文所列 的費率向本公司支付費用(買家費用),該費用按成 交價計算,並為成交價以外的收費。買家亦須按照買 家協議的規定支付儲存收費及開支。

買家須就本次拍賣會的拍賣品按以下費率支付買家 費用:

成交價首800,000港元的25% 成交價800,001港元或以上部分的20% 成交價15,000,001港元或以上部分的12%

8. 稅項

買家支付的成交價及買家費用並不包括任何商品或服務稅或其他稅有(不論香港或其他地方是否徵收該等稅項)。若根據香港法例或任何其他法例而預繳納該等稅項,買家須單獨負責按有關法例規定的稅率及時間繳付該等稅項,或如該等稅項須由本公司繳付,則本公司可把該等稅項加於買家須支付的買價。

9. 付款

於出價競投拍賣品前,閣下必須確保擁有可動用資金,以向本公司全數支付買價及買家費用(加稅項及 任何其他收費及開支)。若閣下為成功競投人,閣下 須於拍賣會後第二個工作日下午四時三十分前向本公 司付款,以便所有款項於拍賣會後第七個工作日前已 結清。閣下須以下列其中一種方法付款(所有支票須 以Bonhams (Hong Kong) Limited)。邦瀚斯保留於任 何時間更改付款條款的權利。除非本公司事先同意, 由登記買家以外的任何人士付款概不接受。

由一家銀行的香港分行付款的私人港元支票: 須待支 票結清後,閣下方可領取拍賣品。

銀行匯票:如閣下可提供適當身份證明,且本公司 信納該匯票或支票屬真實,本公司可容許閣下即時 領取拍賣品;

現金:如所購得的拍賣品總值不超過HK\$80,000,閣 下可以鈔票、錢幣,或者以港幣(不接受其他貨幣) 為單位的旅行支票,為這次拍賣會上所購得的拍賣品 付款。如所購得的拍賣品總值超過HK\$80,000, HK\$80,000以外的金額,敬請閣下使用鈔票、錢幣、 旅行支票以外的方式付款;

旅行支票:閣下可以旅行支票支付於拍賣會購買的拍 賣品,惟閣下須支付於拍賣會上購買的所有拍賣品 的總金額不得超過80,000港元。若閣下以旅行支票付 款,本公司須查看閣下的護照;

銀行匯款:閣下可把款項電匯至本公司的信託帳戶。 請註明閣下的號牌編號及發票號碼作為參考。本公司 信託帳戶的詳情如下: 銀行: HSBC

| 2001 1 | nobe |
|-------------|---|
| 地址: | Head Office |
| | 1 Queen's Road Central, Hong Kong |
| 帳戶名稱: | Bonhams (Hong Kong) Limited- Client A/C |
| 帳號: | 808 870 174001 |
| Swift code: | HSBCHKHHHKH |

若以銀行匯款支付,在扣除任何銀行費用及/或將付 款貨幣兌換為港元後的金額,本公司所收到的金額不 得少於發票所示的應付港元金額。

香港銀行發出的扣帳卡:以此等卡支付拍賣品不會 額外收費;

信用卡: Visa,Mastercard 及海外扣帳卡均可使用。請注意, 以信用卡付款的話,將收取發票總額2%的附加費。我 們建議,閣下在拍賣前可預先通知發卡銀行,以免您於 付款時,由於我們需要確認授權而造成延誤。

10. 領取及儲存

拍賣品的買家須待全數以已結清款項付款後,方可領 取拍賣品(本公司與買家另有安排除外)。有關領取 拍賣品、儲存拍賣品以及本公司的儲存承辦商詳情載 於圖錄後的附錄二之買家協議。

11. 運輸

有關這方面的問題,請向本公司負責拍賣會的客户服務部門查詢。

閣下須單獨承擔符合與閣下購買拍賣品有關的香港所 有出口及從海外進口的規例以及取得有關出口及/或 進口許可證的責任。

各國對發出進出口許可證有不同的規定,閣下應了解所有有關的當地規定及條文。

倘若閣下未能或延誤取得該等許可證,閣下不可撤銷 任何銷售,亦不容許閣下延遲全數支付拍賣品。

13. 瀕危野生動植物種國際貿易公約(「CITES」)

建議買家在需要從香港出口任何貨物到進口地時,了 解適用的香港出口及海外進口規例。買家亦須注意, 除非取得香港漁農自然護理署發出的CITES出口證, 香港禁止出口任何以象牙、鯨魚骨、龜甲、犀牛角、 珊瑚及其他受限制物品所做成的物品或包含該等原素 的物品,。辦理該等出口證可能需時八個星期。

請注意在圖錄內拍賣品編號旁附有Y的拍賣品包含一 個或多個上述的限制物品。但沒有附有Y字母的,並 不自動地表示拍賣品不受CITES 規例所限。本公司建 議買家在出價前從有關監管機構取得關於進出口管制 的資料、規定及費用。

14. 賣家及/或邦瀚斯的責任

除根據銷售合約賣家須對買家承擔的責任外,本公司 或賣家(不論是疏忽或其他)概不對拍賣品說明或拍 賣品的成交價估計的任何錯誤或錯誤說明或遺漏負 責,而不論其是載於圖錄內或其他,亦不論是於拍賣 會上或之前以口頭或書面形式作出。本公司或賣家亦 不就任何業務、利潤、收益或收入上的損失,或聲譽 受損,或業務受干擾或管理層或職工浪費時間,或任 何種類的間接損失或相應產生的損害而承擔任何責 任,而在任何情況下均不論指稱所蒙受損失或損害賠償 償的性質、數量或來源,亦不論該等損失或損害賠償 覺是否由於任何疏忽、其他侵權法、違反合約(如有) 或法定責任、復還申索或其他而產生或就此而申索。

在任何情況下,倘若本公司及/或賣家就任何拍賣品 或對任何拍賣品的說明或成交價估計,或任何拍賣品 有關拍賣會的進行而須承擔責任,不論其是損害賠 償、彌償或責任分擔,或復還補救責任或其他,本公 司及/或賣家的責任(倘若本公司及賣家均須負責, 雙方聯同負責)將限於支付金額最高不超過拍賣品買 價的款項,而不論指稱所蒙受損失或損害賠償或所申 索應付款項的性質、數量或來源,亦不論該等責任是 由於任何疏忽、其他侵權法、違反合約(如有)或法 定責任或其他而產生。

上文所述不得解釋為排除或限制(不論直接或間接) 本公司就(1)欺詐,或(i)因本公司疏忽(或因本公司所 控制的任何人士或本公司在法律上須代其負責任的任 何人士的疏忽)引致人身傷亡,或(iii)根據香港法例 第314章佔用人法律責任條例,本公司須負責的作為 或不作為,或(iv)任何法律上不可排除或限制的其他 責任或(v)本公司根據買家協議第9段的承諾,而須承 擔的責任,或排除或限制任何人士就上述而享有的權 相或補救方法。此段同樣適用於賣家,猶如本段凡提 述本公司均以賣家取代。

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 细的狀況報告。本公司在提供狀況報告時,不能保 證並無任何沒有提及的其他瑕疵。競投人應自行審 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. 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。

本公司以提供服務為目的,本公司取得有關閣下的 個人資料(就本段而言,此詞僅包括閣下的僱員及 高級職員,如有)。閣下同意本公司以該等資料作 下述用途。

本公司可利用閣下的資料向閣下發出有關本公司服務 變動的通知,以及向閣下提供有關產品或服務的資 料,而該等資料乃閣下要求本公司提供或本公司認為 閣下可能對該等產品及服務感興趣。有關閣下的資料 可能用作分析,以了解閣下在這方面的潛在喜好。本 公司可能向本集團任何成員公司(指本公司的附屬公 司、本公司最終控股公司及其附屬公司,定義見二零 零六年英國公司法第1159條及附表6,包括任何海外 附屬公司)披露閣下的資料。除此以外,本公司不會 向任何第三方旗露閣下的資料。除此以外,本公司不會 向任何第三方旗露閣下的資料。除此以外,本公司不會 向任何第三方貨品及服 務的有關資料。本集團任何成員公司亦可以閣下的資 料作類似用途。

本公司將保留閣下的資料為期五年,由閣下最後與我 們聯繫的日期起計,以便簡化任何日後再辦理登記時 的手續。該等資料可轉移及儲存於香港以外地方, 而閣下同意此轉移。閣下有權要求不以閣下的資料 作此等用途,有關要求請聯絡Bonhams (Hong Kong) Ltd (就香港法例第486章個人資料(私隱)條例而言,為資 料的使用者)(地址: Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom)或以電郵聯 絡client.services@bonhams.com。

附錄一

銷售合約

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。

根據本合約,賣家對拍賣品的質量、任何用途的適用 性及其與說明是否一致而須承擔有限的責任。本公司 強烈建議閣下於購買拍賣品前親自查看拍賣品,及/ 或尋求對拍賣品進行獨立的查驗。

1 合約

- 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。釋義內所收錄的詞語及用詞在本合 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 出公佈如此說明,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。
- 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;

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。

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2.1.3 除非賣家為遺屬執行人、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。

> 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,拍賣品與拍賣品的含約說明相 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。

- 拍賣品的說明
- 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中沒有以 粗體刊載的內容出售,該等內容僅載述(代表賣方)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。任何並非第2.1.5段所述該部份資料 的任何陳述或申述,包括任何說明或成交 價估計,不論是以口頭或書面,包括載於 圖錄內或於邦瀚斯的網站上或以行為作出 或其他,不論由或代表賣家或邦瀚斯及是 否於拍賣會之前或之上作出,一概不構成 拍賣品售出時所按的合約說明的一部份。

除第2.1.5段的規定外,對於可能由賣家或 代表賣家(包括由邦瀚斯)作出有關拍賣 品的任何說明或其任何成交價估計,賣家 並無作出或發出亦無同意作出或發出任何 合約允諾、承諾、責任、擔保、保證或事 實陳述或承諾任何謹慎責任。該等說明或 成交價估計一概不納入本銷售合約。

對用途的合適程度及令人滿意的品質 賣家並無亦無同意對拍賣品的令人滿意品 質或其就任何用途的合適程度作出任何合 約允諾、承諾、責任、擔保、保證或事實 陳述。

對於拍賣品的令人滿意品質或其就任何用 途的合適程度,不論是香港法例第26章貨 品售賣條例所隱含的承諾或其他,賣家毋 就違反任何承諾而承擔任何責任。

風險、產權及所有權 由拍賣人落槌表示閣下投得拍賣品起,拍 賣品的風險即轉由閣下承擔。不管閣下是 否已向邦瀚斯或儲存承辦商閣下作為買家 與儲存承辦商另有合約領取拍賣品,賣家 隨即無須負責。由拍賣人落槌起至閣下取 得拍賣品期間,閣下須就拍賣品的任何損 傷、還失及損壞而產生的所有索償、程 序、費用、開支及損失,向賣家作出彌償 並使賣家獲得全數彌償。

直至買價及閣下就拍賣品應付予邦瀚斯的 所有其他款項已全數支付並由邦瀚斯全數 收到為止,拍賣品的所有權仍然由賣家保 留。

- 付款
 在拍賣人落槌表示閣下投得拍賣品後,閣 下即有責任支付買價。
- 6.2 就支付買價及閣下應付予邦瀚斯的所有其 他款項而言,時限規定為要素。除非閣下 與邦瀚斯(代表賣家)以書面另有協定(在此情況下,閣下須遵守該協議的條款) ,閣下必須最遲於拍賣會後第二個工作日 下午四時三十分,以拍賣會採用的貨幣向 8.1.8 邦瀚斯支付所有該等款項,閣下並須確保 款項在拍賣會後第七個工作日前已結清。 閣下須採用在競投人通告所述的其中一種 方法向邦瀚斯付款,閣下與邦瀚斯以書面 819 另有協定除外。倘若閣下未有根據本段支 付任何應付款項,則賣家將享有下文第8 段所述的權利。
- 領取拍賣品
 院非閣下與邦瀚斯以書面另有協定,只可 待邦瀚斯收到金額等於全數買價及閣下應 付予賣家及邦瀚斯的所有其他款項的已結 清款項後,閣下或閣下指定的人士方可獲 發放拍賣品。
- 7.2 賣家有權保持管有閣下同一或任何另外的 拍賣會向閣下出售的任何其他拍賣品,不 論其目前是否由邦瀨斯管有,直至以已結 清款項全數支付該拍賣品的買價及閣下應 付予賣家及/或邦瀚斯的所有其他款項為 止。
- 7.3 閣下須自費按照邦瀚斯的指示或規定領取 由邦瀚斯保管及/或控制或由儲存承辦商 保管的拍賣品,並將其移走。
- 7.4 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。
- 7.5 倘閣下未有按照本第7段提走拍賣品,閣 下須全面負責賣家涉及的搬運、儲存或其
 8.3 他收費或開支。閣下並須就賣家因閣下未 能提走拍賣品而招致的所有收費、費用, 包括任何法律訟費及費用,開支及損失,
 包括根據任何儲存合約的任何收費,向賣 家作出瀰償。所有此等應付予賣家的款項
 9 均須於被要求時支付。
- 未有支付拍賣品的款項
 倘若閣下未有按照銷售合約向邦瀚斯支付 拍賣品的全數買價,則賣家有權在事先得 9.2 到邦瀚斯的書面同意下,但無須另行通知 閣下,行使以下一項或多項權利(不論是 透過邦瀚斯或其他):
- 8.1.1 因閣下違反合約而即時終止銷售合約;
- 8.1.2 在給予閣下七日書面通知,知會閣下擬重 9.3 新出售拍賣品後,以拍賣、私人協約或任 何其他方式重新出售拍賣品;
- 8.1.3 保留拍賣品的管有權;
- 8.1.4 遷移及儲存拍賣品,費用由閣下承擔;
- 8.1.5 就閣下於銷售合約所欠的任何款項及/或 違約的損害賠償,向閣下採取法律程序;
- 8.1.6 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利率加5厘的年利率 每日計息;

取回並未成為閣下財產的拍賣品(或其任 何部份)的管有權,就此而言(除非買家 作為消費者向賣家購買拍賣品而賣家於業 務過程中出售該拍賣品),閣下謹此授予 賣家不可撤銷特許,准許賣家或其受僱人 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; 95

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- 保留賣家於該拍賣會或任何其他拍賣或以 私人協約向閣下出售的任何其他財產的管 有權,直至根據銷售合約應付的所有款項 已以結清款項全數支付為止;
 - 保留由賣家及/或邦瀚斯(作為賣家的受 託保管人)因任何目的(包括但不限於其 他已售予閣下的貨品)而管有的閣下任何 其他財產的管有權,並在給予三個月書面 通知下,不設底價出售該財產,以及把因 該等出售所得而應付閣下的任何款項,用 於清償或部份清償閣下欠負賣家或邦瀚斯 的任何款項;及
- 8.1.10 只要該等貨品仍然由賣家或邦瀚斯作為賣家的受託保管人管有,撤銷賣家於該拍賣 會或任何其他拍賣或以私人協約向閣下出 售任何其他拍賣或以私人協約向閣下出 售任何其他負品的銷售合約,並把已收到 閣下就該等貨品支付的任何款項,部份或 全部用於清償閣下欠負賣家或邦瀚斯的任 何款項。
 - 就因邦瀚斯根據本第8段採取行動而招致 賣家負上的所有法律及其他強制執行費 用、所有損失及其他開支及費用(包括為 獲發還拍賣品而應付邦瀚斯的任何款項) (不論是否已採取法律行動),閣下同意 按全數彌償基準並連同其利息(於頒布判 決或命令之前及之後)向賣家作出彌償, 利息按第8.1.6段的利率由賣家應支付款項 日期起計至閣下支付該款項的日期止。
 - 於根據第8.1.2段重新出售拍賣品後,賣家 須把任何在支付欠負賣家或邦瀚斯的所有 款項後所餘下的款項,於其收到該等款項 的二十八日內交還閣下。
 - 賣家的責任 在拍賣人落槌表示拍賣品成交後,賣家無 須再就拍賣品所引致的任何損傷、損失或 損害負責。
 - 在下文第9.3至9.5段的規限下,除違反第 2.1.5段所規定的明確承諾外,不論是根據 香港法例第26章貨品售賣條例而默示的條 款或其他,賣家無須就違反拍賣品須與拍 賣品的任何說明相應的條款而負責。
 - 就賣家或其代表於本協議之前或之後或於 拍賣會之前或進行期間,所作出(不論是 以書面,包括在圖錄或網站,或口頭形式 或以行為或其他)的任何拍賣品說明或資 料或拍賣品的成交價估計,出現不符合或 不準確、錯誤、錯誤說明或遺漏,賣家均 無須承擔任何相關的責任(不論為疏忽、 其他侵權法、違反合約或法定責任或復還 或根據香港法例第284章失實陳述條例的 責任,或任何其他責任)。
 - 就買家或買家管理層或職工之任何業務、 業務利潤或收益或收入上的損失,或聲譽 受損,或業務受干擾或浪費時間,或任何 種類的間接損失或相應產生的損害,賣家 均無須承擔任何相關的責任,不論該指稱 所蒙受損失或損害的性質、數量或來源, 亦不論該等損失或損害賠償是否由於任何 疏忽、其他侵權法、違反合約、法定責 任、復還申索或其他而產生或就此而申 家:

- 在任何情況下,倘若賣家就拍賣品,或任 何其就拍賣品所作的作為、不作為、陳 述、或申述,或就本協議或其履行而須對 閣下負責,則不論其為損害賠償、彌償或 責任分擔,或復還補救,或以其他任何形 式,賣家的責任將限於支付金額最高不超 過拍賣品買價的款項,不論該損失或損害 賠償或所申家應付款項的性質、數量或來 源,亦不論該等責任是否由於任何所忽、 其他侵權法、違反合約、法定責任、受託 保管人責任、復還申案或其他而產生。
- 上文9.1至9.5段所述不得解釋為排除或限 制(不論直接或間接)任何人士就(i)欺 詐,或(i)因賣家疏忽(或因賣家所控制) 的任何人士或賣家在法律上須代其負責任 的任何人士的疏忽)引致人身傷亡,或 (ii)根據香港法例第314章佔用人法律責任 條例,本公司須負責的作為或不作為,或 (iv)任何法律上不可排除或限制的其他責 任,而須承擔的責任,或排除或限制任何 人士就上述而享有的權利或補救方法。
- 一般事項 閣下不得轉讓銷售合約的利益或須承擔的 責任。
- 倘若賣家未能或延遲強制執行或行使任何 銷售合約下的權力或權利,這不得作為或 視其作為賣家放棄其根據銷售合約所賦予 的權利,任何以書面形式給予閣下的明確 放棄除外。任何該等放棄並不影響賣家其 後強制執行根據銷售合同所產生任何權利 的能力。
- 倘銷售合約任何一方,因在合理控制範圍 以外的情況下而無法履行該訂約方根據銷 售合約的責任,或倘在該等情況下履行其 責任會導致其增加重大財務成本,則該訂 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。
- 銷售合約下的任何通知或其他通訊,必須 以書面形式作出,並可由專人送交或以第 一類郵件或空郵或以傳真方式發送,並就 賣家而言,發送至圖錄所載邦瀚斯的地址 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 發出人須有責任確保其清晰可讀並於任何 適用期間內收到。
- 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 其餘條款或有關條款其餘部份的強制執行 能力或有效性。
- 銷售合約內凡提述邦瀚斯均指,倘適用, 包括邦瀚斯的高級職員、僱員及代理。
- 銷售合約內所用標題僅為方便參考而設, 概不影響合約的詮釋。
- 銷售合約內「包括」一詞指「包括,但不 限於」。
- 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 凡提述第某段,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,銷售合約概 1
 無賦予(或表示賦予)非銷售合約訂約方 1.1
 的任何人士,任何銷售合約條款所賦予的
 利益或強制執行該等條款的權利。
- 10.12 銷售合約凡賦予賣家豁免、及/或排除或 1.2 限制其責任時,邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司,邦瀚斯及該等公司的後續公司及承讓公司,以及邦瀚 斯及該等公司的後續公司及承讓公司,以及邦瀚 斯及該等公司的任何高級職員、僱員及代 理的承繼人及受讓人亦可享有同樣的法律 上的有關利益。
- 11
 規管法律及爭議的解決

 11.1
 法律

本協議下的所有交易以及所有有關事宜, 均受香港法例規管並據其解釋。

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- 11.2 爭議的解決
- 11.2.1 除第11.2.2段及第11.2.4段所規定外,賣家 及閣下各自願受香港法院的非獨有司法管 轄權管轄。
- 11.2.2 任何有關拍賣品的說明、作者、屬性、狀況、出處、真實性、年代、適合性、品質或來源地,或拍賣品與說明是否一致,或拍賣品是否膺品的爭議,如邦瀚斯在行使其獨有酌情權而作出之要求下,該爭議須交由受委任的一名專家或最多三名專家的 」小組裁決,若賣家、閣下與邦瀚斯(如適用的話)未能取得有關最低之協議,則交由邦瀚斯認為屬最適合就有關爭議問題提供意見的香港專業機構裁決,倘若並無適合專業機構,則交由法院裁決。
- 11.2.3 按照第11.2.2段委任的該等專家將擔任專 家而並非仲裁人,其決定對有關訂約方為 最終並具有約束力。
- 11.2.4 除上述第11.2.2段所規定外,所有有關或 由出售拍賣品或本協議所引致的爭議,如 邦瀚斯在行使其獨有酌情權而作出之要求 下,將以仲裁作為最終解決,仲裁規則將 採用於仲裁當日有效力的聯合國國際貿易 法委員會仲裁規則,若實家、閣下與邦瀚 斯(如適用的話)未能取得協議,該仲裁 庭將由香港國際仲裁中心委任單一仲裁 員。仲裁將在香港進行,而所有程序(不 論口頭或書面)將以英語進行。
- 5.5.5 根據第11.2.3段及第11.2.4段為解決爭議而 產生的所有開支及費用,按該等專家或仲 2 裁人,視乎情況而定,裁定的方式由賣家 及買家承擔。
- 11.3. 語言

3 本銷售合約以中英文刊載。如就詮譯本 3.1 銷售合約有任何爭議,以英文條款為本。

附錄二

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 圖錄載列不向的條款,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。 合約 此等條款規管乃邦瀚斯個人與買家的合 約,買家即拍賣人落槌表示其投得拍賣品 的人士。 33

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- 拍賣會圖錄內附錄三所載的釋義及詞彙已 納入本協議,本公司可應要求提供獨立的 版本。釋義內所收錄的詞語及用詞在本協 議內以斜體刊載。本協議提述刊印於拍賣 會圖錄開始部份的競投人通告的資料,而 該等被提述的資料已納入本協議。 3.5
- 於拍賣人落槌表示閣下投得拍賣品時,閣 下與賣家就拍賣品的銷售合約即告訂立, 而在那時刻,閣下與邦瀚斯亦已按本買家 協議條款訂立另一份獨立的合約。
 - 本公司乃作為賣家的代理行事,無須就賣 3.6 家之任何違約或其他失責而對閣下負責或 承擔個人責任,邦瀚斯作為主事人出售拍 賣品除外。
- 本公司對閣下的個人責任受本協議規管, 在下文條款所規限下,本公司同意下列責 3.7 任:
- 1.5.1 本公司會按照第5段儲存拍賣品,直至競投人通告所指定的日期及時間或另行通知 閣下為止;
- 1.5.2 在賣家或本公司拒絕向閣下發放拍賣品的 任何權力所規限下,本公司會於閣下以已 結清款項向本公司及賣家所須支付之所 有款項後,即按照第4段向閣下發放拍賣 品;
- 1.5.3 本公司會按照第9段所載條款提供擔保。
 - 4.2 不論於此協議之前或之後或於拍賣會之前 或之上,對由本公司或代表本公司或由賣 家或代表賣家所作出的任何拍賣品的說明 或其成交價估計 (不論其是以口頭或書 面,包括載於圖錄內或於邦瀚斯的網站 4.3 上,或以行為作出或其他),或對該等拍 賣品的說明或其成交價估計的準確性或完 備性,本公司一概不作出或發出亦無同意 作出或發出任何合約允諾、承諾、責任、 擔保、保證或事實陳述。該等說明或成交 價估計一概不納入閣下與本公司訂立的本 協議。任何由本公司或代表本公司作出該 4.4 等說明或成交價估計,均是代賣家而作出 (邦瀚斯作為主事人出售拍賣品除外)。
 - 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。
 - 付款 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 第二個工作日下午四時三十分向本公司支 4.5 付:
- 3.1.1 拍賣品的買價;
- 3.1.2 按照競投人通告規定費率的買家費用;及 4.6
- 3.1.3 若拍賣品註明[AR],一項按照競投人通告 規定計算及支付的額外費用,連同該款項 的增值稅(如適用),所有應付本公司款 項須於拍賣會後七個工作日或之前以已結 清款項收悉。
- 8.2 根據本協議,閣下亦須應要求向本公司支付任何開支。

- 除非本公司以書面方式另行同意,所有款 項必須以拍賣會所用貨幣,按競投人通告 所列其中一種方法支付。本公司發票只發 給登記競投人,除非競投人乃作為指明主 事人的代理,且本公司已認可該安排,在 該情況下,本公司會將發票發給主事人。
- 除非本協議另有規定,所有應付本公司款 項須按適當稅率繳付稅項,閣下須就所有 該等款項支付稅款。
- 本公司可從閣下付給本公司的任何款項 中,扣除並保留有關拍賣品的買家費用、 賣家應付的佣金、任何開支及稅項以及任 何賺得及/或產生的利息,利益歸本公 司,直至將款項付予賣家時止。
 - 就向本公司支付應付的任何款項而言,時 限規定為要素。倘若閣下未能按照本第3 段向本公司支付買價或任何其他應付本公 司款項,本公司將擁有下文第7段所載的 權利。
 - 若閣下投得多項拍賣品,本公司收到閣下 的款項將首先用於按比例支付每項拍賣品 的買價,然後按比例支付應付邦瀚斯的所 有款項。
- 領取拍賣品 在賣家或本公司可拒絕向閣下發放拍賣品 的任何權力規限下,閣下一旦以已結清款 項向賣家及本公司支付應付的款項後,本 公司可即向閣下或按閣下的書面指示發救 拍賣品。領取拍賣品時,必須出示從本公 司的出納員的辦公室取得已加蓋印章的發 票,方獲發行。
- 閣下須按競投人通告指定的日期及時間, 自費領取拍賣品,倘未有指定任何日期, 則為拍賣會後第七日下午四時三十分或之 前。
- 於第4.2段所述的期間內,可按競投人通 告指定的日期及時間到競投人通告所述地 址領取拍賣品。其後拍賣品可能遷移至其 他地點儲存,屆時閣下必須向本公司查詢 可在何時何地領取拍賣品,儘管此資料通 常會列於競投人通告內。
- 若閣下未有於競投人通告指定的日期領取 拍賣品,則閣下授權本公司作為閣下代 理,代表閣下與儲存承辦商訂立合約(「 儲存合約」),條款及條件按邦瀚斯當時 與儲存承辦商協定(可應要求提供副本) 的標準條款及條件儲存拍賣品。倘拍賣品 儲存於本公司物業,則須由第4.2段所述 期間屆滿起,按本公司目前的每日收費(目前最低為每項拍賣品每日50港元另加稅 項)支付儲存費,該等儲存費為本公司開 支的一部份。
 - 於直至閣下已全數支付買價及任何開支為 止,拍賣品將由本公司作為賣家的代理持 有,或由儲存承辦商作為賣家及本公司的 代理按照儲存合約的條款持有。
 - 閣下承諾遵守任何儲存合約的條款,尤其 是支付根據任何儲存合約應付的收費(及 所有搬運拍賣品入倉的費用)。閣下確認 並同意,於直至閣下已支付買價、任何開 支及所有儲存合約下的收費為止,閣下不 得從儲存承辦商的物業領取拍賣品。
- 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。

- 倘閣下未有按照第4.2段提走拍賣品,閣 4.8 下須全面負責本公司涉及的任何搬運、儲 存或其他收費(按照本公司的目前收費 率)及任何開支(包括根據儲存合約的任 何收費)。所有此等款項須於本公司要求 時由閣下支付, 並無論如何, 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 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 日下午四時三十分之前)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)。若閣下於競投人 通告所規定的時間及日期(或若無指定日 期,則為拍賣會後第七日下午四時三十分 之前)前仍未領取拍賣品,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
- 待閣下向本公司支付買價後,拍賣品的所 61 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投得拍賣品之 時起由閣下承擔。
- 7.3 6.2 閣下應於拍賣會後盡快為拍賣品投買保 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 期支付時全數支付,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;
- 712 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 8.1 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,知會閣下本 公司擬出售拍賣品後,以拍賣、私人協約 或任何其他方式按不設底價形式出售拍賣 品;

- 7.1.8 保留由本公司因任何目的(包括,但不限 於,其他已售予閣下或交予本公司出售的 貨品)而管有的閣下任何其他財產的管有 權,直至所有應付本公司款項已全數支付 為止;
- 7.1.9 以本公司因任何目的而收到的閣下款項,無論該 等款項於閣下失責時或其後任何時間收 到,用作支付或部份支付閣下於本協議下 應付予本公司的任何款項;
- 在給予三個月書面通知下,把本公司因任 7110 何目的(包括其他已售予閣下或交予本公 司出售的貨品)而管有的閣下任何其他財 產不設底價出售,並把因該等出售所得而 應付予閣下的任何款項,用於支付或部份 支付閣下欠負本公司的任何款項;
- 於日後拍賣會拒絕為閣下登記,或於日後 7.1.11 任何拍賣會拒絕閣下出價,或於日後任何 拍賣會在接受任何出價前要求閣下先支付 按金,在該情況下,本公司有權以該按金 支付或部份支付(視情況而定)閣下為買 家的任何拍賣品的買價。
- 就因本公司根據本第7段採取行動而招致 72 的所有法律及其他費用、所有損失及其他 開支(不論是否已採取法律行動),閣下 同意按全數彌償基準並連同其利息(於頒 布判決或命令之前及之後)向本公司作出 彌償,利息按第7.1.5段訂明的利率由本公 司應支付款項日期起計至閣下支付該款項 的日期止。
 - 倘閣下僅支付部份應付予本公司的款項, 則該等付款將首先用於支付該拍賣品的買 價(或若閣下購買多於一項拍賣品,則按 比例支付每項拍賣品的買價),然後支付 買家費用(或若閣下購買多於一項拍賣 品,則按比例支付每項拍賣品的買家費 用),再然後用以支付應付予本公司的任 何其他款項。
- 本公司根據本第7段的權利出售任何拍賣 7.4 品所收到的款項,於支付應付予本公司 及/或賣家的所有款項後仍由本公司持有 的餘款,將於本公司收到該等款項的二十 八日內交還閣下。

8.2

- 其他人士就拍賣品的申索 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--般性原則下,並作為舉例,本公司可:
- 保留拍賣品以調查就拍賣品提出或本公司 811 合理地預期會提出的任何問題; 及/或
- 向閣下以外的其他人士交付拍賣品; 及/ 8.1.2 10.1 或
- 展開互爭權利訴訟或尋求任何法院、調解 8.1.3 人、仲裁人或政府機關的任何其他命令; 及/或
- 就採取閣下同意的行動,要求閣下提供彌 8.1.4 償保證及/或抵押品。
 - 第8.1段所述的酌情權:
- 可於本公司對拍賣品擁有實際或推定管有 8.2.1 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。
 - 腐品

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- 本公司根據本第9段的條款就任何赝品承 擔個人責任。
- 第9段僅於以下情況適用:
- 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
- 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盡快,並無論如何 須於拍賣會後一年內,以書面通知本公司 拍賣品為膺品;及
- 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赝品 的書面證明,以及有關拍賣會及拍賣品編 號的資料以識別該拍賣品。
- 於下述情況下,第9段不適用於膺品:
- 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
- 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赝品,或採用的 確定方法在所有情況下本公司若採用則屬 不合理。

閣下授權本公司在絕對酌情權下決定採取 本公司認為要讓本公司信納拍賣品並非膺 品而必需進行的程序及測試。

- 倘本公司信納拍賣品為膺品,本公司會(作為主事人)向閣下購買該拍賣品,而閣 下須按照香港法例第26章貨品售賣條例第 14(1)(a)及14(1)(b)條規定,向本公司轉讓 有關拍賣品的所有權,並附有全面所有權 的保證,不得有任何留置權、質押、產權 負擔及敵對申索,而本公司將向閣下支付 相等於閣下就拍賣品已支付的買價、買家 費用、稅項及開支總數的款項。
- 第9段的利益為僅屬於閣下個人的利益, 閣下不能將其轉讓。
 - 倘若閣下出售或以其他方式出售閣下於拍 賣品的權益,則根據本段的所有權利及利 益即告終止。
 - 第9段不適用於由或包括一幅或多幅中國 畫、一輛或多輛汽車、一個或多個郵票或 一本或多本書籍構成的拍賣品。
 - 本公司的責任 就本公司或代表本公司或賣家或代表賣家 於本協議之前或之後或於拍賣會之前或之 上,所作出(不論是以書面,包括在圖錄 或邦瀚斯的網站上或口頭形式或以行為或 其他)任何拍賣品說明或資料或拍賣品的 成交價估計,出現不符合或不準確、錯 誤、錯誤說明或遺漏,本公司無須就此而 承擔任何責任,不論是否為疏忽、其他侵 權法、違反合約或法定責任或復還或根據

香港法例第284章失實陳述條例的責任。

當拍賣品由閣下承擔風險時及/或當拍賣 品已成為閣下的財產並由本公司保管及/ 或控制時,本公司對閣下之責任限於對閣 下行使合理程度的謹慎,惟本公司無須就 因下述原因對拍賣品或其他人士或物件造 成的損害負責:

- 10.2.1 處理拍賣品,倘若於向閣下出售時拍賣品 11.4 已受到蟲蛀,而任何損壞乃由於拍賣品受 蟲蛀所導致;或
- 10.2.2 大氣壓力改變;

本公司亦不就以下負責:

- 10.2.3 弦樂器的損壞; 或
- 10.2.4 金箔畫架、石膏畫架或畫架玻璃的的損壞;而倘若拍賣品構成或變為有危險,本公司可以其認為適合的方法予以棄置而無須事先通知閣下,而本公司無須就此對閣下負責。
- 10.3 就買家管理層或職工之任何業務、業務利 潤或收益或收入上的損失,或業務聲譽受 損,或業務受干擾或浪費時間,或倘若閣 下於業務過程中購買拍賣品,就任何種類 的間接損失或相應產生的損害,本公司均 無須向閣下承擔任何相關的責任,不論指 稱所蒙受損失或損害的性質、數量或來 源,亦不論該等損失或損害賠償是由於任 何疏忽、其他侵權法、違反合約、法定責 任、受託保管人責任、復還申索或其他而 產生或就此而申索。
- 10.4 在任何情況下,倘若本公司就拍賣品, 或任何就拍賣品的作為、不作為、陳 述,或本協議或其履行而須對閣下負 責,則不論其為損害賠償、彌償或責任 分擔,或復還補救,或不論任何形式, 本公司的責任將限於支付金額最高不超 過拍賣品買價加買家費用(減除閣下可 能有權向賣家收回的款項)的款項,不 論指稱所蒙受損失或損害賠償或所申索 應付款項的性質、數量或來源,亦不論 該等責任是否由於任何疏忽、其他侵權 法、違反合約、法定責任、受託保管人 責任、復還申索或其他而產生。

閣下宜購買保險以保障閣下的損失。

- 10.5 上文所述不得解釋為排除或限制(不論直 接或間接)任何人士就(i)欺詐,或(ii)因 本公司疏忽(或因本公司所控制的任何人 士或本公司在法律上須代其負責任的任何 人士的疏忽)引致人身傷亡,或(iii)根據 香港法例第314章佔用人法律責任條例, 12.2 本公司須負責的作為或不作為,或(iv)任 何法律上不可排除或限制的其他責任,或 (v)本公司根據此等條件第9段的承諾,而 須承擔的責任,或排除或限制任何人士就 上述而享有的權利或補收方法。
- 11 一般事項
- 11.1 閣下不得轉讓本協議的利益或須承擔的責任。
- 11.2 倘若本公司未能或延遲強制執行或行使任何本協議下的權力或權利,這不得作為或視其作為本公司放棄根據本協議所賦予的權利,任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響本公司其後強制執行根據本協議所產生任何權利的能力。
- 11.3 倘本協議任何一方,因在其合理控制範圍以外的情況下而無法履行該訂約方根據本協議的責任,或倘在該等情況下履行其責任會導致其增加重大財務成本,則該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3段對閣下施加的責任。

- 本協議下的任何通知或其他通訊,必須以 12.2.4 書面形式作出,並可由專人送交或以掛號 郵件或空郵或以傳真方式(如發給邦瀚 斯,註明交公司秘書收),發送至合約表 格所示有關訂約方的地址或傳真號碼(除 非已以書面形式通知更改地址)。通知或 通訊發出人須確保其清晰可讀並於任何適 用期間內收到。
- 11.5 倘若本協議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本協議其 5.5.5 餘條款或有關條款其餘部份的強制執行能 力或有效性。
- 11.6 本協議內凡提述邦瀚斯均指,倘適用,包 括邦瀚斯的高級職員、僱員及代理。
- 11.7 本協議內所用標題僅為方便參考而設,概 不影響本協議的詮釋。
- 11.8 本協議內「包括」一詞指「包括,但不限 於」。
- 11.9 單數詞語包括眾數詞語(反之亦然),任 何一個性別的詞語包括其他性別。
- 11.10 凡提述第某段,即指本協議內該編號的段 落。
- 11.11 除第11.12段有明確規定外,本協議概無 賦予(或表示賦予)非本協議訂約方的任 何人士,任何本協議條款所賦予的利益或 強制執行該等條款的權利。
- 11.12 本協議凡賦予賣家豁免、及/或排除或限 制邦瀚斯責任時,邦瀚斯的控股公司及該 控股公司的附屬公司,邦瀚斯及該等公司 的後續公司及承讓公司,以及邦瀚斯及該 等公司的任何高級職員、僱員及代理的承 繼人及受讓人亦可享有同樣的法律上利 益。
 - 規管法律及爭議的解決 法律

本協議下的所有交易以及所有有關事宜, 均受香港法例規管並根據其解釋。

- 2 爭議的解決
- 12.2.1 除第12.2.2段及第12.2.4段所規定外,本公司及閣下各自願受香港法院的非獨有司法管轄權管轄。
- 12.2.2 任何有關拍賣品的說明、作者、屬性、狀況、出處、真實性、年代、適合性、品質或來源地,或拍賣品與說明是否一致,或拍賣品是否膺品的爭議,如邦瀚斯在行使其獨有酌情權而作出之要求下,該爭議須交由受委任的一名專家或最多三名專家的小組裁決,若本公司、閣下與賣家(如適用的話)未能取得有關蛋任之協議,則交由邦瀚斯認為屬最適合就有關爭議問題提供意見的香港專業機構裁決,倘若並無適合專業機構,則交由法院裁決。
- 12.2.3 按照第12.2.2段委任的該等專家將擔任專 家而並非仲裁人,其決定對有關訂約方為 最終並具有約束力。

- 除上述第12.2.2段所規定外,所有有關或 由由出售拍賣品或本協議所引致的爭議, 如邦瀚斯在行使其獨有酌情權而作出之要 求下,將以仲裁作為最終解決,仲裁規則 將採用於仲裁當日有效力的聯合國國際貿 易法委員會仲裁規則,若本公司、閣下與 賣家(如適用的話)未能取得協議,該仲 裁庭將由香港國際仲裁中心委任單一仲裁 員。仲裁在香港進行,而所有程序(不論 口頭或書面)將以英語進行。
- 根據第12.2.3段及12.2.4段為解決爭議而產 生的所有開支及費用,按該等專家或仲裁 人,視乎情況而定,裁定的方式由本公 司、閣下及/或賣家承擔。

12.3. 語言

本買家協議以中英文刊載。如就詮譯本買 家協議有任何爭議,以英文條款為本。

保障資料 - 閣下資料的用途

由於本公司提供的服務,本公司取得有關閣下的個人 資料(就本段而言,此詞僅包括閣下的僱員及職員(如有))。閣下同意本公司以該等資料作下述用途。

本公司可利用閣下的資料向閣下發出有關本公司服務 變動的通知,以及向閣下提供有關產品或服務的資 料,而該等資料乃閣下要求本公司提供或本公司認為 閣下可能對該等產品及服務感興趣。有關閣下的資料 可能用作分析,以了解閣下在這方面的潛在喜好。本 公司可能向本集團任何成員公司(指本公司的附屬公 司、本公司最終控股公司及其附屬公司,定義見二 零零六年英國公司法第1159條及附表6,包括海外附 屬公司)披露閣下的資料。除此以外,本公司不會向 任何第三方披露閣下的資料。惟本公司可能不時向閣 下提供我們相信閣下可能感興趣的第三方貨品及服務 的有關資料。本集團任何成員公司亦可以閣下的資料 作類似用途。

本公司將保留閣下的資料為期五年,由閣下最後與我 們聯繫的日期起計,以便簡化任何日後再辦理登記時 的手續。該等資料可轉移及儲存於香港以外地方,而 閣下同意此轉移。

閣下有權要求不以閣下的資料作此等用途,有關要 求請聯絡Bonhams 1793 Limited (地址: Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom)(就香港法例第486章個人資料(私隱) 條例而言,為資料的使用者)或以電郵聯絡client. services@bonhams.com。

附錄三

釋義及詞彙

倘納入此等釋義及詞彙,下列詞語及用詞具有(除文 義另有所指外)以下所賦予的涵義。詞彙乃為協助閣 下了解有特定法律涵義的詞語及用詞而設,閣下可能 對該等涵義並不熟悉。

釋義

「額外費用」按照競投人通告計算的費用,以彌補邦 瀚斯須根據二零零六年藝術家轉售權規例支付版權費 的開支,買家須就任何註有[AR]且其成交價連同買家 費用(但不包括任何增值稅)等於或超過1,000歐元(按拍賣會當日的歐洲中央銀行參考匯率換算為拍賣會 所用貨幣)的拍賣品。

- 「拍賣人」主持拍賣會的邦瀚斯代表
- 「競投人」已填妥競投表格的人士。

「競投表格」本公司的競投人登記表格、缺席者及電 話競投表格。

「邦瀚斯」邦瀚斯拍賣有限公司(Bonhams (Hong Kong) Limited)或其後繼公司或承讓公司。於買家協議、業 務規則及競投人通告內,邦瀚斯亦稱為我們。

「書籍」於專門書籍拍賣會提供以作銷售的印刷書 籍。 「業務」包括任何行業、業務及專業。

「買家」拍賣人落楗表示由其投得拍賣品的人士。於 銷售合約及買家協議內,買家亦稱為「閣下」。

「買家協議」邦瀚斯與買家訂立的合約(見圖錄內 附錄二)。

「買家費用」以成交價按競投人通告訂明的費率計 算的款項。

「圖錄」有關拍賣會的圖錄,包括任何於本公司網站 刊載的圖錄陳述。

「佣金」賣家應付予邦瀚斯的佣金,按照合約表格訂 明的費率計算。

「狀況報告」由邦瀚斯代表賣家向競投人或潛在競投 人提供有關拍賣品狀況的報告。

「寄售費」賣家應付予邦瀚斯的費用,按照業務規則 訂明的費率計算。

「合約表格」由賣家或代表賣家簽署的合約表格或汽 車資料表(按適用),載有供邦瀚斯提供以作銷售的 拍賣品清單。

「銷售合約」賣家與買家訂立的銷售合約(見圖錄內附錄一)。

「合約說明」唯一的拍賣品說明(即圖錄內有關拍賣 品的資料內以粗體刊載的部份、任何照片(顏色除 外)以及狀況報告的內容),賣家於銷售合約承諾拍 賣品與該說明相符。

「說明」以任何形式對拍賣品所作的陳述或申述,包 括有關其作者、屬性、狀況、出處、真實性、風格、 時期、年代、適合性、品質、來源地、價值及估計售 價(包括成交價)。

「資料」圖錄內識別拍賣品及其編號的書面陳述,可 能包括有關拍賣品的說明及圖示。

「成交價估計」本公司對成交價可能範圍的意見的 陳述。

「開支」邦瀚斯就拍賣品已付或應付的收費及開支, 包括法律開支、因電匯而產生的銀行收費及開支、保 險收費及開支、圖錄及其他製作及說明、任何關稅、 宣傳、包裝或運輸費用、轉載權費、稅項、徵費、測 試、調查或查詢費用、出售拍賣品的預備工作、儲存 收費、來自賣家作為賣家代理或來自失責買家的遷移 收費或領取費用,加稅項。

「 膺品」其製作者或其他人士意圖在其作者、屬性、 來源地、真實性、風格、日期、年代、時期、出處、 文化、來源或成份方面進行欺騙的偽造品,而該膺品 於拍賣會日期的價值大幅低於其若非偽造的價值。且 任何拍賣品說明一概無指明其為偽造。拍賣品不會 因其損壞、及/或對其進行修復及/或修改(包括 重畫或覆畫)而成為膺品,惟該損壞或修復或修改 (視情況而定)並無實質影響拍賣品與拍賣品說明 符合的特性。

「保証」在任何膺品上邦瀚斯對買家全力承擔的責任, 以及在專門郵票拍賣會及/或專門書籍拍賣會當中, 根據買家協議內定立,由郵票或書籍組成的拍賣品

「成交價」拍賣人落槌表示拍賣品成交的價格,其貨幣為拍賣會所採用的貨幣。

「香港」中華人民共和國香港特別行政區。

「遺失或損壞保證」指業務規則第8.2.1段所述的保證。

「遺失或損壞保證費用」指業務規則第8.2.3段所述的費用。

- 「拍賣品」任何託付予邦瀚斯,供以拍賣或私人協約 形式出售的任何物品(而凡提述任何拍賣品,均包括
- (除非文義另有所指)作為由兩項或以上物品組成的 一項拍賣品內的個別項目)。
- 「汽車圖錄費」作為邦瀚斯製作汽車的圖錄及就出售

汽車進行推廣而須承擔額外工作的代價,而應由賣家 付予邦瀚斯的費用。

「New Bond Street」指邦瀚斯位於 101 New Bond Street, London W1S 1SR的拍賣場。

「名義收費」倘拍賣品已按名義價格出售,則為應付的佣金及稅項。

- 「名義費用」賣家應付予邦瀚斯的寄售費所依據的金額,該費用按照業務規則訂明的公式計算。
- 「名義價格」本公司向閣下提供或載於圖錄的最近期
- 高、低估價的平均數,或若並無提供或載列該等估

價,則為拍賣品適用的底價。

「競投人通告」刊印於本公司圖錄前部的通告。 「買價」成交價與成交價的稅項相加的總數。

「底價」拍賣品可予出售的最低價格(不論以拍賣或 私人協約形式)。

「拍賣會」由邦瀚斯提供以作銷售拍賣品的拍賣會。 「出售所得款項」拍賣品售出後賣家所得的款項淨 額,即成交價扣除佣金、其任何應繳稅項、開支及 任何其他應付予本公司的款項不論以何身份及如何 產生。

「賣家」合約表格所列明提供拍賣品以作銷售的人

士。若該列名人士在表格上指明另一人士作為其代 理,或若合約表格所列明人士作為主事人的代理行事 (不論該代理關係是否已向邦瀚斯披露),則「賣

- 家」包括該代理及主事人,而彼等須就此共同及個別
- 負責。業務規則內亦稱賣家為「閣下」。
- 「專家查驗」由專家對拍賣品進行目視查驗。
- 「郵票」指於專門郵票拍賣會提供以作銷售的郵票。

「標準查驗」由並非專家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、關稅、費用、徵費或其他評稅,以及所有其估計 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使公眾或任何 部份公眾陷入恐慌。

「信託帳戶」邦瀚斯的銀行帳戶,就任何拍賣品所收 買價的所有有關項款均收入該帳戶,該帳戶為與邦瀚 斯正常銀行帳戶有所區別及獨立的帳戶。

「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

- 「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」:管有拍賣品的人士保留其管有權的權利。
- 「風險」: 拍賣品遺失、損壞、損毀、被竊,或狀 況或價值惡化的可能性。
- 「所有權」: 拍賣品擁有權的法律及衡平法上的權利。

「侵權法」:對他人犯下法律上的過失,而犯過者對該人士負有謹慎責任。

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

除第(2)款適用的售賣合約外,每份售賣合約均有—

(1)

(2)

(a) 一項賣方須符合的隱含條件:如該合約是一宗售賣,他有權售賣有關貨品,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管 有,但如對該項管有的干擾是由有權享有 已向買方披露或已為買方所知的任何押記 或產權負擔的利益的擁有人或其他有權享 有該等利益的人作出的,則不在此限。

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

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

(b) 一項隱含的保證條款:下列人士不會 干擾買方安寧地管有貨品— (i) 賣方;及

(ii)如合約雙方的意向是賣方只轉讓第 三者的所有權,則該第三者;及 (iii)任何透過或藉着賣方或第三者提 出申索的人,而該項申索並非根據在 合約訂立前已向買方披露或已為買方 所知的押記或產權負擔而提出的。

Bonhams Specialist Departments

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20th Century British Art Matthew Bradbury +44 20 7468 8295

Aboriginal Art Francesca Cavazzini +61 2 8412 2222

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American Paintings Alan Fausel

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Antiquities Madeleine Perridge +44 20 7468 8226

Antique Arms & Armour UK David Williams +44 20 7393 3807 U.S.A Paul Carella +1 415 503 3360

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California & American Paintings Scot Levitt +1 323 436 5425

Carpets UK Mark Dance +44 8700 27361 U.S.A. Hadji Rahimipour +1 415 503 3392

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Clocks

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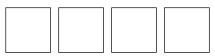
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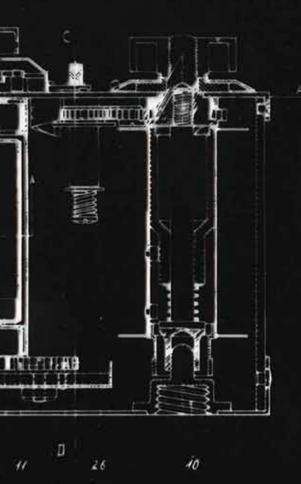
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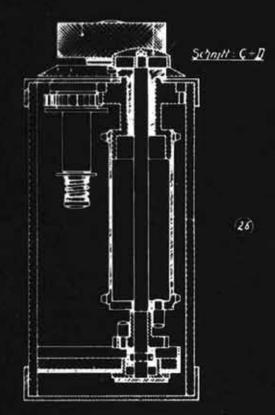
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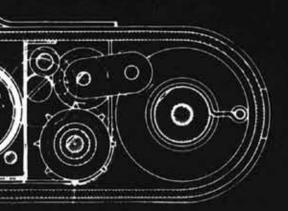
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