Pints of North Parks AH November 2015

Bonhams

HONG KONG





PRINTS, PHOTOGRAPHS & WORKS ON PAPER

Saturday 14 November at 4pm Bonhams Hong Kong Gallery Suite 2001, One Pacific Place, Admiralty, Hong Kong

BONHAMS (HONG KONG) LTD

Suite 2001
One Pacific Place
88 Queensway
Admiralty
Hong Kong
www.bonhams.com/hongkong

BIDS

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

Please note that bids should be submitted no later than Friday 13 November. New bidders must also provide proof of identity and address when submitting bids. Failure to do this may result in your bids not being processed. Bidders of accepted bids will receive a Bid Confirmation.

SALE NUMBER

22893

ILLUSTRATIONS
Inside front cover: Lot 94
Inside back cover: Lot 41

VIEWING

上海 SHANGHAI

Friday 16 October, 4pm to 8pm Saturday 17 October, 10am to 7pm Sunday 18 October, 10am to 5pm

No.1 Waitanyuan, Zhongshandongyi Road At the junction of Yuanmingyuan Road & Suzhou Road.(South) Shanghai 200020, China

上海市外灘源1號 中國上海圓明園路南蘇州路交叉口,郵編200020

北京 BEIJING

Saturday 24 October, 10am to 8pm Sunday 25 October, 10am to 7pm

China World Summit Wing, Beijing 6/F, Function Room SW61 No. 1 Jianguomenwai Avenue, Beijing 100004, China

國貿大酒店 (國貿三期) 六樓, 群賢廳61 中國北京建國門外大街1號, 郵編100004

台灣 TAIPEI

Saturday 31 October, 10am to 8pm Sunday 1 November, 10am to 7pm

Fubon International Convention Center Basement 2nd Floor No. 108, Sec. 1, Dunhua S.Rd., Songshan District, Taipei City 105, Taiwan (R.O.C.)

富邦國際會議中心 地下二樓 台灣台北市敦化南路1段108號

HONG KONG

Friday 6 November, 10am to 7pm Saturday 7 November, 10am to 7pm Sunday 8 November, 10am to 7pm Monday 9 November, 10am to 7pm Tuesday 10 November, 10am to 7pm Wednesday 11 November, 10am to 7pm Friday 12 November, 10am to 7pm Friday 13 November, 10am to 7pm Saturday 14 November, 10am to 3pm

Bonhams Hong Kong Gallery Suite 2001, One Pacific Place 88 Queensway, Hong Kong 香港邦瀚斯藝術廊 金鐘太古廣場一期2001室 +852 2918 4321

Bonhams (Hong Kong) Ltd. Trading Office

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PAYMENT

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

CUSTOMER SERVICES

Monday to Friday 9am to 6pm +852 2918 4321

PHYSICAL CONDITION OF LOTS IN THIS AUCTION

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

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

拍賣品之狀況

請注意:本目錄並無說明任何拍賣品之狀況。按照本目錄後部份所載之「競投人通告第15條」,準買家必須前賣前親自確定拍賣品之狀況。統為方便準買家,本公司如在拍賣開公納第24小時書面上的狀況報告。該報告目時時可於本公別對下載。該報告是依據「競投人通告」之「附錄二第6條」提供。

Bonhams Hong Kong Gallery

Suite 2001, One Pacific Place Admiralty Hong Kong +852 2918 4321 +852 2918 4320 fax

Nearest MTR location: **Admiralty**

香港邦瀚斯藝術廊 金鐘太古廣場一期2001室 電話:+852 2918 4321 傳真:+852 2918 4320

從金鐘地鐵站步行可至

City Hall COMMAUGHT ROAD City Hall COMMAUGHT ROAD CEMTRAL Statue Square Chater Garden Comment Coffice Garden Garden

AFTER SALE COLLECTION

All sold lots will be available for collection after 10am on Monday 16 November from Sunway Express (H.K.) Limited Rm 2010 Cheung Fung Industrial Center No.23-39 Pak Tin Par Street Tsuen Wan, New Territories Hong Kong

Shipping

For sale collection information and estimates on domestic and international shipping as well as export licenses please contact our Shipping and Inventory Manager Dick Lau on

Tel: +852 2918 4321 Fax: +852 2918 4320 dick.lau@bonhams.com

Storage Charges

Storage charges will commence one month after the date of the auction at the following rate: HK\$800 per lot per month

拍賣後提貨

所有售出的拍品將可於2015年11月16日 上午十時後提貨。提貨地址如下: 翔輝運通有限公司 新界荃灣白田壩街23-39號 長豐工業大廈2010室

運輸事宜

有關提貨、運輸費用、出口證等事宜的查詢, 請聯繫邦瀚斯物流經理劉迪文。

電話: +852 2918 4321 傳真: +852 2918 4320 dick.lau@bonhams.com

存放費用

拍賣結束一個月後每件拍賣品每月將向買家徵收存放費用 800 港元。

CATALOGUING INFORMATION

All works are framed unless listed otherwise. For clarity, all dimensions listed are of the full 'sheet size'.

Further details on the image or framed dimensions are listed in the condition reports which can be requested from the department.

拍品資料聲明

除非於拍品説明中額外列明,否則所有拍品均已裱 於框內。

所有列出之尺寸,均以「紙張尺寸」量度,為整幅 作品之實際大小。

拍品的細節描述及裱框後之尺寸大小,均附於狀況 報告之中,如欲提取有關報告,請聯絡專場拍賣所 屬之部門。

PAYMENT

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

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

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

Cash: you may pay for Lots purchased by you at this Sale with notes, coins or travellers cheques in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you 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:

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

Our Client Account details are as follows:

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

Account Number 帳戶號碼 808-870174-001

Bank Name 銀行名稱 HSBC

Bank Address 銀行地址 Head Office 1 Queens Road

Central Hong Kong

Swift Code 國際匯款代碼 HSBCHKHHHKH

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;

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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.

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買家須將成功所購得之全部拍賣品的總額悉數付清後(包括所有費用),才可提取拍賣品。為確保拍賣會後七個工作天內所有款項可全部過賬,請於拍賣會後第二個工作天內所有款項可全部過賬,前對家家望把所購得之拍賣品運至香港以外的地方,以及需要或可能需要申請出口執照,這條款依並可利用下頭投之前,請準買家確保所需資金,遊議外,登記買價一種方式付款。除事前雙方有協議外,登記買家以外的其他人仕之付款將不會被接納。我們接受以下各種付款方法:

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立刻提取所購之拍賣品

銀行匯票:在確認有效身份證明及匯票後,買家可

現金:如所購得的拍賣品總值不超過HK\$80,000 ,買家可以現金或港幣(不接受其他貨幣)為單位之旅行支票付款。如所購得的拍賣品總值超過 HK\$80,000,HK\$80,000以外的金額,必須以現金 及旅行支票以外的方式支付

旅行支票:假若所購得的拍賣品總值不超過 HK\$80,000,買家可以旅行支票付款,但必須出示 有效之身份證明。

銀行轉賬:買家可利用電子轉賬至我們的銀行賬戶,請注意把競標牌號碼及發票資料寫上,以作參考。 客戶賬戶詳情如下:

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信用卡:美國運通卡,Visa, Mastercard卡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,由於需要確認授權而造成延誤。

中國銀聯 (CUP) 借記卡: 如閣下使用中國銀聯借記卡1,000,000港元之內將不收取附加費, 超過1,000,000港元之後的餘額將收取2%的附加費。

Introduction

It is my pleasure to introduce the first stand-alone auction dedicated to Prints, Photographs & Works on Paper under the leadership of Charlotte Nunn, Specialist and Head of Sale. The sale is truly global in scope and features works by leading artists from all over the world. This is a new sales category for Bonhams Asia, a new sales category for the art market in Asia and a sale which we hope will reflect the pioneering spirit of Bonhams.

Our ambitions for this sale are threefold. Firstly, we would like to encourage new collectors to discover the joys of collecting. Secondly, we would like to encourage existing collectors to broaden their interests to collect across geographies and across cultures. Thirdly, we would like to underscore the importance of each of these media as worthy of attention in their own right.

To help collectors navigate these disciplines we have created a glossary of terms to provide clarity on the more technical terminology. Our aim has been to produce a catalogue that makes the works featured as accessible as possible. We feature brief catalogue essays for chosen highlights from each discipline and choice quotes to provide further context in a succinct and concise manner.

Lastly, we hope that you will enjoy the variety and quality of works on offer in this sale.

我誠意向大家推介「版畫、攝影及紙上藝術」的首個獨立拍賣專場,亦感謝專家及拍賣主管南香瑩的統籌。是次拍賣放眼全球,集合世界各地一眾頂尖藝術家的作品,不但是邦瀚斯亞洲新設的拍賣板塊,亦為專為亞洲藝術市場而設的新項目,反映出邦瀚斯走在前端的開創精神。

我們對是次拍賣會之期望有三。首先,我們希望可以藉此鼓勵新藏家發掘、 體會收藏背後的愉悅。其次,我們亦希望跨越地域及文化的界限,向現有收 藏家介紹不同的藝術品項。此外,版畫、攝影及紙上藝術三個藝術媒介各具 價值,十分值得關注,因此,我們期望透過專場拍賣以凸顯它們的重要性。

為使藏家可真正理解此拍賣會所專注品項的媒材及專有名詞,我們特別編制了詞彙釋義,羅列出一系列經常被人們混肴,且深奧難懂的專門術語,以容易閱讀及深入淺出的方式列於圖錄之中。希望令大家更易了解每件藝術品; 又在各個門類中,挑選最值得關注的拍品,提供簡介和摘錄藝術家名言,以精煉、簡明的方式介紹作品。

最後,本次拍賣會所收集的每件拍品,均為一時之選,各具藝術家風格的精 髓。我們盼望可藉此與大家分享對藝術的熱枕,以及箇中的樂趣。

Myssus Renfren

Magnus Renfrew

Deputy Chairman & Director of Fine Arts, Asia

任天晉 亞洲區副主席暨亞洲藝術總監



01/ DAMIEN HIRST 達米恩·赫斯特 B. 1965

Big Love 愛 2010

signed and numbered 32/50 in pencil with Hirst blind stamp with Other Criteria label on the reverse silkscreen print on Somerset Satin paper

154 x 151cm (60 5/8 x 59 7/16in).

Published by Other Criteria, London.

HK\$150,000 - 200,000 US\$19,000 - 26,000

Provenance

Private Collection, London

"I think rather than be personal you have to find universal triggers: everyone's frightened of glass, everyone's frightened of sharks, everyone loves butterflies."

Damien Hirst, , I Want to Spend the Rest of My Life Everywhere, with Everyone, One to One, Always, Forever, Now, 2005, p. 132

「我想,不要只針對個人,而得要 尋找觸發大眾的事物:每個人都畏 懼脆弱的玻璃、每個人都畏懼鯊 魚、每個人都喜愛蝴蝶。

莲米恩·赫斯特,《 I Want to Spend the Rest of My Life Everywhere, with Everyone, One to One, Always, Forever, Now》,2005年,第132頁



02/ DAMIEN HIRST 達米恩·赫斯特 B. 1965

Psalm: Domine, Dominus Noster

詩篇:主,我們的主 2010

signed and numbered 18/50 in pencil with Hirst and Other Criteria blind stamps silkscreen print with diamond dust on smooth wove paper 74 x 71.5cm (29 1/8 x 28 1/8in).

This is number 18 from an edition of 50 plus 10 artist proofs.
Published by Other Criteria, London.

HK\$55,000 - 65,000 US\$7,100 - 8,400

Provenance

Opera Gallery, Hong Kong Acquired directly from the above by the present owner



03/ DAMIEN HIRST 達米恩·斯特 B. 1965

Mickey 米奇老鼠 2014

signed and numbered 8/250 in pencil with Hirst and Other Criteria blind stamps silkscreen print with glaze on wove paper

87.5 x 70cm (34 7/16 x 27 9/16in).

Published by Other Criteria, London.

HK\$200,000 - 250,000 US\$26,000 - 32,000

Provenance

Other Criteria, London Acquired directly from the above by the present owner



04/ ANDY WARHOL 安迪·沃霍爾 1928-1987

Electric Chair 電椅 1971

signed and dated 71 in pencil, stamp-numbered 134/250, with the artist's copyright stamp on the reverse silkscreen print on wove paper

90.2 x 121.9cm (35 1/2 x 48in).

This is number 134 from an edition of 250 plus 50 artist's proofs.

Printed by Silkprint Kettner, Zurich. Published by Bruno Bischofberger, Zurich.

HK\$45,000 - 60,000 US\$5,800 - 7,700

Provenance

Sale: Phillips New York, *Editions*, 1 November 2012, Lot 216

Gow Langsford Gallery, New Zealand Private Collection, New Zealand

Literature

Frayda Feldman, Jorg Schellmann, Andy Warhol Prints, A Catalogue Raisonne 1962-1987, New York, 2003, Fourth Edition, p.78, ill. no. II.74



05/ ANDY WARHOL 安迪·沃霍爾 1928-1987

Electric Chair 電椅 1971

signed and dated 71, stamp-numbered 89/250 with the artist's copy right stamp on the reverse silkscreen print on wove paper

90 x 121.6cm (35 7/16 x 47 7/8in).

This is number 89 from an edition of 250 plus 50 artist's

Printed by Silkprint Kettner, Zurich. Published by Bruno Bischofberger, Zurich.

HK\$55,000 - 70,000 US\$7,100 - 9,000

Provenance

Sale: Phillips New York, Editions, 1 November 2012, Lot 217

Gow Langsford Gallery, New Zealand Private Collection, New Zealand

Literature

Frayda Feldman, Jorg Schellmann, Andy Warhol Prints, A Catalogue Raisonne 1962-1987, New York, 2003, Fourth Edition, p.79, ill. no. II.83

06/ PETER BLAKE 彼得.布萊克 B. 1932

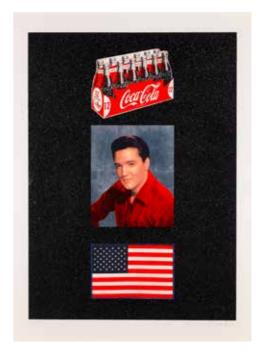
American Trilogy 美式三部曲 2012

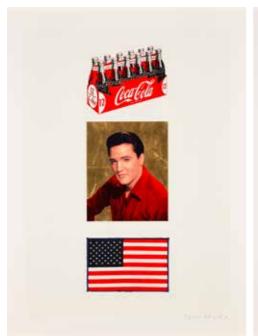
each signed and numbered 59/150 with CCA Galleries blind stamp silkscreen print on paper with gold leaf, embossing and diamond dust

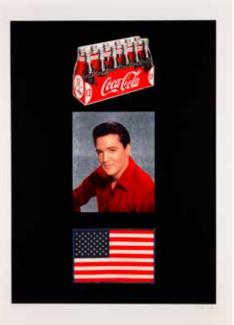
each 99 x 76cm (39 x 29 15/16in). triptych

HK\$50,000 - 70,000 US\$6,500 - 9,000

Provenance Private Collection, London









07/ GAVIN TURK 加文·特克 B. 1967

Camouflage Fright Wig Silver and Orange on Taupe 迷彩驚嚇銀假髮(橙灰褐色) 2007

with Gow Langsford Gallery label on the reverse silkscreen print on Somerset paper

100 x 100cm (39 3/8 x 39 3/8in).

This is number 4 from an edition of 40.

HK\$8,000 - 10,000 US\$1,000 - 1,300

Provenance

Paul Stolper Gallery, London Gow Langsford Gallery, New Zealand



08/ JEFF KOONS 傑夫·昆斯 B. 1955

Stacked 堆疊

2003

signed, dated 03 and numbered P.P. 1/5 photo lithograph

84.5 x 68.5cm (33 1/4 x 26 15/16in).

This is number 1 of 5 printer's proof, from an edition of 200 plus 20 artist's proofs.

HK\$20,000 - 30,000 US\$2,600 - 3,900

Provenance

Private Collection, U.S.A. Private Collection, London 09/ KEITH HARING 凱斯·哈林 1958-1990

The Story of Red and Blue XIV 紅藍故事第14版 1990

with the artist's printed signature, date and monogram signed, dated 6/14/90 and numbered 64/90 - XIV in pencil by the executor of the Keith Haring Estate on the reverse lithograph print on paper

56 x 42cm (22 1/16 x 16 9/16in).

This is number 64 from an edition of 90 plus 10 artist's proofs.

Published by the Keith Haring Estate.

HK\$25,000 - 30,000 US\$3,200 - 3,900

Provenance

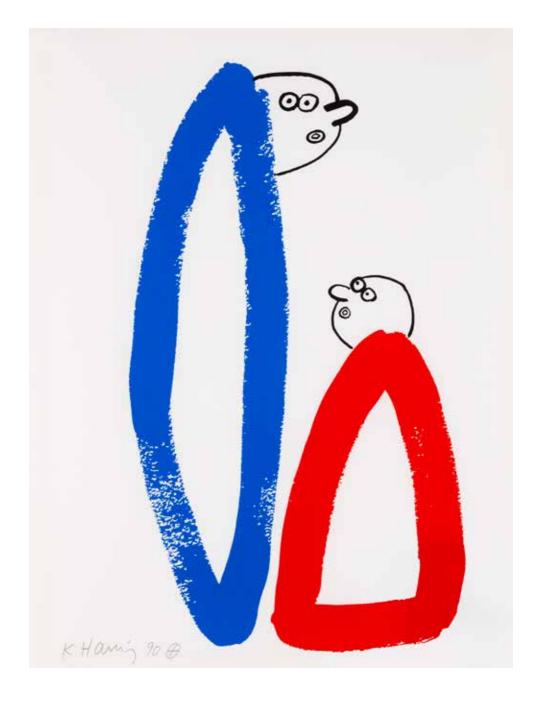
Sale: Bonhams, San Francisco, *Prints*, 3 May 2011, Lot 255 Acquired directly from the above by the present owner

Literature

Klaus Littmann, Keith Haring 1982-1990: Editions on Paper - the Complete Printed Works, 1997, p.132

"My father made cartoons. Since I was little, I had been doing cartoons, creating characters and stories. In my mind, though, there was a separation between cartooning and being a quote-unquote artist. When I made the decision to be an artist, I began doing these completely abstract things that were as far away from cartooning as you could go."

Keith Haring, Keith Haring: An Intimate Conversation, *Rolling Stone*, August 10, 1989, p. 61



10/ KEITH HARING 凱斯·哈林 1958-1990

The Story of Red and Blue VII 紅藍故事第7版 1990

with the artist's printed signature, date and monogram signed, dated 6/14/90 and numbered AP 2/10 - VII in pencil by the executor of the Keith Haring Estate on the reverse lithograph print on paper

56 x 42cm (22 1/16 x 16 9/16in).

This is number 2 of 10 artist's proofs plus an edition of 90. Published by the Keith Haring Estate.

HK\$25,000 - 35,000 US\$3,200 - 4,500

Provenance

Sale: Bukowskis Auction House, Stockholm, *Bukowskis Contemporary*, Lot 151
Acquired directly from the above by the present owner

Literature

Klaus Littmann, Keith Haring 1982-1990: Editions on Paper - the Complete Printed Works, 1997, p.130

「我的父親創作漫畫,而我自小亦開始繪畫漫畫,創作出一個個人物和故事。對我來說,繪畫漫畫和成為所謂的藝術家有所分野。當我決定要成為藝術家時,我開始創作一些徹底抽象的作品,而這與漫畫相距甚遠。|

凱斯·哈林,《Keith Haring: An Intimate Conversation, Rolling Stone》,1989年 8月10日,第61頁





11/ YOSHITOMO NARA 奈良美智 B. 1959

Peace Flag 和平旗 2001

signed, dated 2001 and stamp-numbered 47/100 silkscreen print on cotton

153 x 101cm (60 1/4 x 39 3/4in). unframed

HK\$32,000 - 60,000 US\$4,100 - 7,700

Provenance

Private Collection, Japan Private Collection, London

Literature

Chronicle Books LLC, Yoshitomo Nara: The Complete Works: Paintings, Sculptures, Editions, Photographs, Vol. I, U.S.A, 2011, cat. no. E-2001-002, p. 310



12/ YAYOI KUSAMA 草間彌生 B. 1929

Hat

帽子

1982

signed, titled, dated 1982 and numbered P.P. silkscreen print on paper

55.2 x 68.7cm (21 3/4 x 27 1/16in).

This work is a printer's proof from an edition of 50 plus 5 artist's proofs. Printed by Students of The Art School (BIGAKKOU). Published by Gendai-Hanga Center, Tokyo.

HK\$50,000 - 80,000 US\$6,500 - 10,000

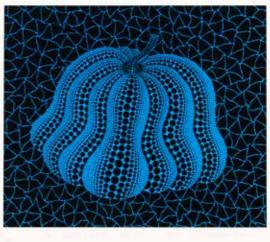
Provenance

Private Collection, Asia

Literature

Abe Publishing LTD., Yayoi Kusama: Prints - A Catalogue Raisonné 1979 - 2013, Tokyo, 2013, cat. no. 20, p. 22





13/ YAYOI KUSAMA 草間彌生 B. 1929

Flowers C 花 2005

signed, titled, dated 2005 and numbered 50/50 in pencil silkscreen print with glitter on paper

61 x 53cm (24 x 20 7/8in).

This is number 50 from an edition of 50 plus 6 artist's proofs and 4 printer's proofs.

Printed by Okabe Tokuzo. Published by Okabe Print

Editions Ltd.

HK\$50,000 - 80,000 US\$6,500 - 10,000

Provenance

Private Collection, Asia

Literature

Abe Publishing LTD., Yayoi Kusama: Prints - A Catalogue Raisonné 1979 - 2013, Tokyo, 2013, cat. no. 348, p. 198

14/ YAYOI KUSAMA 草間彌生 B. 1929

Pumpkin BB-C 南瓜 BB-C 2004

signed, titled, dated 2004 and numbered 9/80 silkscreen print on paper

24 x 28.5cm (9 7/16 x 11 1/4in).

HK\$35,000 - 60,000 US\$4,500 - 7,700

Provenance

Private Collection, Japan

On Pumpkins

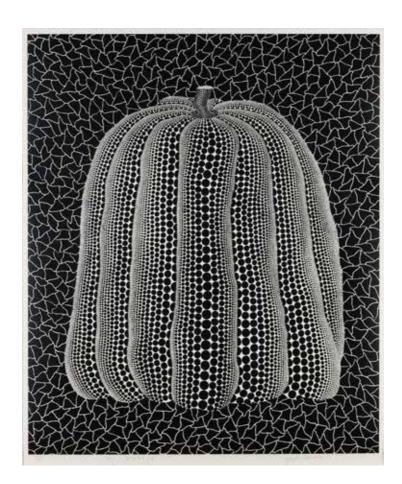
Pumpkins are loveable and their wonderfully wild and humorous atmosphere never ceases to capture the hearts of people. I adore pumpkins. As my spiritual home since childhood, and with their infinite spirituality, they contribute to the peace of mankind across the world and to the celebration of humanity. And by doing so, they make me feel at peace. Pumpkins bring about poetic peace in my mind. Pumpkins talk to me. Pumpkins, Pumpkins, Pumpkins. Giving off an aura of my mental state, they embody a base for the joy of living, a living shared by all of humankind on earth. It is for the pumpkins I keep on going.

Yayoi Kusama, On Pumpkins, Yayoi Kusama: Pumpkins, 2014

南瓜之詩

南瓜很是可人,她們那 極其狂野、幽默的氣場, 不停俘虜人們的心。 我愛慕南瓜。 自小它就是我的心靈歸處, 她們以不竭的靈性, 對人世間的靜謐、 人性的慈愛貢獻良多。由此, 她們讓我心靈平和。 南瓜為我造就詩般的平和思緒。 南瓜對我説話, 南瓜,南瓜,南瓜, 散發着我心神的芳香, 她們為美好生活奠基, 那世上的人們共享的生命。 爲了南瓜,我繼續走下去。

草間彌生,〈南瓜之詩〉,《草間彌生:南瓜》,2014年



15/ YAYOI KUSAMA 草間彌生 B. 1929

Pumpkin (White) 南瓜(白)

1992

signed, titled, dated 1991 and numbered 76/120 in pencil silkscreen print on paper

72.3 x 60.4cm (28 7/16 x 23 3/4in).

HK\$95,000 - 110,000 US\$12,000 - 14,000

Provenance

Private Collection, Japan



16/ YAYOI KUSAMA 草間彌生 B. 1929

Meditation

冥想

1994

signed, titled, dated $1994\,\mathrm{and}$ numbered $74/120\,\mathrm{silkscreen}$ print on paper

51.5 x 36.2cm (20 1/4 x 14 1/4in).

HK\$35,000 - 50,000 US\$4,500 - 6,500

Provenance

Private Collection, Japan





17/ TAKASHI MURAKAMI 村上隆 B. 1962

Flowers for Algernon & Flower Ball Cosmos (3D) 獻給阿爾吉儂的花束;3D花球 2010 & 2002

each signed and numbered 19/300 each offset lithograph on paper

each diameter 70cm (27 9/16in). two works

HK\$10,000 - 12,000 US\$1,300 - 1,500

Provenance Private Collection, Japan

NO RESERVE 不設底價





18/ TAKASHI MURAKAMI 村上隆 B. 1962

If only I could do this, If only I could do that & Poke! 如果我能做到這樣,如果我能做到那樣;戳戳樂 2009 & 1999

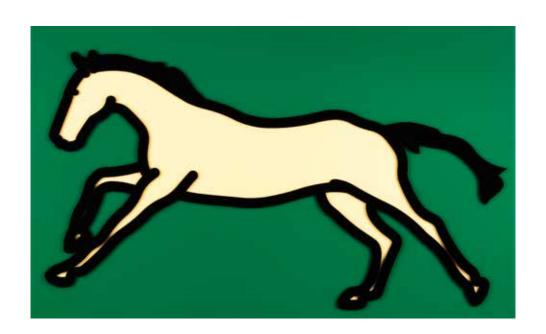
- (i) signed and numbered 239/300 with artist's copyright
- (ii) signed and numbered 222/300 with artist's copyright statement each offset lithograph on paper

each 50 x 50cm (19 11/16 x 19 11/16in). two works

HK\$15,000 - 18,000 US\$1,900 - 2,300

Provenance Private Collection, Japan

NO RESERVE 不設底價



19/ JULIAN OPIE 朱利安·奧培 B. 1958

Galloping Horse No. 2 奔馬2號

2013

signed on an Alan Cristea Gallery label on the reverse inlaid and overlaid acrylic panels

61.3 x 100 x 3.9cm (24 1/8 x 39 3/8 x 1 9/16in).

This is number 23 from an edition of 35.

HK\$75,000 - 95,000 US\$9,700 - 12,000

Provenance

Private Collection, London



20/ ALEX KATZ 阿歷克斯·卡茨 B. 1927

Seagull 海鷗 2012

signed and numbered 6/25 linocut on Rives de Lin Paper

127.6 x 91.4cm (50 1/4 x 36in).

HK\$85,000 - 100,000 US\$11,000 - 13,000

Provenance

Acquired directly from the artist's studio by the previous owner Private Collection, U.S.A.



21/ ROBERT ZHAO (ZHAO RENHUI) 趙仁輝 B. 1983

The Cats of Malaya Series: A Meeting Between Two Cats

馬來亞的貓系列:兩隻貓之間的會晤 **2011**

archival piezographic canvas print

133 x 200cm (52 3/8 x 78 3/4in).

This is number 3 from an edition of three plus 1 artist's proof.

HK\$60,000 - 80,000 US\$7,700 - 10,000

Provenance

Private Collection, Singapore

Exhibited

Valentine Willie Fine Art, Singapore Survey 2011: Imagine Malaysia, Singapore, 6 to 28 August 2011

This work is accompanied by a certificate of authenticity signed by the artist on 22 August 2011, numbered 201132COM/04-VWFA-3/3



22/ ALEX KATZ 阿歷克斯·卡茨 B. 1927

Blue Flags

藍旗 2014

signed and numbered 28/76 in pencil japanese woodblock print on Handmade Kozo Paper

59 x 91cm (23 1/4 x 35 13/16in).

HK\$85,000 - 100,000 US\$11,000 - 13,000

Provenance

Acquired directly from the artist's studio by the previous owner Private Collection, U.S.A.

23/ HARLAND MILLER 哈蘭德·米勒 B. 1964

Five Ring Circus 五環馬戲團

2012

signed, dated 2012 and numbered 2/50 in pencil giclee print on German etching

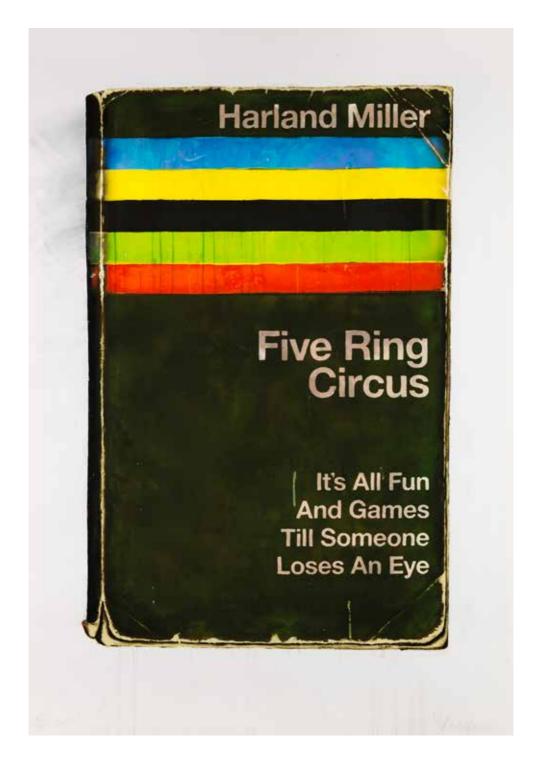
99 x 66cm (39 x 26in).

Published by Ingleby Gallery, Edinburgh

HK\$25,000 - 35,000 US\$3,200 - 4,500

Provenance

Private Collection, London



24/ ANISH KAPOOR 安尼施·卡普爾 B. 1954

Plates V & IX from Shadow III 影子3系列:第5版及第9版 2009

each signed and numbered 4/39 in pencil on the reverse each colour etchings printed on Somerset paper

96.5 x 72.5cm (38 x 28 9/16in). two works

Published by Paragon Press, London.

HK\$60,000 - 80,000 US\$7,700 - 10,000

Provenance

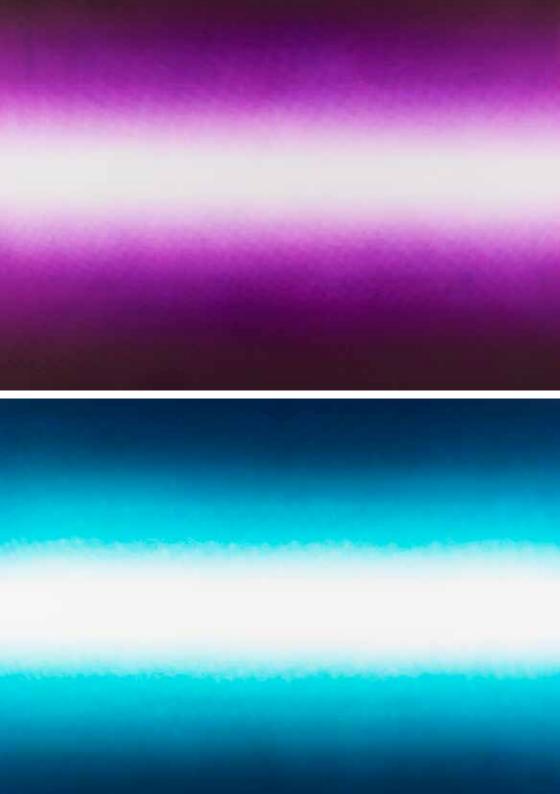
Paragon Press, London Private Collection, London

"The pigment pieces bring colour into the equation, and the fact that colour isn't controllable: it tends to be messy... Literally bleed."

Anish Kapoor, Anish Kapoor In Conversation with Greg Hilty and Andrea Rose, www.anishkapoor.com

「不同顏料令色彩變得複雜,色彩並 非難以操控:它趨向淩亂……確確實 實地在退色。」

安尼施·卡普爾,《Anish Kapoor In Conversation with Greg Hilty and Andrea Rose》,www.anishkapoor.com



25/ CHU TEH-CHUN (ZHU DEQUN) 朱德群 1920-2014

Encre Orageuse

墨之風暴 2008

(i, iii, v) each signed and numbered 10/99 (vii-ix) each with one seal of the artist and numbered 10/99 each lithograph print on paper

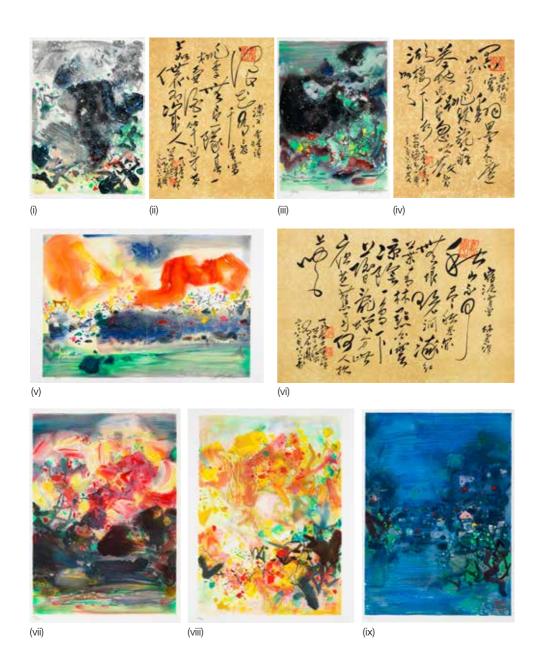
(i-iv & vii-ix) 45 x 35cm (17 11/16 x 13 3/4in). (v, vi) 45 x 70cm (17 11/16 x 27 9/16in). portfolio of nine works

This work is number 10 from an edition of 99 plus 15 artist's proofs and 20 Hors de Commerce.

HK\$150,000 - 180,000 US\$19,000 - 23,000

Provenance

Sale: Christie's Hong Kong, A Special Selection of Asian 20th Century & Contemporary Art (Day Sale), 4 November 2013, Lot 7153





26/ CHU TEH-CHUN (ZHU DEQUN) 朱德群 1920-2014

Untitled

無題

signed and numbered E.A. in pencil lithograph print on paper

69.5 x 49.5cm (27 3/8 x 19 1/2in).

HK\$25,000 - 30,000 US\$3,200 - 3,900

Provenance

Private Collection, Asia



ZAO WOU-KI (ZHAO WUJI) 趙無極 1921-2013

Untitled

無題

1981

signed, dated 81 and numbered 22/99 etching with aquatint on Rives paper

76 x 56cm (29 15/16 x 22 1/16in).

This work is number 22 from an edition of 99 plus 15 artist proofs.

Printed by Atelier Lacourière et Frélaut, Paris. Published by Berggruen & Cie, Paris.

HK\$25,000 - 30,000 US\$3,200 - 3,900

Provenance

Private Collection, Asia

Literature

Edition Heede & Moestrup, Zao Wou-Ki: The Graphic Works: A Catalogue Raisonné 1937-1995, Copenhagen, 1994, cat. no. 314, p.175

28/ ZAO WOU-KI (ZHAO WUJI) 趙無極 1921-2013

an etching from *Canto Pisan* 比薩詩章之一 1972

signed and numbered *H.C.* etching with aquatint on Arches paper

48 x 32cm (18 7/8 x 12 5/8in).

This is an Hors de Commerce from an edition of 180. Printed by Atelier Bellini, Paris. Published by Pierre Belfond, Paris.

HK\$15,000 - 17,000 US\$1,900 - 2,200

Provenance

Private Collection, Asia

Literature

Edition Heede & Moestrup, Zao Wou-Ki: The Graphic Works: A Catalogue Raisonné 1937-1995, Copenhagen, 1994, cat. no. 222, p.131



29/ ZAO WOU-KI (ZHAO WUJI) 趙無極 1921-2013

Untitled 無題 1973

signed, dated 73 and numbered 82/95 etching with aquatint on Rives paper

65 x 50cm (25 9/16 x 19 11/16in).

This work is number 82 from an edition of 95 plus 20 artist proofs.

Printed by Atelier Lacourière et Frélaut, Paris. Published by Galerie de France, Paris.

HK\$15,000 - 17,000 US\$1,900 - 2,200

Provenance

Private Collection, Asia

Literature

Edition Heede & Moestrup, Zao Wou-Ki: The Graphic Works: A Catalogue Raisonné 1937-1995, Copenhagen, 1994, cat. no. 245, p.139





30/ HSIAO CHIN (XIAO QIN) 蕭勤 B. 1935

The Great Chi 大氣 1998

signed, titled and numbered *H.C.* serigraph print on paper

30 x 45cm (11 13/16 x 17 11/16in).

This work is an Hors de Commerce from an edition of 35.

HK\$12,500 - 15,000 US\$1,600 - 1,900

Provenance

Private Collection, Asia



31/ **SOL LEWITT** 索爾·勒維特 1928-2007

Black Loops & Curves No. 3 黑色曲線3號 1999

signed and numbered 8/10/37 with two Gow Langsford Gallery labels on the reverse etching with sugar lift aquatint on Somerset Textured White paper

101.6 x 67.3 cm (40 x 26 1/2in).

This is number 8 from an edition of 10 plus 10 artist's proofs. Printed by Daria Sywulak at Crown Point Press, San Francisco. Published by Crown Point Press, San Francisco.

HK\$25,000 - 30,000 US\$3,200 - 3,900

Provenance

Crown Point Press, San Fransisco Gow Langsford Gallery, New Zealand

Literature

Barbara Krakow, Sol LeWitt Prints Catalogue Raisonné 1947 - 2006, cat. no. #1999.2, http://www.sollewittprints.org/ lewitt-raisonne-1999-22



32/ SOL LEWITT 索爾·勒維特 1928-2007

Color Bands, Plate #5 彩色線條第5版 2000

signed and numbered 8/75 with Serge Sorokko Gallery and Gow Langsford Gallery labels on the reverse linocut on Somerset Velvet paper

73.7 x 73.7cm (29 x 29in).

This is number 8 from an edition of 75 plus 10 artist's proofs. Printed by Hidemi Nomura, Tsutomu Kajimoto, Takeshi Arita, Watanabe Studio Ltd., Brooklyn. Published by Parasol Press Ltd., New York.

HK\$8,000 - 10,000 US\$1,000 - 1,300

Provenance

Serge Sorokko Gallery, San Francisco Swasbrook Collection, New Zealand Gow Langsford Gallery, New Zealand

Literature

Barbara Krakow, Sol LeWitt Prints Catalogue Raisonné 1947 - 2006, cat. no. #2000.07, http://www.sollewittprints.org/lewitt-raisonne-2000-07



33/ **SOL LEWITT** 索爾·勒維特 1928-2007

Color Bands, Plate #04 彩色線條第4版 2000

signed and numbered 9/75 with Serge Sorokko Gallery and Gow Langsford Gallery labels on the reverse linocut on Somerset Velvet paper

73.7 x 73.7cm (29 x 29in).

This is number 9 from an edition of 75 plus 10 artist's proofs. Printed by Hidemi Nomura, Tsutomu Kajimoto, Takeshi Arita, Watanabe Studio Ltd., Brooklyn. Published by Parasol Press Ltd., New York.

HK\$8,000 - 10,000 US\$1,000 - 1,300

Provenance

Serge Sorokko Gallery, San Francisco Swasbrook Collection, New Zealand Gow Langsford Gallery, New Zealand

Literature

Barbara Krakow, Sol LeWitt Prints Catalogue Raisonné 1947 - 2006, cat. no. #2000.07, http://www.sollewittprints.org/ lewitt-raisonne-2000-07

Ma Deshen8

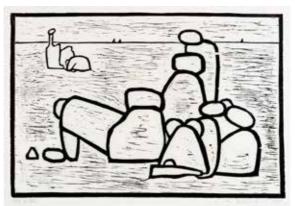
Ma Desheng was a founding member of the influential Stars Group, the non-conformist, avant-garde group of self-taught artists working in Beijing between 1979-1983, whose members also included among others Wang Keping, Huang Rui and Ai Weiwei. Ma was raised in Beijing during the tumultuous time of the Cultural Revolution, and the uncertainty and challenges of that period are very much reflected in his work.

The present works were made in 1980 and 1981 at the height of the activity of the Stars Group. Often prints are regarded as secondary to, or reproductions of, an artist's main body of work. In this case the medium is intrinsic to the overall work. These are uncompromising poetic prints full of symbolism; works that simply could not have been made in any other medium. Ma Desheng's woodblock prints of this period are regarded as one the most important bodies of work that the artist has produced, and are representative of a key moment in the art history of late 20th century China. Works from this series feature in a number of major private and public collections including M+, Hong Kong and the British Museum, London.

馬德升為藝術團體「星星畫會」的創始成員之一。「星星畫會」於中國藝術發展中擔演重要角色,主張藝術力求創新;當中的成員均自學成才,為1979年至1983年活躍於北京的一群前衛先鋒派藝術家,而除馬德升外,當中還包括王克平、黃鋭及艾未未等人。長於北京的馬德升,走過文化大革命的動盪歲月,當時局勢的不穩定及衝突,對其創作的影響深遠,尤其這在其作品中表露無遺。

作品成於1981年,當時為星星畫會最全盛之時期。版畫往往被視為藝術家主體創作的副產品或複製品。故此,版畫相比其他所有的作品,便成為了一種獨特存在的創作媒介。版畫剛強而富有詩意,且充滿着象徵性,幾乎沒有其他的創作媒介能代替版畫。馬德升於此時期的木版畫,被視為其藝術生涯中最重要的版畫創作系列之一,同時亦是20世紀末中國藝術史關鍵時刻的代表作。此系列之作品被納入多個大型的私人或公共機構之中,包括香港M+博物館和倫敦大英博物館等。





(i) (ii)

34/ MA DESHENG 馬德升 B. 1952

Untitled 無題 1981

each signed, titled and dated 1981 in pencil each woodblock print on Chinese paper

(i) numbered /// 28.5 x 27cm (11 1/4 x 10 5/8in). (ii) numbered D/J 28.5 x 27cm (11 1/4 x 10 5/8in). two works

HK\$45,000 - 65,000 US\$5,800 - 8,400

Provenance

Kwai Fung Hin Gallery, Hong Kong Acquired directly from the above by the present owner

An edition of (ii) is collection by the British Museum, London.

Literature

Kwai Fung Art Publishing House, Ma Desheng, Hong Kong, 2014, p.75





(i) (ii)

35/ MA DESHENG 馬德升 B. 1952

Untitled

無題

1980

each signed, titled and dated 1980 in pencil each woodblock print on Chinese paper

(i) numbered *HIJ* 45 x 35.5cm (17 11/16 x 14in). (ii) numbered *IIJ* 35.5 x 44cm (14 x 17 5/16in). two works

HK\$55,000 - 75,000 US\$7,100 - 9,700

Provenance

Kwai Fung Hin Gallery, Hong Kong Acquired directly from the above by the present owner

An edition of both works are collected by the British Museum, London.

Literature

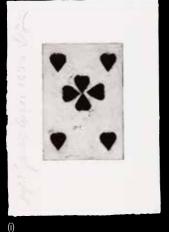
Kwai Fung Art Publishing House, $\it Ma$ Desheng, Hong Kong, 2014, p.47

"Black is the king of hues and white is the queen of colours. Black and white face each other in sharp contrast, like day and night in complimentary rotation in the kaleidoscopic world and on an infinite journey."

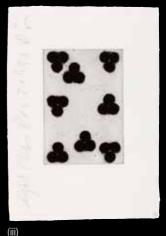
Ma Desheng, Black is The King of Hues, Ma Desheng, 2014, p. 13

「黑乃色之王,白則彩之后,黑白 分明相對,朝夕旋轉相互,大千世 界,道無極。|

馬德升,〈黑乃色之王〉,馬德升著,2014,第13頁







36/ DONALD SULTAN 唐納德·蘇丹 B. 1951

Playing Cards Portfolio: Eight of Spades, Diamonds, Clubs 撲克牌系列:葵扇、階磚、梅花 8 1990

(i) signed, titled, dated *Aug 12 1990* and numbered *38/44* (ii) signed, titled, dated *May 5 1990* and numbered *38/44* (iii) signed, titled, dated *Dec 2 1990* and numbered *38/44* aquatint on Twinrocker paper

54 x 38cm (21 1/4 x 14 15/16in). three works

These are each number 38 from an edition of 44 plus 10 artist's proofs.
Published by Parasol Press, New York.

HK\$30,000 - 50,000 US\$3,900 - 6,500

Provenance

Sale: Bonhams San Francisco, *Prints*, 3 May 2011, Lot 335 Acquired directly from the above by the present owner



CAI GUO-QIANG 蔡國強 B. 1957

Nontransparent Monument (Stele 4) 不透明的紀念碑(第4碑) 2006

signed, dated 2006 and numbered 15/20 ink rubbing

175 x 130cm (68 7/8 x 51 3/16in).

Published by The Metropolitan Museum of Art, New York.

HK\$10,000 - 12,000 US\$1,300 - 1,500

Provenance

Metropolitan Museum of Art, New York Private Collection, New York

An edition of this work is collected by Museum of Modern Art, New York.





38/ LIN TIANMIAO 林天苗 B. 1961

Seeing Shadows II A 見影 2A 2006-07

signed, dated 2003 and numbered AP 3/4 on the left panel each numbered AP 3/4 on the reverse lithograph print, silkscreen print, embossed ink and embossing on STPI handmade paper

each 108 x 74cm (42 1/2 x 29 1/8in). quadriptych unframed

This is number 3 of 4 artist's proofs from an edition of 8.

HK\$80,000 - 100,000 US\$10,000 - 13,000

Provenance

Singapore Tyler Print Institute, Singapore Acquired directly from the above by current owner

Literature

Singapore Tyler Print Institute, Focus: On Paper, Singapore, 2007, p. 41







39/ WANG HUAIQING 王懷慶 B. 1944

Dream

山夢 2008

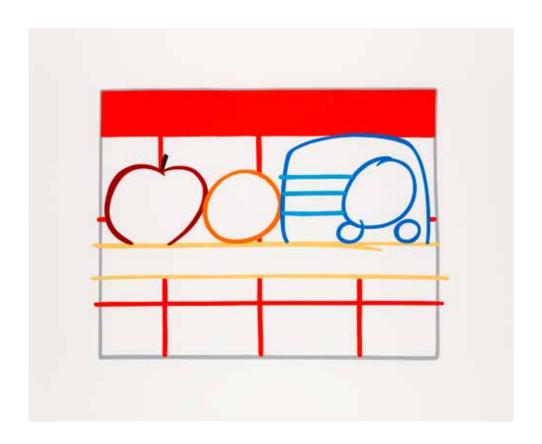
signed and numbered 19/99 silkscreen print on paper

134 x 109cm (52 3/4 x 42 15/16in).

HK\$30,000 - 50,000 US\$3,900 - 6,500

Provenance

Private Collection, Asia



40/ TOM WESSELMANN 湯姆·韋塞爾曼 1931-2004

Still Life

靜物

1991

signed and numbered 76/100 with two blinds stamps of Screened Images and International Images silkscreen print on paper

76 x 93cm (29 15/16 x 36 5/8in).

HK\$20,000 - 24,000 US\$2,600 - 3,100

Provenance

Private Collection, U.S.A. Private Collection, London 41/ GRAYSON PERRY 格雷森·佩里 B. 1960

Map of Nowhere 無處之地圖 2008

numbered 44/68 on the reverse etching from five plates on one sheet

153 x 113cm (60 1/4 x 44 1/2in).

This is number 44 from an edition of 68 plus 6 artist's proofs.

HK\$130,000 - 180,000 US\$17,000 - 23,000

Provenance

Paragon Press, London Private Collection, London

Literature

Thames and Hudson Ltd., Grayson Perry, London, 2013, p.189

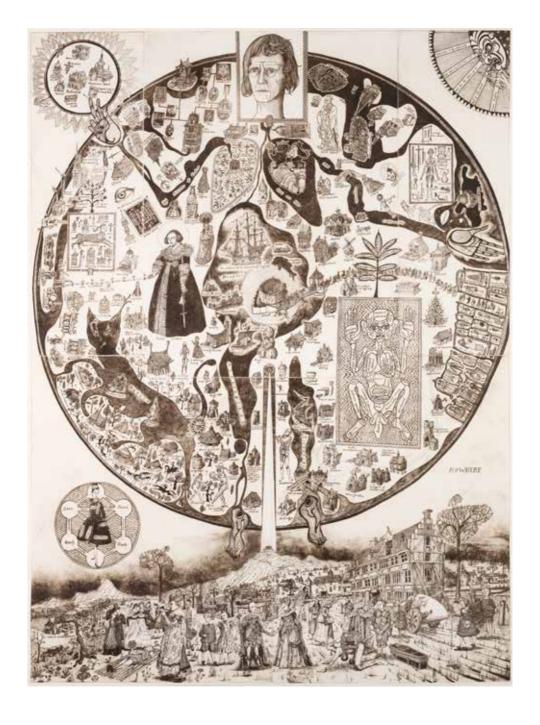
An edition of this work is in the British Council Collection, London.

"The starting point for this print was Thomas Moore's Utopia. Utopia is a pun on the Greek ou tops meaning 'no place'. I was playing with the idea of there being no Heaven. People are very wedded to the idea of a neat ending, our rational brains would love us to tidy up the mess of the world and to have either Armageddon or Heaven at the end of our existence. But life doesn't work like that - its a continuum."

Grayson Perry on Map of Nowhere, Grayson Perry, 2013, p. 188

「此作品的創作源於托馬斯·摩爾筆下的著作《烏托邦》。 烏托邦乃希臘語中『沒有地方』的雙關語。我利用了這個意 念加以玩味,並想出『沒有天堂』的概念。人們往往對於善 終的觀念極強,而我們的理性則會驅使我們對外面雜亂無章 的世界加以整理,人生的終點往往不外乎世界末日或升上天 堂。可是,生命卻並不如此——生命實乃無盡。」

格雷森·佩里,〈Map of Nowhere〉,《Grayson Perry》,2013年,第188頁



42/ KAWS B. 1974

Running Chum 奔跑密友 2000

each signed, dated 00 and numbered 31/50 silkscreen print on paper

each 71 x 56cm (27 15/16 x 22 1/16in). triptych

HK\$75,000 - 100,000 US\$9,700 - 13,000

Provenance

Private Collection, U.S.A. Private Collection, London





43/ DAMIEN HIRST 達米恩·赫斯特 B. 1965

Till Death Do Us Part 至死不渝 2012

each signed and numbered 1/50 each silkscreen print with glaze and foilblock on wove paper

 $52.2 \times 37 cm \ (20\ 9/16 \times 14\ 9/16 in).$ three works

Co-published by Other Criteria and Paul Stolper Gallery, London.

HK\$130,000 - 150,000 US\$17,000 - 19,000

Provenance

Paul Stolper Gallery, London Acquired directly from the above by the present owner











(i) (ii)



(iii)

44/ WANG GUANGYI 王廣義 B. 1957

The Belief: Girl No. 4, 5 & 6 信仰系列:女孩4、5、6號 2006

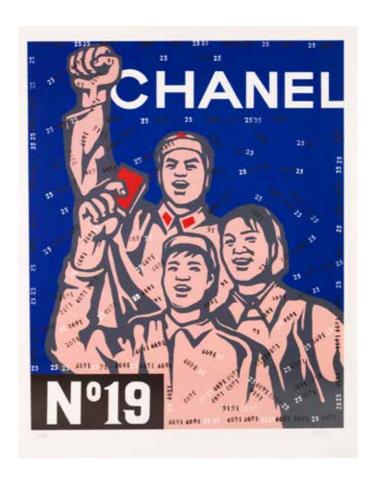
(i-ii) each signed and numbered 162/199 in pencil (iii) signed and numbered 181/199 in pencil each lithograph print on paper

each 63 x 50cm (24 13/16 x 19 11/16in). three works

HK\$30,000 - 40,000 US\$3,900 - 5,200

Provenance

Kwai Fung Hin Gallery, Hong Kong Acquired directly from the above by the present owner



45/ WANG GUANGYI 王廣義 B. 1957

Great Criticism Series: Chanel 大批判系列: 香奈兒 2002

signed and numbered 123/199 in pencil lithograph print on paper

134.5 x 106.2cm (52 15/16 x 41 13/16in).

HK\$20,000 - 30,000 US\$2,600 - 3,900

Provenance

Kwai Fung Hin Gallery, Hong Kong Acquired directly from the above by the present owner



(i)





46/ FANG LIJUN 方力鈞 B. 1963

2002.12.9 & 2000.5.20 2002 & 2000

(i) signed, titled and dated 2002.12.9 and numbered 22/25 (ii) signed, titled and dated 2000.5.20 and numbered 25/65 each woodcut print

each 121.5 x 81cm (47 13/16 x 31 7/8in). two works

HK\$35,000 - 40,000 US\$4,500 - 5,200

Provenance

Acquired directly from the artist Private Collection, Miami

47/ LIN TIANMIAO 林天苗 B. 1961

Focus IX B 聚焦9號B 2006-2007

signed, dated 2007 and numbered 15/20 in pencil lithograph and embossing on STPI handmade paper with stenciled, washed holes

127 x 101.6cm (50 x 40in).

HK\$10,000 - 15,000 US\$1,300 - 1,900

Provenance

Sale: Christie's New York, *Interiors*, 26-27 August 2014, Lot 113
Acquired directly from the above by the present owner



48/ SHEPARD FAIREY 謝帕德·費瑞 B. 1970

Protester 抗議者 2011

signed, numbered 2/2 HPM and dated 11 in pencil signed, numbered 2/2 HPM and dated 11 on the reverse in pencil

hand painted multiple, silkscreen and mixed media on wood

60.6 x 55.7cm (23 7/8 x 21 15/16in).

HK\$110,000 - 130,000 US\$14,000 - 17,000

This work is accompanied by a certificate of authenticity issued by StolenSpace Gallery.

Provenance

StolenSpace Gallery, London Acquired directly from the above by the previous owner Private Collection, Hong Kong

Exhibited

London, StolenSpace Gallery, Sound & Vision, October -November 2012



49/ LIU YE 劉野 B. 1964

Madame L L 夫人 2010

signed, titled, dated 2010 and numbered 38/50 silkscreen print on paper

99.5 x 79.5cm (39 3/16 x 31 5/16in).

HK\$60,000 - 80,000 US\$7,700 - 10,000

Provenance

Private Collection, Asia

"I use a lot of images of adorable children in my paintings. I borrow the vocabulary of cartoons, but I am not satisfied with my work being just cartoons. There should be more to it... Behind the happiness there is fear and sorrow."

Liu Ye, Dialogue Between Liu Ye and Feng Bo Yi, Red Yellow Blue, 2004, p. 30

「我以大量可人的小孩入畫,利用 卡通的語言繪畫,但我並不滿足於 自己的作品流於卡通化。它們所表 達的該有更多……隱藏於快樂背後 的是恐懼,還有悲傷。

劉野,〈劉野與馮博一對話〉,《劉野:紅黃藍》,少勵畫廊,2004年, 第30頁



50/ LIU YE 劉野

B. 1964

Miss 小姐 2009

signed with artist's monogram, dated 2010, titled and numbered 23/68 silkscreen print on paper

87 x 100cm (34 1/4 x 39 3/8in).

HK\$50,000 - 80,000 US\$6,500 - 10,000

Provenance Private Collection, Asia



51/ LIU YE 劉野 B. 1964

小海軍看船 2009

signed, titled, dated 09 and numbered 19/60 silkscreen print on paper

89 x 76cm (35 1/16 x 29 15/16in).

HK\$50,000 - 80,000 US\$6,500 - 10,000

Provenance

Private Collection, Asia



52/ LIU YE 劉野 B. 1964

Angel Choir 天使合唱團 2001

signed, dated 2001 and numbered 51/100 silkscreen print on canvas

59 x 69cm (23 1/4 x 27 3/16in).

HK\$40,000 - 60,000 US\$5,200 - 7,700

Provenance

Private Collection, Netherlands

Literature

Schoeni Art Gallery, Liu Ye: Red Yellow Blue, Hong Kong, 2004, p.44



53/ ZHANG XIAOGANG 張曉剛 B. 1958

Big Family: Two Sisters 大家庭:兩姐妹 2003

signed and numbered 121/199 in pencil lithograph print on paper

63.5 x 74cm (25 x 29 1/8in).

HK\$13,000 - 16,000 US\$1,700 - 2,100

Provenance

Kwai Fung Hin Gallery, Hong Kong Acquired directly from the above by the present owner

Literature

Chinese Contemporary, Critical Mass, London, 2004, p.110



54/ **ZHANG XIAOGANG** 張曉剛 B. 1958

Big Family 大家庭 2003

signed and numbered 112/199 in pencil lithograph print on paper

70 x 82.5cm (27 9/16 x 32 1/2in).

HK\$30,000 - 50,000 US\$3,900 - 6,500

Provenance

Kwai Fung Hin Gallery, Hong Kong Acquired directly from the above by the present owner



55/ ZHOU CHUNYA 周春芽 B. 1955

Peach Blossom 桃花 2006

signed and numbered AP silkscreen print on paper

95.5 x 76.5cm (37 5/8 x 30 1/8in).

This is an artist proof from an edition of 80.

HK\$30,000 - 50,000 US\$3,900 - 6,500

Provenance

Yang Gallery, Singapore Acquired directly from the above by the present owner



56/ ZENG FANZHI 曾梵志 B. 1964

Untitled (Reclining Figure)

無題 (躺臥) 1998

signed and numbered 1/65 in pencil lithograph print on paper

99 x 118.5cm (39 x 46 5/8in).

Published by Museum Collections Editions, New York.

HK\$50,000 - 70,000 US\$6,500 - 9,000

Provenance

Private Collection, New York



57/ WANG HUAIQING 王懷慶 B. 1944

Qing Dynasty Beauty No. 1 清代二美圖1號 2008

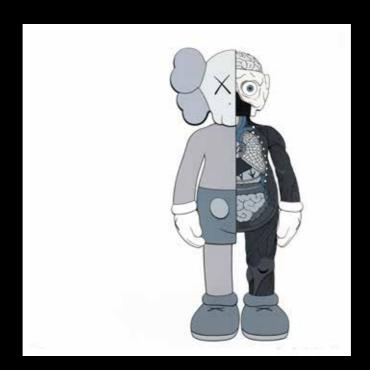
signed and numbered 69/99 silkscreen print on canvas

67 x 106cm (26 3/8 x 41 3/4in).

HK\$30,000 - 50,000 US\$3,900 - 6,500

Provenance

Private Collection, Asia



58/ **KAWS** B. 1974

Dissected Companion (Grey) 同伴解剖(灰色) 2006

signed, dated 06 and numbered 81/100 in pencil silkscreen print on paper

50.5 x 50.5cm (19 7/8 x 19 7/8in).

This is number 81 from an edition of 100 plus 4 printer's proofs.

HK\$25,000 - 38,000 US\$3,200 - 4,900

Provenance

Private Collection, U.S.A. Private Collection, London



59/ KAWS B. 1974

Companion (Resting Place)

同伴(安息之地) 2013

with Mediacom Toy and KAWS stamp on the underside cast vinyl sculpture painted in colors

 $21.6 \times 22.9 \times 28cm \ (8\ 1/2 \times 9 \times 11in).$

This work is from an edition of 500.

HK\$17,000 - 20,000 US\$2,200 - 2,600

Provenance

Toy Tokyo, New York Private Collection, New York



60/ KAWS X HAJIME SORAYAMA KAWS 及空山基 B. 1974 & 1947

No Future Companion 無望同伴 2008

signed by both artists, dated 2008 and numbered 325/500 on an OriginalFake stamp debossed on the underside silver chrome coated metal

HK\$30,000 - 50,000 US\$3,900 - 6,500

Provenance

Private Collection, Asia

Literature

Skira Rizzoli, KAWS, New York, 2010, p. 234



61/ ARMAN 阿曼 1928-2005

Table Avec Coulées Bleues et Noires 藍黑色的桌子

藍黑色的桌子 2002

signed with a label numbered 12 affixed to the underside silkscreen ink and ink bottles in plexiglass and glass table

33 x 125 x 100 cm (13 x 49 3/16 x 39 3/8in).

This is number 12 from an edition of 60.

HK\$80,000 - 100,000 US\$10,000 - 13,000

Provenance

Opera Gallery, Hong Kong Acquired directly from the above by the present owner

This work is accompanied by a certificate of authenticity issued by Opera Gallery, Hong Kong.



62/ **DONNA ONG** 王美清 B. 1978

In the Deep: Not All Who Wander Are Lost (V) 水深火熱: 非所有徘徊者皆迷失(5) 2008

signed and dated on the reverse of the last acrylic sheet cut-out photo-etching printed on Misu medium, placed between acrylic sheets with drilled dots

16.8 x 22 x 9.6cm (6 1/2 x 8 1/2 x 3 3/4in).

HK\$30,000 - 40,000 US\$3,900 - 5,200

Provenance

Private Collection, Singapore

Exhibited

Singapore Tyler Print Institute, As We Never Imagined: 50 Years of Art Making, Singapore, 13 June to 30 August 2015

Literature

Singapore Tyler Print Institute, As We Never Imagined: 50 Years of Art Making, Singapore, 2015, p. 51-50, plate 4



63/ DAIDO MORIYAMA 森山大道 B. 1938

Shinjuku 新宿

和日 **2002**

signed on the reverse gelatin silver print

25 x 36cm (9 13/16 x 14 3/16in).

HK\$50,000 - 70,000 US\$6,500 - 9,000

Provenance

Private Collection, Europe

Literature

Daiwa Radiator Factory Co. Ltd, *Daido Moriyama: The Complete Works (Volume 4)*, Hiroshima, 2004, cat. no. 5004, p. 136



64/ DAWN NG B. 1982

Surveillance Camera 監控攝像機 2012

archival inkjet print collage

104 x 139cm (40 15/16 x 54 3/4in).

This work is number 2 from an edition of 3 plus 1 artist's proof.

HK\$20,000 - 30,000 US\$2,600 - 3,900

Provenance

Chan Hampe Galleries, Singapore Acquired from the above by the present owner

This work is accompanied by a certificate of authenticity issued by Chan Hampe Gallery signed by the artist and Benjamin Hampe.



65/ MARIO TESTINO 馬里奧·特斯蒂諾 B. 1954

Kate Moss, London, 2006 凱特·莫斯2006年於倫敦 2012

signed and numbered 37/175 on a label affixed to the reverse numbered 37/175 on the original box digitally produced chromogenic c-type print on Fujiflex Crystal Archive Supergloss paper

51 x 61cm (20 1/16 x 24in).

HK\$50,000 - 60,000 US\$6,500 - 7,700

Provenance

Museum of Fine Arts, Boston, U.S.A. Private Collection, London

"One of Kate's essential qualities is her total femininity; she represents a sort of legendary, ultimate woman and yet remains herself... She is a true icon in the history of photography and fashion."

Mario Testino, Mario Testino on Kate Moss, Kate Moss by Mario Testino, 2014, p. 6

「姬蒂的其中一個獨特魅力在於她那不折不扣的女人味,她是經典傳奇、 終極女性的代名詞,但卻不失個人風格,做回自己……她是攝影和時裝史 上真真正正的經典人物。」

馬里奧·特斯蒂諾,〈Mario Testino on Kate Moss〉,《Kate Moss by Mario Testino》,2014 年,第6百



66/ WEI LENG TAY 鄭瑋玲 B. 1978

Detritus, Hong Kong 碎屑,香港

2007

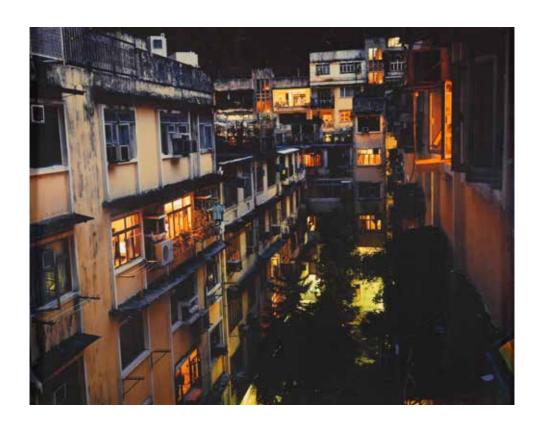
signed, titled, dated 2007 and numbered $3\ of\ 5$ on the reverse archival pigment print

80 x 100cm (31 1/2 x 39 3/8in).

HK\$20,000 - 30,000 US\$2,600 - 3,900

Provenance

Chan Hampe Galleries, Singapore Acquired from the above by the present owner



67/ WEI LENG TAY 鄭瑋玲 B. 1978

Community, Hong Kong 社區,香港 2007

signed, titled, dated $2007\,\mathrm{and}$ numbered $4\,\mathrm{of}\,5$ on the reverse archival pigment print

94 x 120cm (37 x 47 1/4in).

HK\$25,000 - 35,000 US\$3,200 - 4,500

Provenance

Chan Hampe Galleries, Singapore Acquired from the above by the present owner



68/ ZHENG GUOGU 鄭國谷 B. 1970

10,000 Customers

一萬個客戶之萬份之八十三 1997-2003

signed, titled, dated 1997-2003 and numbered 1/1 in pencil colour photograph

60.7 x 100cm (23 7/8 x 39 3/8in). This work is a unique multiple.

HK\$15,000 - 20,000 US\$1,900 - 2,600

ProvenanceAcquired directly from the artist
Private Collection, New York

A work from the same series is collected by the Museum of Modern Art, New York.



69/ NADIM ABBAS 唐納天 B. 1980

Cataract (Iguazu Falls)

瀑布 (伊瓜蘇瀑布)

2011

kinetic lightbox with Duratran Print (Image: (cc) James Harris, 2009) and aluminum window frames

70 x 80 x 15cm (27 9/16 x 31 1/2 x 5 7/8in).

HK\$35,000 - 50,000 US\$4,500 - 6,500

Provenance

Sale: Sotheby's Hong Kong, Clean Air Charity Auction, 4 April 2011, Lot 3626

Literature

Experimenta and Gallery Exit, Nadim Abbas: Cataract, Hong Kong, 2010, p. 20-21



70/ DONG WENSHENG 董文勝 B. 1970

Man of the Garden 花園裡的紋身男人 2006

signed, titled, dated 2006, and numbered 1/8 C-print mounted on aluminium

72 x 192cm (28 3/8 x 75 9/16in).

HK\$30,000 - 40,000 US\$3,900 - 5,200

Provenance

Fortune Cookie Projects, Singapore Acquired from the above by the present owner





(detail)



71/ DONG WENSHENG 董文勝 B. 1970

Stroll in the Garden No. 1-8 遊園1至8號 2002

each signed, titled, dated 2002, and numbered 9/15 each C-prints mounted on aluminium

each 110 x 35cm (43 5/16 x 13 3/4in). eight works

HK\$55,000 - 65,000 US\$7,100 - 8,400

Provenance

Fortune Cookie Projects, Singapore Acquired from the above by the present owner





72/ **HUANG YAN** 黃岩 B. 1966

Tattoo Landscape No. 9 中國山水:紋身系列9

signed, titled, dated 1999 and numbered 10/12 in ink chromogenic print

82.5 x 109.5cm (32 1/2 x 43 1/8in).

HK\$10,000 - 120,000 US\$1,300 - 15,000

Provenance

Acquired directly from the artist Private Collection, New York

An edition of this work is collected by Museum of Modern Art, New York.



73/ WENG FEN 翁奮 B. 1961

On the Wall: Haikou No. 2 騎牆系列:海口2號

signed, titled, dated 2001 and numbered 6/12 in pencil on the reverse chromogenic print

58 x 70.7cm (22 13/16 x 27 13/16in).

HK\$18,000 - 20,000 US\$2,300 - 2,600

Provenance

Acquired directly from the artist Private Collection, New York



74/ TOMOHIRO MUDA 六田知弘 B. 1956

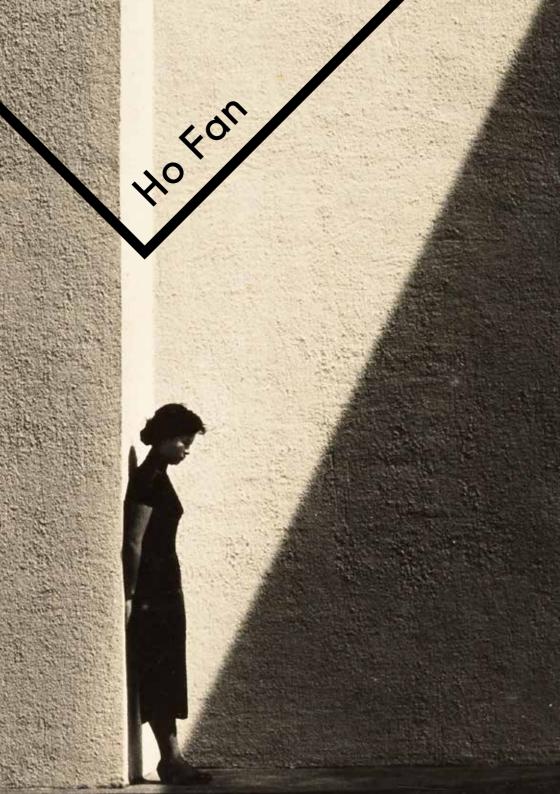
M-01

signed and numbered 2/25 on a label affixed on the reverse photo acrylic mount

225 x 150cm (88 9/16 x 59 1/16in).

This is number 2 from an edition of 25.

HK\$60,000 - 80,000 US\$7,700 - 10,000



Ho Fan, celebrated photographer, film director and actor: winner of over 280 awards for his photography, and director of over 27 films has been named one of the Top Ten Photographers of the World 5 times over. Born in 1937 in Shanghai, Ho Fan was given his first Rolleiflex camera by his father in Shanghai and from an early age demonstrated an incredible sensibility for light and shadow that has informed his entire career both in film and photography. Ho Fan immigrated to Hong Kong with his family as a young man and throughout the 1950s and 1960s he investigated the street life and culture of Hong Kong capturing arguably the most distinctive images of the city during that period. His work has been compared with that of Cartier Bresson, Stiegitz and Moholy-Nagy.

Approaching Shadow is undoubtedly the image for which Ho Fan is best known. It is the iconic image within his oeuvre. It is a sign of the regard with which his work, and this image in particular is held, that a more recent archival print of Approaching Shadow has been acquired by M+. It is our privilege to be able to offer an original vintage gelatin silver print of this work and an opportunity to acquire what is sure to become not only one of the most iconic images in the M+ Collection but an important part of Hong Kong's cultural history. As a period print, it is the most important work that will ever come to the market by the artist.

何藩,國際級知名攝影家、電影導演及演員。何氏曾獲超過280個攝影獎項,為超過27部電影擔任導演,更曾多於五度獲得「世界攝影十傑」之一的榮衡。何藩1937年生於上海,小時候獲父親送贈第一部祿萊相機。何氏年輕時就已對光和影具靈敏感知,並與電影和攝影奠下不解之緣,更成為其日後的終身事業。何藩幼年隨家人移居香港,在五十及六十年代,他專注探討香港的街頭生活和文化,並以鏡頭捕捉當時的香港,每幅影像均難能可貴,獨一無二。何氏的作品常與法國著名攝影師卡蒂爾、布雷松、現代攝影之父史蒂格立茲,以及匈牙利攝影師莫侯利、納吉並列其名。

作品《陰影》無疑是何藩鏡下的名作,也是其藝術生涯的經典代表。展出何藩的作品及《陰影》這幅經典之作,本身就是對這位一代大師的一種致敬:較近期的《陰影》檔案照片,則為M+博物館所收納。邦瀚斯十分榮幸,能展出及拍賣此作之明膠銀鹽原相。攝於昔日香港的《陰影》,乃何藩鏡下不可多得的作品,亦是藝術市場上的無雙佳作,意義重大。它勢必成為M+館藏中的絕代經典,亦是香港文化歷史中不可或缺的一章。

75/ HO FAN 何藩 B. 1937

Approaching Shadow 陰影

1954, printed circa 1954-55

signed, titled and dated 1954 on the reverse vintage gelatin silver print

48 x 27.5cm (18 7/8 x 10 13/16in).

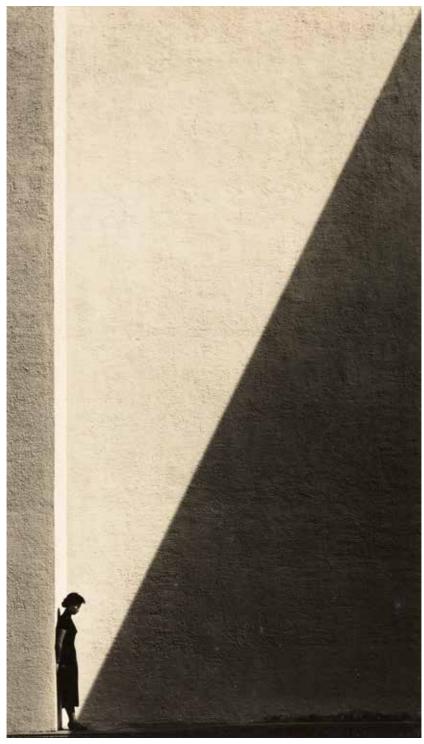
HK\$200,000 - 300,000 US\$26,000 - 39,000

Provenance

Private Collection, Hong Kong

Literature

Modern Book Editions, Fan Ho, Hong Kong Yesterday, San Francisco, 2006, cover & p. 43 "The Tao of Fan Ho", Arts Illustrated, India, Vol. 01, Issue 04, December 2013 - January 2014, p. 103 Leanne Mirandilla, "Intimate Glimspes", Hong Kong Tatler, Hong Kong, November 2014 Modern Media Group, "Ho Fan: Light and Shadows", a special edition of Life Magazine, U.S.A., issue 110 & 111, 2015, cover







(i)

76/ JEAN-PHILIPPE CHARBONNIER 讓菲利普·查朋聶 1921-2004

Manufacturing of Traditional Lanterns & Along the River in Wushi

燈籠;烏石鎮河邊 1956

(i) with a copyright stamp of the artist on the reverse $24.7 \times 24cm$ (9 $3/4 \times 9 7/16in$).

(ii) titled in pencil with a copyright stamp of the artist on the reverse $24 \times 29 cm$ (9 7/16 x 11 7/16in).

each gelatin silver print

HK\$16,000 - 24,000 US\$2,100 - 3,100

Provenance

Private Collection, New York



77/ **CECIL BEATON** 塞西爾·比頓 1904-1980

Chinese Village Scene 中國農村 1945

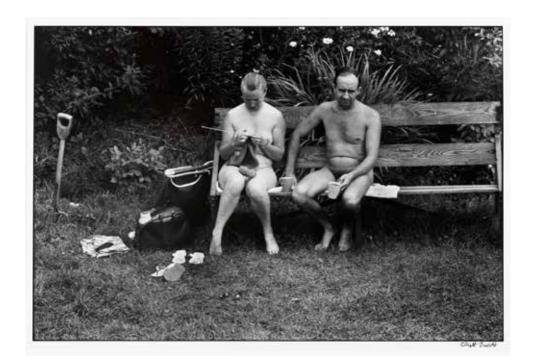
with a stamp of the artist and the British Ministry of Information copyright label on the reverse gelatin silver print

25.5 x 24cm (10 1/16 x 9 7/16in).

HK\$10,000 - 14,000 US\$1,300 - 1,800

Provenance

Private Collection, New York



78/ ELLIOTT ERWITT 艾略特·歐維特 B. 1928

Nudists (Kent, England) 裸體主義者(英國肯特郡) 1968, printed circa 1985

signed in ink gelatin silver print

37.5 x 56cm (14 3/4 x 22 1/16in).

HK\$13,000 - 15,000 US\$1,700 - 1,900

Provenance

Private Collection, Hong Kong



79 / HENRI CARTIER-BRESSON 亨利·卡蒂爾-佈雷松 1908-2004

Waiting in Trafalgar Square for the Coronation Parade of King George VI, May 12 1937 (London, England) 在特拉法加廣場等待英王喬治六世加冕遊行,1937 年5月12日(英國倫敦) 1937, printed circa 1960 -1969

with a stamp of the studio on the reverse gelatin silver print

24.2 x 16.5cm (9 1/2 x 6 1/2in).

HK\$13,000 - 15,000 US\$1,700 - 1,900

Provenance

Private Collection, Hong Kong



80/ NOBUYOSHI ARAKI 荒木經惟 B. 1940

67 Shooting Back: Kaori 67 反撃:香織 2007

signed on the reverse RP Direct Print

50.8 x 60cm (20 x 23 5/8in).

HK\$35,000 - 60,000 US\$4,500 - 7,700

Provenance

Taka Ishii Gallery, Tokyo Acquired directly from the above by present owner

Literature

Reflex New Art Gallery, *Nobuyoshi Araki: Kaori*, Amsterdam, p. 88



81/ **NOBUYOSHI ARAKI** 荒木經惟 B. 1940

Novel Photograph 小說攝影 1995, printed 2008

signed on the reverse with Michael Hoppen Gallery label on the reverse Fuji Crystal RP Print

50.8 x 60cm (20 x 23 5/8in).

HK\$35,000 - 60,000 US\$4,500 - 7,700

Provenance

Michael Hoppen Gallery, London Acquired directly from the above by present owner

Literature

Galerie Steph and Ooi Botos, Nobuyoshi Araki: All Women Are Beautiful, Singapore, 2011, p. 9



82/ NOBUYOSHI ARAKI 荒木經惟 B. 1940

Painted Flower

色情花

signed in ink on the reverse chromogenic print

32 x 46cm (12 5/8 x 18 1/8in).

HK\$25,000 - 35,000 US\$3,200 - 4,500

Provenance

Private Collection, Europe

Literature

Toshinori Arai, Painting Flower, Japan, 2004

83/ **HELMUT NEWTON** 赫爾穆特·牛頓 1920-2004

Portrait of Olga Rodionova 肖像

2001

signed, titled, inscribed Nice, May 2001 at the Negresco in coloured pencil and with two copyright stamps of the artist on the reverse chromogenic print

37.5 x 25cm (14 3/4 x 9 13/16in).

HK\$30,000 - 45,000 US\$3,900 - 5,800

Provenance

Acquired directly from the artist by the present owner



84/ **HELMUT NEWTON** 赫爾穆特·牛頓 1920-2004

Portrait of Olga Rodionova 肖像 2001

signed, titled, inscribed Nice, May 2001 at the Negresco in coloured pencil and with two copyright stamps of the artist on the reverse chromogenic print

37.5 x 25cm (14 3/4 x 9 13/16in).

HK\$30,000 - 45,000 US\$3,900 - 5,800

Provenance

Acquired directly from the artist by the present owner







(i)

85/ QIU ZHIJIE 邱志傑 B. 1969

Tattoo Series No. 3 & 5 紋身系列3號及5號 2000

(i) signed, titled, dated 2000 and numbered 6/10 on the reverse

(ii) signed, titled, dated 2000 and numbered 10/10 on the reverse each chromogenic print

each 100 x 79.8cm (39 3/8 x 31 7/16in). two works

HK\$24,000 - 30,000 US\$3,100 - 3,900

Provenance

(ii)

Acquired directly from the artist Private Collection, Beijing Private Collection, New York

Literature

(i) Ullens Center for Contemporary Art, *Qiu Zhijie* | *Breaking the Ice: A History*, Beijing, 2009, p. 181

An edition of these works are collected by the Rubell Family Collection.



86/ ZHANG HUAN 張洹 B. 1965

Add a Meter to An Anonymous Mountain

為無名山增高一米

1995

signed, titled, dated 1995 and numbered 11/15 in ink on the reverse silver gelatin print

98.5 x 128.3cm (38 3/4 x 50 1/2in).

Published by The Metropolitan Museum of Art, New York.

HK\$70,000 - 90,000 US\$9,000 - 12,000

Provenance

Barry Friedman, New York Private Collection, New York

87/ HARLAND MILLER 哈蘭德·米勒 B. 1964

This Is Where Its Fuckin' At, At Least It Used To Be 就他媽在這兒(至少曾經在) 2015

signed and dated 2015 painting and artist's annotation on silkscreen print on paper

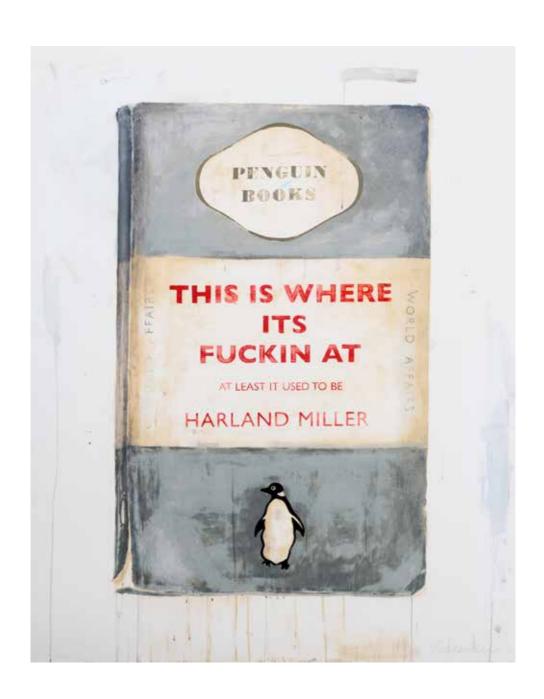
143 x 110cm (56 5/16 x 43 5/16in).

This is a hand painted unique work, and is an Hors de Commerce from an edition of 50.

HK\$180,000 - 220,000 US\$23,000 - 28,000

Provenance

Acquired directly from the artist by the present owner





88/ MARC QUINN 馬克·奎因 B. 1964

Crystal World

水晶世界 **2008**

signed, dated 2008 and numbered AP/2 incised on the underside cast bronze with heat-treated chrome patina

44.5 x 11.7 x 10cm (17 1/2 x 4 5/8 x 3 7/8in).

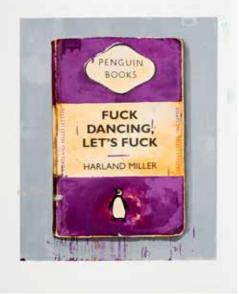
This is number 2 from 5 artist's proofs plus an edition of 45. Published by White Cube, London.

HK\$50,000 - 75,000 US\$6,500 - 9,700

Provenance

Acquired directly from the artist by the present owner





89/ HARLAND MILLER 哈蘭德‧米勒 B. 1964

Fuck Art, Let's Dance

去你的藝術,我們跳舞吧

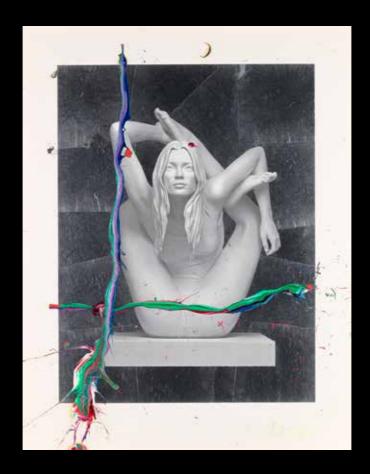
- (i) titled in pencil (ii) signed and titled in pencil artist's annotation on silkscreen print
- 69 x 50cm (27 3/16 x 19 11/16in). diptych

These are hand painted unique works, and are Hors de Commerce from an edition of 50.

HK\$100,000 - 120,000 US\$13,000 - 15,000

Provenance

Acquired directly from the artist by the present owner



90/ MARC QUINN 馬克·奎因 B. 1964

Sphinx (Silver Leaf) 獅身人面像(銀箔) 2013

signed and dated 2013 in coloured pencil silkscreen print with silver leaf and oil paint on paper

70 x 55cm (27 9/16 x 21 5/8in).

This work is unique.

HK\$70,000 - 80,000 US\$9,000 - 10,000

Provenance

Acquired directly from the artist by the present owner

"This is not a portrait of a person, it's a portrait of an image twisted by our collective desires."

Marc Quinn on Sphinx

「這不是一個人物肖像,而是一個被我們的種種欲念所扭曲的肖像。」

馬克·奎恩,《獅身人面像》作品系列



91/ SANYU 常玉 1901-1966

Nude

裸女

signed charcoal and ink on paper

43 x 27cm (16 15/16 x 10 5/8in).

HK\$90,000 - 160,000 US\$12,000 - 21,000

Provenance

Sale: Ravenel Art Group, Taipei, *Modern and Contemporary Asian Art*, 6 December 2009, Lot 60 Acquired directly from the above by the present owner





(i) (ii)

92/ WU DAYU 吳大羽 1903-1988

Untitled

無題

each crayon on paper

each 15 x 10cm (5 7/8 x 3 15/16in). two works

HK\$120,000 - 180,000 US\$15,000 - 23,000

Provenance

Private Collection, Asia

Literature

(i) Lin & Keng Gallery, Wu Da-Yu Works on Paper II, Taipei, 2010, p. 266
(ii) Lin & Keng Gallery, Wu Da-Yu Works on Paper II, Taipei, 2010, p. 304



93/ MEL BOCHNER 梅爾·博赫納 B. 1940

Obscene 猥褻

2012

with Quint Contemporary Art gallery label on the reverse monoprint with collage, engraving and embossment on hand-dyed Twinrocker paper

30.5 x 22.9cm (12 x 9in).

This work is unique.

HK\$50,000 - 75,000 US\$6,500 - 9,700

Provenance

Quint Contemporary, U.S.A. Private Collection, London

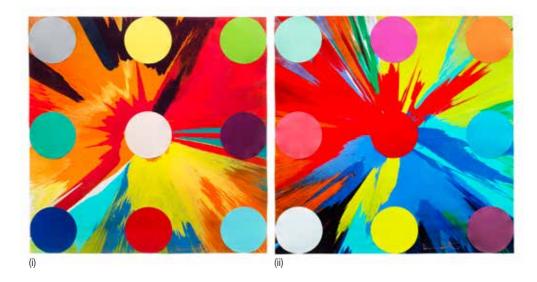
DomienHirst

Damien Hirst needs little introduction. He was the most prominent member of the Young British Artists (YBA's) established in London in the 1990s, and his work has always been both controversial and multifaceted. Hirst began his career as a painter, breaching the boundaries of tradition by experimenting with new techniques that won him critical acclaim from an early stage. Hirst's spin series and spot painting series are widely recognised motifs in the artist's oeuvre, alongside famed works such as Mother and Child (Divided) (1993), a cow and calf bisected and preserved in tanks of formaldehyde that won him the Turner Prize in 2005 and For the Love of God (1997), the diamond encrusted skull entitled.

The spin paintings are in stark juxtaposition to the spot painting series. The spot paintings are regimented and structured, whereas the spin paintings encompass a pure and capricious freedom. The striking array of colour combines to form bright abstract explosions, and although the choice of colours used in the spin painting may inform the outcome, the results are largely uncontrollable. The orderliness of the spots and the colours selected to compliment its chaotic counterpart are chosen with consideration and are by no means random. Whilst it is common in Hirst's work to come across the two disciplines in isolation, to see them combined is a rarity. It is with great excitement that we are able to present this work on paper by one of the art world's leading contemporary artists.

九十年代,「英國年輕藝術家」團體(Young British Artists ,簡稱YBA)於倫敦組成,達明·赫斯特就是當中的領軍人物。赫斯特的藝術生涯向多面發展,亦甚具爭議性。最初,赫斯特為一位畫家,他利用新的技巧作畫,從而打破傳統和實驗藝術之間的疆界,藉此,他在早期的藝術生涯中,就贏得了不少口碑。提起赫斯特,不得不提其赫赫有名的作品《母子分離》(1993),被剖半的母牛和小牛,分別浸存於不同的甲醛缸中;赫斯特更憑藉此作獲得2005年的泰納獎。其手筆下的著名作品還包括名為《獻給上帝的愛》(1997)的鑲鑽骷髏頭,而旋轉畫和圓點畫系列,則普遍被認定為赫斯特藝術創作的核心主題。

旋轉畫和圓點畫系列為完全對立的作品。圓點畫整齊有序,旋轉畫則滿載充滿變化的隨意性。後者以多種奪目的色彩,拼湊出鮮豔明亮、呈放射狀的抽象畫作。而儘管從色彩的配搭就能大概猜想出旋轉畫的面貌,但最終得出的效果往往出人意表。至於圓點畫中那些大小一致的圓形,雖然排列得井然有序,顏色看似隨意,但其實為藝術家審慎挑選而來,絕不是隨機而生。赫斯特的作品往往包含這兩種特質,可是卻多各自成章,少有把這兩種概念用於同一作品之上。我們十分與奮能為大家呈獻這位舉重輕重的當代藝術家之作。



94/ **DAMIEN HIRST** 達米恩.赫斯特 B. 1965

Spin Painting With Spots 旋轉與圓點畫 2014

each signed

(i) numbered DHS 17937 and inscribed Panel 1 of 2 on a label affixed to the back of the frame

(ii) numbered DHS 17937 and inscribed Panel 2 of 2 on a label affixed to the back of the frame each acrylic and collage on paper

100 x 100cm (39 3/8 x 39 3/8in). diptych

HK\$700,000 - 900,000 US\$90,000 - 120,000

Provenance

Kids Company Charity Auction, London (donated by the

Acquired directly from the above by the present owner

Exhibited

Dubai, La Galerie Nationale, Art Pulse, 2015



95/ QIU ZHIJIE 邱志傑 B. 1969

Untitled 無題

with seven seals of the artist ink on paper mounted on scroll

233.7 x 30.5cm (92 x 12in).

HK\$50,000 - 70,000 US\$6,500 - 9,000

Provenance

Acquired directly from the artist Private Collection, Beijing Private Collection, New York



96/ T'ANG HAYWEN (ZENG HAIWEN) 曾海文 1927-1991

Untitled 無題 circa 1985

signed ink on Arches paper

70 x 100cm (27 9/16 x 39 3/8in). diptych

HK\$60,000 - 80,000 US\$7,700 - 10,000

Provenance

Acquired directly from the artist by the present owner

This work will be included in the forthcoming catalogue raisonné now in preparation by T'ang Haywen Archives and Mr. Philippe Koutouzis under the number: LDI-AR-48



97/ T'ANG HAYWEN (ZENG HAIWEN) 曾海文 1927-1991

Untitled 無題

circa 1985

signed ink on Arches paper

 $70 \times 100 cm \ (27\ 9/16 \times 39\ 3/8 in).$ diptych

HK\$60,000 - 80,000 US\$7,700 - 10,000

Provenance

Acquired directly from the artist by the present owner

This work will be included in the forthcoming catalogue raisonné now in preparation by T'ang Haywen Archives and Mr. Philippe Koutouzis under the number: LDI-AR-50

"I am trying to ignore the conscious world, to reach beyond it and explore new shapes, always linked to nature and its rhythms. I am trying to identify with Nature's forces and materialise them through painting."

T'ang Haywen, Paths of Ink, 2002, p. 18



98/ T'ANG HAYWEN (ZENG HAIWEN) 曾海文 1927-1991

Untitled 無題 circa 1985

signed ink on Arches paper

70 x 100cm (27 9/16 x 39 3/8in). diptych

HK\$60,000 - 80,000 US\$7,700 - 10,000

Provenance

Acquired directly from the artist by the present owner

This work will be included in the forthcoming catalogue raisonné now in preparation by T'ang Haywen Archives and Mr. Philippe Koutouzis under the number: LDI-AR-49

曾海文:「我嘗試忘記感知世界,超越 它並發掘新的形態,與自然和箇中的韻 律相通相連。我亦嘗試體悟大自然的力 量,然後透過繪畫將之物化。|

摘自曾海文,《Paths of Ink》,古獨奇著,2002 年,第18頁



99/ YOSHITOMO NARA 奈良美智 B. 1959

Project Doggy Radio Sound System 小狗造型音響 2011

plastic polymer

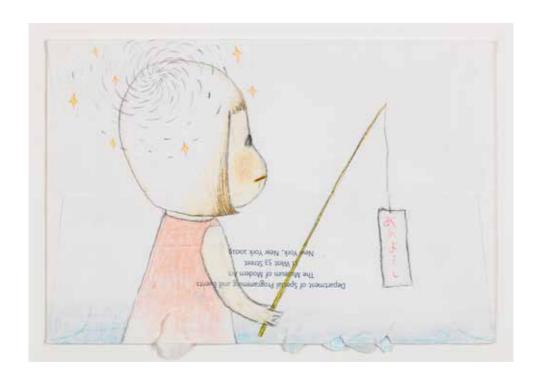
33 x 41 x 24cm (13 x 16 1/8 x 9 7/16in).

This work is number 1616 from an edition of 3000.

HK\$15,000 - 20,000 US\$1,900 - 2,600

Provenance

Private Collection, Asia



100/ YOSHITOMO NARA 奈良美智 B. 1959

Untitled 無題 2003

coloured pencil on envelope

14.4 x 20.6cm (5 11/16 x 8 1/8in).

HK\$100,000 - 120,000 US\$13,000 - 15,000

Provenance

Galerie Zink, Munich Acquired directly from the above by present owner

Literature

Chronicle Books LLC, Yoshitomo Nara: The Complete Works: Paintings, Sculptures, Editions, Photographs, Vol. I, U.S.A, 2011, cat. no. D-2003-200, p. 213

101/ YOSHITOMO NARA 奈良美智 B. 1959

Extra Sensesory Perception 超靈感 1997

signed and dated 97 crayon on paper

29.7 x 21cm (11 11/16 x 8 1/4in).

HK\$215,000 - 300,000 US\$28,000 - 39,000

Provenance

Galerie Zink, Munich Acquired directly from the above by present owner

"Drawing is a journey. As long as I'm alive, I want to keep on travelling."

Yoshitomo Nara, A Journey Called Drawing, Yoshitomo Nara: The Complete Works, Volume 2, 2011, p. 008



「繪畫是一趟旅程。只要我存在着,我都希望可以繼續這個旅程。」

奈良美智,〈A Journey Called Drawing〉,《 奈良美智作品全集第二冊 》,2011年,第8頁







Glossary

AQUATINT

An etching process in which tone is created by treating a plate with fine particles of acid-resistant material (powdered resin) and then placing the plate in an acid bath. The acid bites into the plate between the grains of resin, and when printed, the mass of tiny spots produces a textured area with tonal effects similar to water colour wash.

凹版細點蝕刻

在蝕刻過程中,於模版上塗上細微的防酸蝕粒子 (粉狀樹脂),然後再以酸性液體浸蝕模版。酸 性物質於是滲入樹脂粉粒的紋理之中,腐蝕沒有 被樹脂覆蓋的模版。印製時,無數的小細點形成 凹凸有致的版面,並產生色調變化,猶如水彩暈 染效果。

ARTIST'S PROOF / EPREUVE D'ARTISTE

Impressions printed especially for the artist and excluded from the numbering of an edition, but exactly like the editioned prints in every other respect. Usually appears as "A.P" or "E.A."

藝術家試版/藝術家保存版

藝術家在版畫大量製作前的測試訂版,並不計算 入版次數目之內,但各方面均與正式版畫無異。 多以縮寫「A.P.」或「E.A.」標註。

BLIND IMPRESSION

The embossed or debossed impressions left on the surface of the paper but made without ink, paint or colour.

無色壓印

紙張上浮凸或凹下的無色壓痕,當中未有塗上任 何油墨、油漆或顏料。

BLINDSTAMP

The embossed, inked, or stamped symbol used by printers and print workshops, usually in the margin of the paper as a mark of identification.

作品款印

版畫師或版畫工作室的專用記號,可為凸印、墨印或戳印,多於作品邊緣出現,以作鑑別之用。

BON À TIRER

The proof approved by the artist which establishes the standard for all of the other prints in the edition.

正式.版樣

經藝術家核實的校樣,為印製正式版畫的統一標 準參考版。

BURR

When using a drypoint needle or other engraving tool to draw directly into a metal plate small fine pieces of metal are raised up on both sides of the scored line. This burr holds additional ink during the printing process and gives the lines a velvety or fuzzy texture. Burr is very delicate and consequently is easily worn down during the pressures of the printing process. Early pulls or impressions taken from such plates are characterised by rich burr. In the case of Old Master prints especially, the quantity and evidence of burr can sometimes be used as an aid in determining how early the impression was pulled.

粗糙刻緣

使用直接刻線法或其他工具直接於鐵版上刻畫時,刻痕兩則會衍生出細微的金屬屑,形成粗糙刻緣。在印製過程中,粗糙刻緣會比其他地方較易沾上更多的油墨,因而產生柔和、模糊的線條。粗糙刻緣非常精細,故在印製的受壓過程中十分容易壓平消失。故此,印次較早的版畫,刻緣相對會更為明顯。粗糙刻緣的密集程度和狀況有時候可斷定作品的版次,尤其在鑑別古典版畫的版次時,多會使用此法。

CHINE APPLIQUÉ

Chine appliqué or chine collé is a method of papermaking characterized by affixing a thin sheet of smooth white paper, also called china paper or chine, with glue or water, to a sturdy woven paper, which acts as a support sheet. When the paper is run through the press during the printing process, the two sheets are firmly bonded together.

中國畫仙紙法

中國畫仙紙法或中國膠質紙法為印刷上的加固強化技術,即用漿糊或水把纖薄白紙(亦稱宣紙)貼在結實的織紙之上以作鞏固之用。印製過程中,兩紙同一時間進行印壓,並牢固地黏合起來。

CHROMOGENIC PRINT / C-PRINT

Made from a colour negative which is exposed to chromogenic photographic paper (a type of wet process paper) that contains three emulsion layers, each of which is sensitised to a different primary colour. Once exposed, it is submerged into a chemical bath where each layer reacts to create a full-colour image.

彩色沖印/C型沖印(C-PRINT)

有色印相紙(濕版攝影相紙的一種)包含三層感 光乳劑,每層均對不同的原色有敏感反應,而彩 色底片則透過有色印相紙沖印出影像。經曝光 後,有色印相紙便會放進化學劑中浸洗,使感光 乳劑產生化學反應,從而顯影出全彩色圖像。

CIBACHROME

A silver dye-bleach process that forms a photographic image by selectively bleaching dyes already existing within the paper. Renowned as one of the most stable, longest-lasting of all colour prints.

西霸彩色沖印

以銀鹽漂白法製作圖像,局部漂白印相紙上已經 染色之部分,為其中一種效果最穩定、顏色最耐 存的全色沖印法。

COLOPHON / JUSTIFICATION

A note, usually at the end of a book or portfolio of prints, giving all or some of the following information: name of work, author, printer, place of printing, date, size of edition.

版權頁/出版商標

置於印刷書籍或版畫作品集的尾頁,當中註有如作品名稱、藝術家姓名、版畫師、出版地、出版日期以及版本尺寸等資料。

CYANOTYPE

One of the oldest monochrome photographic processes that do not use silver salts. It is based on the reaction of iron salts to light. A chemical solution is then applied to the paper and the exposure to natural light changes the composition of the iron salts. The paper is then rinsed with water to wash the unexposed iron salts. The blue tonality of the prints are as a result of the drying process and have led many to refer to this process more commonly as 'blueprints'.

氰版沖印

其中一種非銀鹽沖印的古老單色沖印法,當中利 用鐵鹽曝光的作用製作圖像。以化學溶液塗於相 紙,並將之置於自然光下,令鐵鹽成分變異。然 後把相紙浸於水中,以將餘下沒有曝光的鐵鹽洗 掉。風乾過程會令印相紙產生藍色色調,故不少 人稱之為「藍印法」。

DAGUERREOTYPE

One of the first photographic printing processes to gain widespread commercial success. A daguerreotype was made by suspending a polished, silver plated copper sheet over iodine vapors and therefore rendering the silver surface light-sensitive. The plate, placed in the camera was exposed for as long as 20 minutes. Following exposure, the plate was developed over hot mercury fumes. Each daguerreotype is unique and sharply defined.

银板沖印法

其中一個大規模地應用至商業範疇的沖印法。所謂銀板攝影,即將鍍有薄銀的銅板洗淨拋光,然後置於碘蒸氣之上,讓銀與碘溶合,並形成對光敏感的物質。把經碘處理的銅板置入相機之中,並曝光20分鐘。曝光過後,以高溫水銀蒸汽顯影,形成影像。每一銀板攝影製作出的影像是獨特的而且影像效果細膩。

DEBOSSING

A printmaking process used to create an impression pressed into the paper but printed without ink, resulting in a 'blind impression'. The opposite effect of 'embossing'.

凹壓

版畫製作過程中, 印壓紙張後所形成的壓痕, 因 為過程中不用油墨, 故名「無色壓痕」, 反之即 為「凸印」。

DECKLE EDGE

The natural, untrimmed edge of handmade paper usually slightly uneven and sometimes slightly thinner than the rest of the sheet.

毛邊

手製紙張中未經修飾、自然而成的紙緣。紙緣一般略帶不齊,且有時候會較紙張的其他部分稍 薄。

DIAMOND DUST

The technical term for crushed glass. A sprinkling of varying thickness of crushed glass particles which are adhered to the surface of a print as one of the final processes. Not to be confused with glitter.

鑽石粉

玻璃碎粉的專業術語。將少許濃密各異的玻璃碎 粉撒於版畫的表面,使其黏附於版畫之上,為版 畫製作的最後工序之一。鑽石粉與閃粉有別。

DIGITAL C-PRINTS

The process is the same as a C-print but instead of being made from a colour negative or slide, the process is digital. The image is made from a printer that uses lasers to expose an image from a digital file onto light-sensitive photographic paper. It is then developed in a processor using conventional, silver-based photographic chemicals.

數碼彩色沖印

製作過程與彩色沖印無異,唯以電子檔案代替底片或幻燈片沖印圖像。圖像以打印形式製成,當中透過激光把電子圖像曝光,並以感光相紙作顯影,然後以傳統的銀鹽感光化學處理器沖印圖像。

DRYPOINT

An intaglio process in which a plate is marked or incised directly with a needle. The drypoint line can look very much like an etched line but is usually lighter in touch and characterized by the existence of burr.

直接刻線法

凹版印刷中,以針筆直接在金屬印版上標劃、雕刻的技法。刻線與蝕刻線條十分相似,但前者一般較為淺淡,而且刻緣粗糙。

EDITION

The total number of impressions created from a single image or sets of images from the same matrix. To this number the artist usually authorizes the addition of a small number of artist's, printer's, publisher's and other proofs.

版本

由同一組模版所印製出的個別版畫或整套版畫的 總數。除限定總數外,一般還有少量校樣版本, 多為藝術家、版畫師、出版商及其它試版版本。

EMBOSSING

A printmaking process used to create a raised surface or raised element, but printed without ink. The opposite effect of 'debossing'.

凸印

用以製作立體表面或立體元素的版畫印刷過程, 當中不用油墨。反之,即為「凹印」。

ENGRAVING

An intaglio process in which a plate is marked or incised directly with a burin or other metal-marking tool. No acid is used in this process since the design is dug out by hand. An engraved line can range from very deep and wide, to lighter and thinner and is often characterized by a pointed end signalling the exit of the "v" shaped burin from the metal.

刻印

以雕刻刀或其他金屬雕刻工具,在金屬版上直接標劃、雕刻,為凹版印刷的工序之一。因為過程中須以人手刻刮,所以過程中不會使用酸性物質。刻線既可深而闊,亦可淺而細;而由於雕刻刀呈V形,故刻線末端通常亦呈尖鋭狀。

ETCHING

An intaglio process in which a plate is treated with an acid-resistant ground. The artist then draws through the ground with various tools to expose the metal. The plate is then immersed in an acid bath where the acid "bites" or chemically dissolves the exposed lines. The metal plate is therefore "carved" or "etched" by the acid rather than by a tool directly in the metal.

蝕刻

於金屬版上塗上防腐蝕物質打底,為凹版印刷的步驟。藝術家以不同工具於防腐蝕金屬印版上繪畫線痕,去除防腐蝕物質,暴露出金屬。然後把金屬印版置於酸性液體中浸蝕,暴露出的金屬線痕將被酸性「溶蝕」,被化學溶解。因此,金屬印版乃透過酸性物質「雕刻」、「蝕刻」而成,而非以工具直接於金屬上刻刮。

FOUL-BITING

In printmaking, when the acid-resistant ground on a metal plate does not keep the acid entirely out, irregularities can appear. These "bitten" areas will, when the plate is printed, catch ink and appear as spots or oddly inked areas.

酸蝕不當

在版畫製作過程中,金屬印版上的防腐蝕劑打底層未能完全隔絕酸性物質,因而在作品上出現不規則的腐蝕痕跡。為金屬印版上色時,這些不必要的「吃蝕」範圍會沾上油墨,或以點狀呈現,或形成怪異的着色地帶。

GELATIN SILVER / SILVER BROMIDE / SILVER CHLORIDE

The most common of all printing processes in which paper is coated with gelatin that contains light sensitive silver salts. This is the standard contemporary black and white print method used today and is also referred to as a silver gelatin print, or simply as a silver print. Paper containing silver chloride were less sensitive to light and produced a "warmer" tone whereas a bromide is generally a neutral black.

明膠銀鹽沖印/溴化銀沖印/氯化銀沖印

以含有感光銀鹽的明膠覆蓋相紙,為照片沖印中 最常見的方式。此法為今天使用的標準黑白沖印 方法,亦稱作銀鹽明膠沖印,或簡稱銀鹽沖印。 含有氯化銀的印相紙,感光相對較弱,故能產生 較為「溫和」的色調,而以溴化銀作曝光,圖像 之色調則呈中性黑色。

GICL FF

A type of digital fine art print, a giclee is a multiple or exact copy of an original work of art, created typically using professional ink-jet printers. Most giclee prints are reproductions of works of art in other mediums and are generally not considered to fall under the category of printmaking. The image has all the tonalities and hues of the original painting and often provides better colour accuracy than other means of reproduction.

微噴打印

微噴為藝術原作的複製版,是以專業噴墨打印機 製作的數碼藝術打印。微噴打印多為其他形式藝 術品之複製版,而一般不被視作版畫製作方式。 圖像具備原作的色調、顏色,且色彩往往比其他 複製方式精細準確。

HAND-COLOURED PHOTOGRAPH

A hand-coloured photograph is when a dye, watercolour, oil or other paint is manually added to the photograph.

手工上色照片

人工上色照片即把染料、油彩、或其他顏料,以 人手直接於照片上著色。

HORS-COMMERCE / "H.C"

Meaning "outside of the commercial edition" these proofs, not originally intended for sale, are excluded from the numbering of an edition, but are otherwise exactly like the edition prints in every other respect.

非賣品/「H.C.」

意即「非賣版樣」,本意不作買賣用途,亦不計 算入正式版本的數目之中,但各方面均與正式版 本中的作品無異。

IMAGE SIZE

Image size refers to the size of the image contained within the 'full sheet' of the print. The image size will not include any margins which may surround the image.

圖像尺寸

圖像尺寸即在版畫的「整張紙」上出現之圖像大小,當中不包括圍繞圖像的空白邊緣。

INTAGLIO

All matrixes which have either been cut into or "bitten" into. The resulting "dug out" lines are printed. Intaglio processes include etching, aquatint, engraving, mezzotint and metal engravings, among others.

凹雕

所有模版均經過雕刻或「吃蝕」,而「刻刮」出 的線條將會被上色。凹版製作包括蝕刻、凹版細 點蝕刻、磨刻凹版和金屬雕刻等等。

LINOCUT / LINOLEUM CUT

A relief process, like a woodcut where the artist carves the design out of the linoleum or linoleum mounted onto wood. What remains is printed, rather than what is cut away.

橡膠版畫

凸版印製法的一種,與木刻版畫相近,藝術家從 橡膠或嵌於木板中的橡膠上雕刻,然後去掉刮刻 部分,在版上塗上顏色,刻痕將不會着色。

LITHOGRAPHY

A planographic printing process where a drawing is made directly on a stone or other smooth matrix with greasy materials such as lithographic crayon. The surface is then dampened with water, which is repelled by the greasy areas. The surface is then rolled with greasy printing ink, which areas only to the greasy areas and is itself repelled by the areas which have water. The drawn image is then printed. A separate stone is required for each colour.

石版畫

以油性物質,如石印蠟筆,直接於石版或其他光滑的模版上繪圖,為平版印刷的技法。當沾濕模版後,油性部分會排斥水分,然後於模版上滾塗上油性油墨,油墨只會依附於油性的部分,而沾濕的部分,則會排斥油性顏料。故此,繪圖部分將上色印刷。不同的顏色須以個別石版印製。

MATRIX

The base from which the print is made. This can be anything – a standard metal plate or lithographic stone, a potato or vinyl record, a stencil, anything from which you print.

模版

印刷版畫的基體印版。各種物料均可製成模版,如金屬印版或石版、馬鈴薯或黑膠唱片、油印蠟 紙均可。

MEZZOTINT

An intaglio method in which the entire surface of the plate is roughened by a spiked tool ("rocker") so that, if inked, the entire plate would print in solid black. The artist then works from "black" to "white" by scraping (or burnishing) out areas to produce lighter tones.

磨刻凹版

凹雕技法之一,以滾點工具(刮刀)磨刮整個模版的表面,當塗上油墨後,整個模版均會沾上黑色。藝術家於是以刮削或磨擦的方式,把深色背景部分加亮變白,削磨出不同層次的明亮色調。

MONOTYPE

A unique image printed from an unworked smooth, metal or glass surface painted in ink by the artist.

單刷版畫

藝術家會於未經修飾的光滑平面、金屬或玻璃面版上直接繪圖上色印製,但因沒有可複製的印版,故印製出之圖像為獨一無二。

MONOPRINT

A print which has as its base an etching, lithograph or woodcut and which is then uniquely altered by monotype colouring, inking, or choices in paper colour.

單刷版畫術

在蝕刻、石刻、木刻之模版上塗上單一顏料、油墨,又或選配不同顏色紙張,以製作出獨一無二的版畫作品。

NUMBERING

The numbering of individual impressions. All limited edition prints should be numbered, the first number being the impression number and the second representing the whole edition i.e. 40/50. The first number denotes which impression that print is and the second highlights that there are 50 numbered editions in total. The numbering sequence does not necessarily reflect the order in which the prints were made as the numbering usually takes place once the prints have had time to rest and are dry to touch. The numbering of an edition excludes any proofs such as Printer's Proofs or Artist Proofs.

作品編號

個別版畫之專屬編號。所有限量的版畫均附以編號,首個號碼代表該版畫之編號,而第二個號碼則為整批版畫的總數目,如40/50。前者為版畫本身的編號,而後者則代表該批次之版畫合共有50幅。編號會待版畫完成風乾後寫上,但由於每幅版畫完成風乾的時間各異,故作品之編號並不一定等如版畫實際的印製次序。而印刷師試版或藝術家試版,均不列入版畫總數之中。

OPEN EDITION

Refers to an edition which is unlimited, there are no limits as to the number of prints that may be produced.

無限量版本

沒有限量之版本,即沒有限制沖印數目。

PHOTOCOLLAGE

A photographic composition assembled from pieces of different prints or negatives which are closely arranged or overlaid upon each other. Different to a PHOTOMON-TAGE.

照片拼貼

以不同的照片或底片拼貼而成的組合創作方式, 當中的照片排列緊密或彼此覆疊。與合成照片有 別。

PHOTO-ETCHING / PHOTOGRAVURE

An intaglio printmaking process in which an image is produced on an etching plate by photographic means. The process starts with the photographer's glass plate negative. From that a glass plate positive is produced. The image is then acid-etched onto a copper plate. This plate is then inked by hand and used to produce prints, one per inking, on a hand-operated press. A very laborious time consuming process however the results are tonally rich and finely detailed.

照相蝕刻法/凹版照片

利用感光原理,於蝕刻印版上製作圖像,為凹版版畫技法。利用攝影師的玻璃底片製作正片。然後,透過酸性腐蝕把圖像顯影於銅片之上。以人手把銅片着墨,並以手施壓,逐張印製。此法費力費時,但圖像色調豐潤,精密細膩。

PHOTOGRAM

Photographic print made without a negative or a camera but by placing an object directly on the light sensitive paper and exposing the composition to light.

實物投影

實物投影照片不須依靠底片或相機拍攝,而直接 把物件置於感光相紙之上,並將之曝光。

PHOTO-LITHOGRAPH

A process in which an image is produced on a lithographic plate by photographic means.

照相平版印刷術

利用照相的感光原理,在平版模版上製作圖像之技法。

PHOTOMONTAGE

Assembled in the same way as a photocollage but the end result is photographed as a whole form.

合成照片

與照片拼貼的方法一致,但當中的不同照片最終 融合一體,而沒有拼貼痕跡。

PLANOGRAPHIC PRINT

Printing from a flat surface. Planographic processes include lithography and some forms of commercial printing.

平版版畫

於平面上印製版畫,例如石版畫以及部分商業印刷均用此法,為平版製作技法。

PLATEMARK

The imprint in the paper resulting from the edge of a metal plate being pushed into it during the pressure of the printing process.

壓印痕

在印壓過程中,金屬印版受壓而於紙上形成明顯 的印痕。

PLATE TONE

A veil of ink intentionally left on the surface of the plate during printing which creates delicate areas of tone or shading.

着色印版

在印製過程中,特意在印版上留下油墨,以產生 獨特的色調和陰影效果。

PLATINUM

Black and white printing process in which the image is formed of metallic platinum fibres of the paper. Recognised for their luminosity, rich tonal range, permanence and stability.

鉑金沖印

以金屬鉑金纖維的印相紙沖印影像,為黑白沖印 之技法。成像擁有光澤感,並具備豐富色階,且 效果穩定,影像歷久而不衰。

POCHOIR

A printing process using stencils, originally used to simulate hand-colouring.

模板製版法

使用模板進行印製,以模仿人手上色。

POLAROID

Commonly referred to as instant photographic prints which appear directly and immediately from the camera once the photo has been taken.

容解苯

常被稱作即影即有照片,按下快門後照片即時直 接地從相機沖印出來。

PORTFOLIO

A group of images, prints or photographs published together. The collection of images is usually presented in a custom made box sometimes with an accompanying text.

作品集

一系列的圖像、畫作或照片集合印刷出版。經常 以個人化的方式呈獻整個系列的圖像,有時伴以 文字描述。

PRINTER

A specialist who provides technical aide throughout development and printing stage. Not to be confused with the 'publisher'.

版畫師

在開始創作至印製的整個過程中,提供技術協助的專業人員。與「出版商」有所不同。

PRINTER'S PROOFS

Impressions printed especially for the printer(s) and excluded from the numbering of an edition, but exactly like the editioned prints in every respect. Usually appears as "P.P".

版畫師試版

供版畫師試版用之版畫,通常不列入正式版本的 數目之中,但各方面均與正式版本之版畫無異。 一般以「P.P.」標示。

PROGRESSIVE PROOFS

In printmaking, a series of proofs taken to show each individual colour plate and each combination of them culminating in the final, complete version.

演色稿樣

在印製過程中進行一系列的試版工序,目的為確認印版上的色彩,以及反覆增添顏色後的最終稿 樣無誤。

PUBLISHER

The person or entity who subsidises and often initiates the making of a print edition or portfolio and who also disseminates the prints.

出版商

資助及發起製作版畫系列或作品集,並於出版後 將之發行的人或個體。

RELIEF PRINTING

A category of printmaking in which a design on a flat surface is carved with a knife or chisel, removing the areas that the printmaker does not want to be printed. When the surface is then rolled with ink and printed, the resulting impression will only show the lines and shapes of the design left on the unworked surface by the artist. The most common types of relief prints are woodcut, wood engraying, and linocut.

凸版印刷

版畫印刷的其中一個門類,藝術家於平面上創作 圖像,並以刀或鑿子把不須印出的部分剔除掉。 當以油墨滾塗印版並轉印至紙張時,紙上只會呈 現沒有被雕刻過的部分,雕走的部分則為空白。 最常見的凸版印刷為木刻版畫和橡膠版畫。

SCREENPRINT / SILKSCREEN

A printing process using stencils to block out areas which are then printed through silk, other fabric or metal mesh.

網版印刷/絲網版畫

在印製過程中,以模版覆蓋特定範圍,然後透過 絲絹或其他布料、孔網印製出相應的圖像。

SHEET SIZE

The sheet size refers to the full sheet dimensions of the print, from one edge of the paper to the other and will include all margins surrounding the image. Some prints are printed to the edges of the paper whereas some have the image contained with margins.

紙張尺寸

紙張尺寸是指整幅版畫的面積,即從紙張一端起計算至另一末端,並包含圍繞圖像的所有邊緣範圍。有些版畫的圖像會覆蓋至紙張的邊緣部分,而有些版畫則有留空邊緣。

SIGNATURES

It is customary for original prints to be signed by the artist. An unsigned impression is generally not as commercially valuable. When described as 'signed' it should mean that the signature has been signed in pencil, ink, felt tip pen or crayon. A printed signature should not be described as 'signed' and nor should a stamped signature.

署名

藝術家的親筆簽署,視為原創之記號。一般而 言,沒有署名的版畫,經濟價值會較低。作品標 示為「簽署」,意即以鉛筆、墨水、簽字筆或蠟 筆寫上署明。印刷或戳印出來之署名,不被視作 「簽署」。

SOFT GROUND ETCHING

An etching technique where a soft ground is laid on the metal plate. The artist draws onto a piece of paper which is laid down on top of the ground. The ground adheres to the paper where the pencil or other tool has pressed down into it through the paper and pulls away when the paper is lifted The resulting "marked" plate is placed in an acid-bath where the acid "bites" into the more exposed areas where the ground has been "lifted". The line created is often soft and grainy.

軟底蝕刻法

以軟性物質作為底材,鋪墊於金屬印版之上,為 蝕刻技術的一種。把紙張鋪於軟性底材上,藝術 家直接在紙片上繪畫。過程中,紙張貼服於軟性 底材之上,以鉛筆或其他繪畫工具在紙上施壓繪 圖,當掀開紙張後,圖像便會遺留在底材之上。 具有圖像之印版會被浸於酸性液體中進行酸蝕, 當中底材上被「去掉」的部分會受到「吃蝕」。 印刷出的線條一般較為柔和及粗糙。

STATE

An impression taken from the plate at a particular moment or stage of development and distinguished from impressions taken at other times during that process. The final State is the state from which editions are generally pulled, although some artists pull several impressions in each state.

狀態

當印版未有最後定稿,於特定時間或製作階段中所印製的版畫。這些版畫於其他製作階段印製出的版本有所不同。所謂最後狀態,一般指印製真正出版的版畫,但亦有部分藝術家,於印版的不同狀態下,印製出多張版畫。

STEEL FACING

When a metal intaglio plate is covered with a thin deposit of steel using electrolysis creating a much harder surface which can accommodate larger numbers of printings before wear becomes evident.

電鍍凹版鋼面法

以微薄的鋼料電鍍於金屬凹版之上,使印版表面 更趨堅硬,耐磨的表面能供重複多次印製版畫。

TRIAL PROOF / WORKING PROOF

An early proof, often incorporating artist's revisions and changes and generally not identical to the numbered, editioned prints.

試版/ 校樣

早期製作校樣,一般包含藝術家的修訂和改良, 多異於附有編號和正式出版之版畫。

TUSCHE

Grease in stick or liquid form used principally for drawing in lithography.

藥墨

條狀或液體狀的油性物質,主要為石版畫繪圖之 用。

VINTAGE PRINT

A print made at or near the time of the execution of the negative.

復古照片

以過期或即將過期的底片所沖印出的照片。

WATERMARK

Design in the paper seen when held against the light. A manufacturer's mark, it is used to trace the origin and date of the paper.

浮水印

印於紙張上,透過光線才能看見的圖案。所謂製 造商浮水印,即用以追溯紙張的來源地和日期。

WOODCUT

A relief technique where the image or design is left raised above what is carved out of the wood. What is not carved is printed.

木刻版畫

木版經過雕刻後,不須印刷的部分被去掉,圖像 或設計則凸立於印版上,然後上色印刷,為浮雕 技法的一種。



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POST-WAR & PREVIEW November 6 -10 **CONTEMPORARY ART** Tuesday November 10, 4pm +1 (212) 644 9020 New York megan.murphy@bonhams.com **ALEXANDER CALDER** (1898-1976) Push Toy, circa 1955 32in. high \$200,000 - 300,000 Artwork © 2015 Calder Foundation, New York / Artists Rights Society (ARS), New York Bonhams

NEW YORK

MODERN & CONTEMPORARY PRINTS & MULTIPLES

Tuesday November 17, 1pm New York

DAVID HOCKNEY

Two Vases in the Louvre, 1974 Color etching \$20,000 - \$30,000 **PREVIEW**

November 14 -17

INQUIRIES

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NEW YORK

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FINE & RARE WINE, COGNAC AND WHISKY

Saturday 21 November Bonhams Hong Kong Gallery Suite 2001, One Pacific Place Admiralty, Hong Kong KARUIZAWA-1963-50 YEAR OLD-#5132 HK\$220,000 - 260,000

KARUIZAWA -1964-48 YEAR OLD-#3603 HK\$150,000 - 200,000 **PREVIEW**

18 – 21 November

ENQUIRIES

+852 2918 4321 winehk@bonhams.com



Bonhams

HONG KONG

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PRINTS AND MULTIPLES

Tuesday 24 November 2015 New Bond Street, London **ENQUIRIES**

+44 (0) 20 7468 8212 tanya.grigoroglou@bonhams.com

PABLO PICASSO (SPANISH, 1881-1973)

Tête de Femme (Mourlot 122)

Lithograph, 1948, one of five impressions pulled before the zinc plate was damaged, 440 x 620mm

HK\$235,000 - 350,000 US\$30,500 - 45,000 GB£20,000 - 30,000



Bonhams

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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 BOLF

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

The Seller has authorised Bonhams to sell the Lot as its agent on its behalf and, save where we expressly make it clear to the contrary, Bonhams acts only as agent for the Seller. Any statement or representation we make in respect of a Lot is made on the Seller's behalf and, unless Bonhams sells a Lot as principal, not on our behalf 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 electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a Lot, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out 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 Fstimate.

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 are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the Hammer Price and Buyer's Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our Conditions of Business and contact our Customer Services Department for further details.

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 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, and that the funds have originated from your own account, we will allow you to collect your purchases immediately;

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes, 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:

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:

tollows

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: HSBCHKHHHKH

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

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

credit cards: American Express, Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended 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.

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

10. COLLECTION AND STORAGE

The Buyer of a Lot will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the Buyer). Details relating to the collection of a Lot, 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 regligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise.

In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether 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. BOOKS

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

17. CLOCKS AND WATCHES

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

18. JEWELLERY Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams*' opinion, but using stones or designs supplied by the client.

19. PICTURES

Explanation of Catalogue Terms

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

- "Jacopo Bassano": in our opinion a work by the artist. When the
 artist's forename(s) is not known, a series of asterisks, followed
 by the surname of the artist, whether preceded by an initial or
 not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;

- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist:
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist:
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand

20. PORCELAIN AND GLASS

Damage and Restoration

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

21. WINE

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

Examining the wines

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

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

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm 15 to 30 years old – top shoulder (ts) or up to 5cm Over 30 years old – high shoulder (hs) or up to 6cm It should be noted that ullages may change between publication of the Catalogue and the Sale and that corks may fail as a result of transporting the wine. We will only accept responsibility for Descriptions of condition at the time of publication of the Catalogue and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

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

Bottling Details and Case Terms

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

CB - Château bottled

DB - Domaine bottled

FstB - Estate bottled

- BB Bordeaux bottled
- BE Belgian bottled
- FB French bottled
- GB German bottled
- OB Oporto bottled
- UK United Kingdom bottled

owc- original wooden case

iwc - individual wooden case

oc - original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

22. LANGUAGE

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. 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.

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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 BLY IT.

1 THE CONTRACT

- 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.

2 SELLER'S UNDERTAKINGS

- 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 Saller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot
- 2.1.4 the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and Taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past;
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the Sale venue or by the Notice to Bidders or by an insert in the Catalogue, the Lot corresponds with the Contractual Description of the Lot, being that part of the Entry about the Lot in the Catalogue which is in bold letters and (except for colour) with any photograph of the Lot in the Catalogue and the contents of any Condition Report which has been provided to the Buyer.

3 DESCRIPTIONS OF THE LOT

Paragraph 2.1.5 sets out what is the Contractual Description of the Lot. In particular, the Lot is not sold as corresponding with that part of the Entry in the Catalogue which is not printed in bold letters, which merely sets out (on the Seller's behalf) Bonhams' opinion about the Lot and which is not part of the

Bonhams' Website, or by conduct, or otherwise, and whether by or on behalf of the Seller or Bonhams and The Seller is entitled to withhold possession from you 7.2 whether made prior to or during the Sale, is not part of of any other Lot he has sold to you at the same or the Contractual Description upon which the Lot is sold. at any other Sale and whether currently in Bonhams' possession or not until payment in full and in cleared 32 Except as provided in paragraph 2.1.5, the Seller funds of the Purchase Price and all other sums due to does not make or give and does not agree to the Seller and/or Bonhams in respect of the Lot. make or give any contractual promise, undertaking, 7.3 You will collect and remove the Lot at your own expense from Bonhams' custody and/or control or from obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to the Storage Contractor's custody in accordance with any Description of the Lot or any Estimate in relation Bonhams' instructions or requirements. to it, nor of the accuracy or completeness of any Description or Estimate which may have been made 7.4 You will be wholly responsible for packing, handling and by or on behalf of the Seller including by Bonhams. No transport of the Lot on collection and for complying with all import or export regulations in connection with such Description or Estimate is incorporated into this Contract for Sale. the Lot. FITNESS FOR PURPOSE AND SATISFACTORY 7.5 You will be wholly responsible for any removal, storage QUALITY or other charges or expenses incurred by the Seller 4 1 The Seller does not make and does not agree to make if you do not remove the Lot in accordance with this any contractual promise, undertaking, obligation, paragraph 7 and will indemnify the Seller against all guarantee, warranty, or representation of fact in relation charges, costs, including any legal costs and fees, to the satisfactory quality of the Lot or its fitness for any expenses and losses suffered by the Seller by reason purpose. of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to 4.2 the Seller will be payable on demand. 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 FAILURE TO PAY FOR THE LOT otherwise, as to the satisfactory quality of the Lot or its 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the fitness for any purpose. Seller will be entitled, with the prior written agreement of RISK, PROPERTY AND TITLE Bonhams but without further notice to you, to exercise 5.1 Risk in the Lot passes to you when it is knocked down one or more of the following rights (whether through to you on the fall of the Auctioneer's hammer in respect Bonhams or otherwise): of the Lot. The Seller will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or 8.1.1 to terminate immediately the Contract for Sale of the the Storage Contractor, with whom you have separate Lot for your breach of contract; contract(s) as Buyer. You will indemnify the Seller and keep the Seller fully indemnified from and against all 8.1.2 to re-sell the Lot by auction, private treaty or any other claims, proceedings, costs, expenses and losses means on giving seven days' written notice to you of arising in respect of any injury, loss and damage caused the intention to resell; to the Lot after the fall of the Auctioneer's hammer until you obtain full title to it. 813 to retain possession of the Lot; Title to the Lot remains in and is retained by the Seller 5.2 8.1.4 to remove and store the Lot at your expense; until the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot have been paid in 8.1.5 to take legal proceedings against you for any sum due full to, and received in cleared funds by, Bonhams. under the Contract for Sale and/or damages for breach of contract: **PAYMENT** 6 1 Your obligation to pay the Purchase Price arises when 816 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% the Lot is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot. per annum above the base rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be 6.2 calculated on a daily basis from the date upon which Time will be of the essence in relation to payment of the Purchase Price and all other sums payable by such monies become payable until the date of actual you to Bonhams. Unless agreed in writing with you payment; by Bonhams on the Seller's behalf (in which case you must comply with the terms of that agreement), all such 8.1.7 to repossess the Lot (or any part thereof) which has not sums must be paid to Bonhams by you in the currency become your property, and for this purpose you hereby in which the Sale was conducted by not later than grant an irrevocable licence to the Seller by himself and 4.30pm on the second working day following the Sale to his servants or agents to enter upon all or any of and you must ensure that the funds are cleared by the your premises (with or without vehicles) during normal seventh working day after the Sale. Payment must be Business hours to take possession of the Lot or part 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 8.1.8 to retain possession of any other property sold to you accordance with this paragraph, the Seller will have the by the Seller at the Sale or any other auction or by rights set out in paragraph 8 below. private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;

COLLECTION OF THE LOT

Unless otherwise agreed in writing with you by

Bonhams, the Lot will be released to you or to your

order only when Bonhams has received cleared funds

to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams.

7.1

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

including any Description or Estimate, whether made

orally or in writing, including in the Catalogue or on

express alteration to it as referred to in paragraph 2.1.5),

8.1.9 8.1.10	to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and		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, ballee's duty, restitutionary
6.1.10	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	9.6	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
8.2	owed to the Seller or to Bonhams by you. You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) 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		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.
	judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10 10.1	MISCELLANEOUS You may not assign either the benefit or burden of the Contract for Sale.
8.3	On any re-sale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.2	The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.
9 9.1	THE SELLER'S LIABILITY The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.	10.3	If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations
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 <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the <i>Sale</i> of <i>Goods Ordinance</i> (Chapter 26 of the Laws of Hong Kong) or otherwise.		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.
9.3	The Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether 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.	10.4	Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed c/o Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of 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.
9.4	The Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer 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	10.5	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.
9.5	duty, restitutionary claim or otherwise; In any circumstances where the Seller is liable to you	10.7	The headings used in the Contract for Sale are for convenience only and will not affect its interpretation.
0	in respect of the <i>Lot</i> , or any act, omission, statement,	10.8	In the Contract for Sale "including" means "including,
			LUZATED A AND LOO AS

plural (and vice versa) and reference to any one gender sells the Lot as principal. will include reference to the other genders. Our personal obligations to you are governed by this 1.5 10.10 Reference to a numbered paragraph is to a paragraph agreement and we agree, subject to the terms below, of the Contract for Sale. to the following obligations: 10.11 Save as expressly provided in paragraph 10.12 nothing 1.5.1 we will, until the date and time specified in the Notice in the Contract for Sale confers (or purports to confer) to Bidders or otherwise notified to you, store the Lot in on any person who is not a party to the Contract for accordance with paragraph 5; Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale. 152 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you 10.12 Where the Contract for Sale confers an immunity from, in accordance with paragraph 4 once you have paid and/or an exclusion or restriction of, the responsibility to us, in cleared funds, everything due to us and the and/or liability of the Seller, it will also operate in favour Seller: and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company 1.5.3 we will provide a guarantee in the terms set out in and the successors and assignees of Bonhams and paragraph 9. of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom 16 We do not make or give and do not agree to make or will be entitled to avail itself of the same relevant right at give any contractual promise, undertaking, obligation, law guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in 11 **GOVERNING LAW AND DISPUTE** relation to it, nor of the accuracy or completeness of RESOLUTION any Description or Estimate which may have been 11.1 I aw made by us or on our behalf or by or on behalf of the All transactions to which this agreement applies and all Seller (whether made orally or in writing, including connected matters will be governed by and construed in the Catalogue or on Bonhams' Website, or by in accordance with the laws of Hong Kong, Bonhams conduct, or otherwise), and whether made before or has a disputes procedure in place after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this 11.2 Language agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless The Contract for Sale is published in both Chinese and Bonhams itself sells the Lot as principal) made as agent English. If there is any dispute in its interpretation, the on behalf of the Seller. English version will prevail. 2 PERFORMANCE OF THE CONTRACT FOR APPENDIX 2 SALE You undertake to us personally that you will observe **BUYER'S AGREEMENT** and comply with all your obligations and undertakings IMPORTANT: These terms may be changed in advance of the to the Seller under the Contract for Sale in respect of sale of the Lot to you, by the setting out of different terms in the the Lot. Catalogue for the Sale and/or by placing an insert in the Catalogue PAYMENT and/or by notices at the Sale venue and/or by oral announcements 3 before and during the Sale at the Sale venue. You should be alert 3.1 Unless agreed in writing between you and us or as to this possibility of changes and ask in advance of bidding if there otherwise set out in the Notice to Bidders, you must pay to us by not later than 4.30pm on the second have been any. working day following the Sale: THE CONTRACT 1.1 These terms govern the contract between Bonhams 3.1.1 The Purchase Price for the Lot: personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer. 3.1.2 A Buyer's Premium in accordance with the rates set out in the Notice to Bidders, and 12 The **Definitions and Glossary** contained in **Appendix** 3 to the Catalogue for the Sale are incorporated into 3.1.3 If the Lot is marked [AR], an Additional Premium which is this agreement and a separate copy can also be calculated and payable in accordance with the Notice provided by us on request. Where words and phrases to Bidders together with VAT on that sum if applicable which are defined in the List of Definitions are used in so that all sums due to us are cleared funds by the this agreement, they are printed in italics. Reference seventh working day after the Sale. is made in this agreement to information printed in the Notice to Bidders, printed at the beginning of the 32 You must also pay us on demand any Expenses Catalogue for the Sale, and where such information is payable pursuant to this agreement. referred to it is incorporated into this agreement. 3.3 All payments to us must be made in the currency in

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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

which the Sale was conducted, using, unless otherwise

agreed by us in writing, one of the methods of payment

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

set out in the Notice to Bidders. Our invoices will

will address the invoice to the principal.

Buyer's 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

without limitation"

References to the singular will include reference to the

10.9

- 3.4 Unless otherwise stated in this agreement all sums 4.7 You will I payable to us will be subject to the Tax at the appropriate rate and such Tax will be payable by you on all such sums. 4.7 You will I transport with all in the Lot.
- 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.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Brohams

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a stamped, paid invoice, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.
- 4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.

4.5

- Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.

- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including 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

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6.1

6.2

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7.1

7.1.3

7.1.5

7.1.6

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.

RESPONSIBILITY FOR THE LOT

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

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

FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

- If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Sellen):
- 7.1.1 to terminate this agreement immediately for your breach of contract:
- 7.1.2 to retain possession of the Lot;
 - 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;
 - 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;
 - 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 <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
7.1.8	to retain possession of any of your other property in	8.2	The discretion referred to in paragraph 8.1:
	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;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession
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		has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
7.1.10	by you under this agreement; on three months' written notice to sell, Without Reserve, any of your other property in our possession	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.
	or under our control for any purpose (including other	9	FORGERIES
	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; 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	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
7.1.11		9.2	Paragraph 9 applies only if:
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the Lot and that invoice has been paid; and
7.2	case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> . You agree to indemnify us against all legal and other	9.2.2	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
1.2	costs, all losses and all other expenses (whether or not		and the Sale, that the Lot is a rongery, and
	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	9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
	we become liable to pay the same until payment by you.	9.3	Paragraph 9 will not apply in respect of a Forgery if:
7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other	9.3.1	the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
	sums due to us.	9.3.2	it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until
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		after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
	Seller within 28 days of receipt by us of all such sums paid to us.	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a
8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT		Forgery.
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:	9.5	If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1)(b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, Tax and Expenses paid by you in respect of the Lot.
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	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
8.1.2	deliver the Lot to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.

injury caused by our negligence (or any person under 9.8 Paragraph 9 does not apply to a Lot made up of or our control or for whom we are legally responsible), or including a Chinese painting or Chinese paintings, a (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws motor vehicle or motor vehicles, a Stamp or Stamps or of Hong Kong), or (iv) any other liability to the extent the a Book or Books. same may not be excluded or restricted as a matter of 10 **OUR LIABILITY** law, or (v) under our undertaking in paragraph 9 of these 10.1 We will not be liable whether in negligence, other tort, conditions. breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 11 MISCELLANEOUS 284 of the Laws of Hong Kong) or in any other way 11 1 You may not assign either the benefit or burden of this for lack of conformity with or any inaccuracy, error, agreement. misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by 11.2 Our failure or delay in enforcing or exercising any power us or on our behalf or by or on behalf of the Seller or right under this agreement will not operate or be (whether made in writing, including in the Catalogue, deemed to operate as a waiver of our rights under it or on the Bonhams' Website, or orally, or by conduct except to the extent of any express waiver given to or otherwise) and whether made before or after this you in writing. Any such waiver will not affect our ability agreement or prior to or during the Sale. subsequently to enforce any right arising under this agreement. 10.2 11.3 If either party to this agreement is prevented from Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to performing that party's respective obligations under this agreement by circumstances beyond its reasonable exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other control or if performance of its obligations would by persons or things caused by: reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so 10.2.1 handling the Lot if it was affected at the time of sale long as such circumstances prevail, be required to to you by woodworm and any damage is caused as a perform such obligations. This paragraph does not result of it being affected by woodworm; or apply to the obligations imposed on you by paragraph 3. 10.2.2 11.4 Any notice or other communication to be given under changes in atmospheric pressure; nor will we be liable this agreement must be in writing and may be delivered by hand or sent by registered post or air mail or fax 10.2.3 damage to tension stringed musical instruments; or transmission (if to Bonhams marked for the attention of 10.2.4 damage to gilded picture frames, plaster picture the Company Secretary), to the address or fax number of the relevant party given in the Contract Form (unless frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice of any change of address is given in writing). notice to you in advance in any manner we think fit and It is the responsibility of the sender of the notice or we will be under no liability to you for doing so. communication to ensure that it is received in a legible form within any applicable time period. 10.3 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of 11.5 If any term or any part of any term of this agreement is Business reputation or for disruption to Business or held to be unenforceable or invalid, such unenforceability wasted time on the part of the Buyer's management or invalidity will not affect the enforceability and validity or staff or, if you are buying the Lot in the course of of the remaining terms or the remainder of the relevant a Business, for any indirect losses or consequential term. damages of any kind, irrespective in any case of the References in this agreement to Bonhams will, where nature, volume or source of the loss or damage alleged 11.6 to be suffered, and irrespective of whether the said loss appropriate, include reference to Bonhams' officers, or damage is caused by or claimed in respect of any employees and agents. negligence, other tort, breach of contract, statutory 11.7 The headings used in this agreement are for duty, bailee's duty, a restitutionary claim or otherwise. convenience only and will not affect its interpretation. 104 In any circumstances where we are liable to you in 11.8 In this agreement "including" means "including, without limitation". 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 11.9 References to the singular will include reference to the or contribution or for a restitutionary remedy or in any plural (and vice versa) and reference to any one gender way whatsoever, our liability will be limited to payment will include reference to the other genders. of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer's 11.10 Reference to a numbered paragraph is to a paragraph Premium (less any sum you maybe entitled to recover of this agreement. from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to 11.11 Save as expressly provided in paragraph 11.12 nothing be suffered or sum claimed as due, and irrespective in this agreement confers (or purports to confer) on any of whether the liability arises from negligence, other person who is not a party to this agreement any benefit tort, breach of contract, statutory duty, bailee's duty, a conferred by, or the right to enforce any term of, this restitutionary claim or otherwise. agreement. You may wish to protect yourself against loss by 11.12 Where this agreement confers an immunity from, and/ obtaining insurance. or an exclusion or restriction of, the responsibility and/ or liability of Bonhams, it will also operate in favour and 10.5 Nothing set out above will be construed as excluding for the benefit of Bonhams' holding company and the or restricting (whether directly or indirectly) any person's subsidiaries of such holding company and the successors

liability or excluding restricting any person's rights or

remedies in respect of (i) fraud, or (ii) death or personal

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.

12 GOVERNING LAW

12.1 **Law**

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

12.2 Language

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which 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 [Ath] which sells for a Hammer Price which together with the Buyer's Premium (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).
- "Auctioneer" the representative of Bonhams conducting the Sale.
 "Bidder" 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) 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 "your".

"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, 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 treaty).

GLOSSARY

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

"artist's resale right": the right of the creator of a work of art to receive a payment on sales of that work subsequent to the original sale of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

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

"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "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 Hong Kong)

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

"Section 14 Implied undertaking as to title etc.

(1) In every contract of sale, other than one to which subsection (2) applies, there is-

(a) an implied condition on the part of the seller that in the case of the sale, he has a right to sell the goods, and in the case of an agreement to sell, 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.

(2) In a contract of sale, in the case of which there appears from the contract or is to be inferred from the circumstances of the contract an intention that the seller should transfer only such title as he or a third person may have, there is-

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

(b) an implied warranty that neither-

(i) the seller; nor

(iii) 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,邦勒斯 或其職員乃代表賣家行動投入須於競投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 僅作為賣家的代現行事。除非邦瀚斯 作為主事人出售拍賣品,本公司代現行賣品所作的任何陳述或申述均為代表賣家作出而非代表公司作出,而任何銷售合約乃買家與賣家訂立而非與本公司訂立。倘若那瀚斯 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,或於拍賣會的确告或圖錄的插頁證明。

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工查閱該協議。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 現拍會品的顏色。

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 (如適用)、來源地、價值及估計售價(包括成交價)。對關于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 現品或具有滿意品質:拍賣品的內部可能無法查看,而可能並非原物或有損壞,例如為襁裡或物料所覆蓋。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 的杳驗。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. 拍賣品的説明及成交價估計

拍賣品的合約説明

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,僅為邦瀚財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要用。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宣閱的免費報告,賣家向閣下係為就沒載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。

曹家對閱下的青任

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杳驗、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,邦齡斯 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説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,閣下應查於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牌的大型牌子(「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

以郵遞或傳真方式競投

網上競投

有關如何在網上競投的詳情,請瀏覽本公司網站

诱過代理人競投

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披露其為代理或其主事人共同及個別向賣家及那數斯負責。

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,請細閱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條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載列不同的條款,及/或於 的實會之前或之上以口頭形式公佈。閣下預式意此等可能 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的開支。

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. 税項

買家支付的成交價及買家費用並不包括任何商品或服務税或其他税項(不論香港或其他地方是否徵收該等税項)。若根據香港法例或任何其他法例而須缴納該等稅項,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/本票:如閣下可提供適當身份證明,而這些資金源自您自己的帳戶,且本公司信納該匯票屬真實,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、錢幣以 外的方式付款:

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 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 幣兑換為港元後的金額,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:美國運通卡·Visa, Mastercard卡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,由於需要確認授權而造成延誤。

中國銀聯 (CUP) 借記卡: 如閣下使用中國銀聯借記卡 1,000,000港元之内将不收取附加費, 超過1,000,000港 元之後的餘額将收取2%的附加費。

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、 循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戶服務部門本前。

12. 出口/貿易限制

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合言等原素的物品。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

在任何情况下,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價 會的推行而須承擔責任,不論其是書賠償、彌價或責任 分擔,或復還補救責任或其他,本公司及/或責係 (倘若本公司及賣家均須負責,雙方聯同負責)將限於受 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失,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(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,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 大就上述而享有的權利或補救方法。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小時提供一份詳細的狀況報告。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. 書籍

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

17. 鐘錶

所有拍賣品均以拍賣時的「現況」」出售:對於鐘錶狀況並沒有提供任何指引,並不代表該拍賣品狀況良好、毫無缺陷,或未曾維修、修復。大部份鐘錶在其正常使用期內都曾維修,並或裝推非原裝的配件。此外,邦瀚斯並不表述或保證鐘錶都在正常運轉的狀態中。由於鐘錶通常包含精趣在雜華的機械裝置,競投人應當知悉鐘錶或需接受保人應當知悉勢力士、法穆蘭及崑崙等品牌的腕錶進口至美國是有嚴格限制的,或不能經船運而只能由個人帶進。是有嚴格限制的,或不能經船運而只能由個人帶進。

18. 珠寶

紅寶石及翡翠

產自緬甸的紅寶石及翡翠或不能進口美國。非產自緬甸的 紅寶石及翡翠在進口美國前需經過核證,買家有責任在付 運前取得所有相關及規定的進出口執照、證明書及文件。 買家未能成功將貨品運進美國,並不構成不付款或取消買 實的理由。因有關事宜所招致的額外費用,邦瀚斯概不負 書。

寶石

估計重量

如該寶石重量在本圖錄內文裡以大寫字母顯示,表明該寶 石未經鑲嵌,並且是由邦瀚斯稱重量的。如果該寶石的重 10. 「大約」表示,以及並非以大寫字母顯示,表明該 石由我們依據其鑲嵌形式評估,所列重量只是我們陳述的 意見而已。此資料只作為指引使用,競投人應當自行判別 該資料的準確度。

署名

1. 鑽石胸針,由辜青斯基製造

當製造者的名字出現在名稱裡,邦瀚斯認為該物件由該製造者製作。

2. 鑽石胸針,由辜青斯基署名

邦瀚斯認為有署名的該是真品,但可能包含非原裝的寶石,或該物件經過改動。

3 鑽石胸針, 由辜青斯基裝嵌

邦瀚斯認為物件由該珠寶商或寶石匠創作,但所用寶石或 設計是由客戶提供的。

19. 圖書

拍賣品圖錄詞彙解釋

以下詞彙在本圖錄裡有下列意義,但以銷售合約內跟拍賣 品説明相關的一般條文為準:

「四**薩諾**」:我們認為這是該藝術家的作品。倘若該藝術家的名字不詳,其姓氏後附有一串星號,不論前面有沒有 別出名字的首字母,表示依我們的意見這乃是該藝術家的 作品:

「**出自巴薩諾**」:我們認為這很可能是該藝術家的作品, 但其確定程度不如上一個類別那麼肯定:

「**巴薩諾畫室**/ 工作室」: 我們認為這是該藝術家畫室裡 不知名人士的作品,是否由該藝術家指導下創作則不能確 定:

「**巴薩諾圈子**」:我們認為這是由與該藝術家關係密切的 人士所創作,但不一定是其弟子:

「**巴薩諾追隨者**」:我們認為這是以該藝術家風格創作的 畫家的作品,屬當代或接近當代的,但不一定是其弟子:

「**巴薩諾風格**」: 我們認為這是該藝術家風格的、並且屬 較後期的作品:

「**仿巴薩諾**」:我們認為這是該藝術家某知名畫作的複製作品:

「由……署名及/或註上日期及/或題詞」:我們認為署名及/或日期及/或題詞出自該藝術家的手筆:

「載有……的署名及/或日期及/或題詞」:我們認為簽署及/或日期及/或題詞是由他人加上的。

20. 瓷器及玻璃

損毁及修復

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

21. 葡萄酒

凡在本公司總部拍賣場的以及需繳納增值税的拍賣品,或 不能立刻領取。

檢驗葡萄酒

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

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

洒塞與缺量

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

15年以下一瓶頸內或少於4厘米

15-30 年 - 瓶肩頂部 (ts) 或最多 5 厘米

30 年或以上-瓶肩高處 (hs) 或最多 6 厘米

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

批量購買的選擇

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

洒瓶細節及洒箱詞彙

本圖錄內下列詞彙有以下的意義:

CB - 酒莊瓶裝

DB — 葡萄園瓶裝

EstB - 莊園瓶裝

BB 一 波爾多瓶裝 BE 一 比利時瓶裝

FB - 法國瓶裝

GB — 德國瓶裝

OB — 奧波爾圖斯裝

UK — 英國瓶裝

owc — 原裝木箱

iwc — 獨立木箱

oc - 原裝紙板箱

符號

以下符號表明下列情況:

- Y 當出口這些物件至歐盟以外地方,將受瀕危野生動植物種國際貿易公約規限,請參閱第13條。
- ≈ 請注意,受最近立法影響,產自緬甸的紅寶石及翡翠 或不能進口美國。非產自緬甸的紅寶石及翡翠在進口 美國前需經過核證。
- 賣家獲邦瀚斯或第三方保證能取得拍賣品的最低價格。第三方或會因此提供一個不可撤銷的出價:如銷售成功,該第三方將可獲利,否則將有損失。

- ▲ 邦瀚斯全部或部份擁有該拍賣品,或以其他形式與其 經濟利益相關。
- 此拍賣品包含象牙或是象牙製品。美國政府已禁止象 牙製品入境。

22. 語言

本競投人通告以中英文刊載。如就詮譯本競投人通告有任何爭議,以英文條款為本。

保障資料 - 閣下資料的用途

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,而該等等產品及服務感更越來公司提供或本公司認為閣下可能對該等產品及服務感更越來有惠好。本公司可能向本集團日內有人與公司,定義見公司(指本公司的附屬公司、本本公司最終控股公司,定義見公司(指本公司的附屬公司,定義見二零零六年英國公司法第 1159 條及附屬公司,定義見二零零六年英國公司法第 1159 條及附屬公司,定義見二零零六年英國公司法第 1159 條及附屬公司,在義見二零零六年,被露閣下的資料。除此之可能不時向任何第三方披露閣下的資料,惟本公司,不可能感到越來,本來時向相關資料。本集團任何成員公司亦可以閣下的資料作類似用涂。本集團任何成員公司亦可以閣下的資料作類似用涂。

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條訂,修訂的方式可以是在圖錄載列不同的條款,及/或於 動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侶何修訂。

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

- 1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合 約。
- 1.2 圖錄內附錄三所載的釋義及詞彙已納入本銷售合約,邦瀚斯亦可應要求提供獨立的版本。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

或圖錄的插頁説明,則就本協議而言,邦瀚斯為 賣家。

1.4 拍賣人就閣下的出價落槌即表示成交時,本合約 即告成立。

2 曹家的承諾

- 2.1 賣家向閣下承諾:
- 2.1.1 賣家為拍賣品的擁有人或由擁有人正式授權出售 拍賣品:
- 2.1.2 除在圖錄內所載有關拍賣品的資料有披露以外, 賣家出售的拍賣品將附有全面所有權的保證,或 如果賣家為遺囑執行人、受託人、清盤人、接管 人或管理人,則他擁有因該身份而附於拍賣品的 任何權利,業權或權益。
- 2.1.3 除非賣家為遺囑執行人、受託人、清盤人、接管人或管理人,賣家在法律上有權出售拍賣品,及 能授予閣下安寧地享有對拍賣品的管有。
- 2.1.4 賣家已遵從任何與拍賣品進出口有關的所有規定 (不論是法律上或其他),拍賣品的所有關進出 口的稅及稅項均已繳付(除非圖錄內說明其未付 或拍賣人公佈其未付)。就賣家所悉,所有第三 方亦已在過往遵從該等規定;
- 2.1.5 除任何於拍賣會場地以公佈或通告,或以競投人通告,或以圖錄插頁形式指明的任何修改外,拍賣品與拍賣品的合約說明相應,即在圖錄內有關拍賣品的資料內以粗體刊載的部份(顏色除外),連同圖錄內拍賣品的照片,以及已向買家提供的任何狀況報告的內容。

3 拍賣品的説明

- 3.1 第 2.1.5 段載述何謂拍賣品的合約説明,尤其是拍賣品並非按圖錄內資料當串沒有以粗體刊載的內容出售,該等內容僅載述(代表賣品售出時所對拍賣品的意見,而並不構成拍賣品售出時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做計,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會之方。 一概不構成拍賣品售出時所按的領域,有關於,不論由或代表賣一級、或或那賴斯及是否於拍賣會之方。 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。
- 3.2 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可説 明或其任何成交價估計,賣家並無作出或發出亦 無同信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 等說明或戊交價估計一概不納入本銷售合約。
- 4 對用途的合適程度及令人滿意的品質
- 4.1 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。
- 4.2 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。

5 風險、產權及所有權

- 5.1 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函辦商另內人落 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,閣下須就拍賣品內 任何損傷、遺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 得仕數彌償。
- 5.2 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。

6 付款

- 6.1 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。

7 領取拍賣品

- 7.1 除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務斯管有,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,向賣家作出彌償。所有此等應付予賣家的款項均須於被要求時支付。

8 未有支付拍賣品的款項

8.1 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,按查打銀行(香港)有限公司不時的基本利率加5厘的年利率每日計息:
- 8.1.7 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;
- 8.1.8 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:
- 8.1.9 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,以及把因該或部份清價閣下欠負賣家或邦瀚斯的任何款項;因於清價。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貨品的銷售合約,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。
- 8.2 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 迫賣家作出彌 價,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。
- 8.3 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。

9 賣家的責任

- 9.1 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。
- 9.2 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説明相應的條 款而負責。

- 9.3 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,包括在個國域與如網站,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,出現不存色或不準確、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)。
- 9.4 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,亦一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索:
- 9.5 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、陳遠、或申述,其 就本協議或其履行而預對關下負責還補來,或 損害賠償、彌償或責任分擔,或限於支賴也任何形式, 其他任何形式,實所的責任將或說為損害賠償 不超過拍賣品買價的款項,不論該損失或源,亦不 論該等責任是責任、受託保管人責任、復還申索 或其他而產生。
- 9.6 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(ii) 因賣家疏忽(或因賣家所控制的任何人士或賣家在人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,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。

10 一般事項

- 10.1 閣下不得轉讓銷售合約的利益或須承擔的責任。
- 10.2 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。
- 10.3 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。
- 10.4 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(註明交公司發送 書收),由其轉交賣家;而就碼下而言, 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。

- 10.5 倘若銷售合約的任何條款或任何條款的任何部份 被裁定為不可強制執行或無效,則該等不可強制 執行或無效並不影響該合同其餘條款或有關條款 其餘部份的強制執行能力或有效性。
- 10.6 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。
- 10.7 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。
- 10.8 銷售合約內「包括」一詞指「包括,但不限於」。
- 10.9 單數詞語包括眾數詞語(反之亦然),任何一個 性別的詞語包括其他性別。
- 10.10 凡提述第某段,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,銷售合約概無賦予 (或表示賦予)非銷售合約訂約方的任何人士, 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,以及沖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

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。

11.2. 語言

本銷售合約以中英文刊載。如就詮譯本銷售合約 有任何爭議,以英文條款為本。

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同的條 款,及/或於圖錄加入插頁,及/或於拍賣會場地 上以通告,及/或於拍賣會之前或之上以口頭形式 公佈。閣下須注意此等可能修訂的情況,並於競投 前查詢是否有任何修訂。

1 合約

- 1.1 此等條款規管乃邦瀚斯個人與買家的合約,買家 即拍賣人落稅表示其投得拍賣品的人士。
- 1.2 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號。本協議提述刊印於拍賣會圖錄開始部份的競投人場告的資料,而該等被提述的資料已納入本協議。
- 1.3 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。

- 1.4 本公司乃作為賣家的代理行事,無須就賣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。
- 1.5 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。
- 1.6 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交價估完了。 家所作出的任何拍賣品的說明或其於圖份,不論其是以上,或以內一為作出或其此公分價估就於那緣的網站上,或以於行為作出或其此準確性或於邦瀚斯的網站上,或以於交價估計的網站上,或其此之。 有性,本公司一概不承諾之間,擔保不納入代表事實陳述。該等說明或成交價估計一概不納入代表事實陳述。可說或或或交價估計一概不到代惠事實陳述司司訴等說明或成交價估計,均是代賣不與本公司作出該等說明或成交價估計,均是代賣。而作出(邦瀚斯作為主事人出售拍賣品除外)。

2 履行銷售合約

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

3 付款

- 3.1 除非閣下與本公司另有書面協定或競投人通告另 有規定外,閣下最遲須於拍賣會後第二個工作日 下午四時三十分向本公司支付:
- 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
- 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。
- 3.2 根據本協議,閣下亦須應要求向本公司支付任何 開支。
- 3.3 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。
- 3.4 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。

- 3.5 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、 任何開支及税項以及任何赚得及/或產生的利 息,利益歸本公司,直至將款項付予賣家時止。
- 3.6 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 付買頭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。
- 3.7 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。

4 領取拍賣品

- 4.1 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放拍賣品。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。
- 4.2 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。
- 4.3 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。
- 4.4 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,代表閣下與賭存承辦商訂立合約(「儲存合約」),條數求提供副本)的標準條款及條件按弃賴斯當時與儲存承辦商協定(可應。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,該等储存費為本公司開支的一部份。
- 4.5 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。
- 4.6 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。
- 4.7 閣下須全面負責領取拍賣品時的包裝、處理及運輸,以及全面負責遵從與拍賣品有關的所有進出口規定。
- 4.8 倘閣下未有按照第4.2 段提走拍賣品,閣下須全面負責本公司涉及的任何搬運、儲存或其他收費 (按照本公司的目前收費率)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

6 對拍賣品的責任

- 6.1 待閣下向本公司支付買價後,拍賣品的所有權方 會移交閣下。然而,根據銷售合約,拍賣品的風 險則由閣下投得拍賣品之時起由閣下承擔。
- 6.2 閣下應於拍賣會後盡快為拍賣品投買保險。

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, 則本公司可付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 另行誦知閣下:
- 7.1.1 因閣下違反合約而即時終止本協議;
- 7.1.2 保留拍賣品的管有權;
- 7.1.3 遷移及/或儲存拍賣品,費用由閣下承擔;
- 7.1.4 就閣下所欠的任何款項(包括買價)及/或違約 的損害賠償,向閣下採取法律程序:
- 7.1.5 就任何應付款項(於頒布判決或命令之 前及之後)收取由應支付款項日期起至 實際付款日期止的利息,按渣打銀行 (香港)有限公司不時的基本借貸利率加5厘的 年利率每日計息;
- 7.1.6 取回並未成為閣下財產的拍賣品(或其任何部份) 管有權,就此而言,閣下謹此授予本公司不可撤 銷特許,准許本公司或其受僱人或代理於正常營 業時間進入閣下所有或任何物業(不論是否連同 汽車),以取得拍賣品(或其任何部份)的管有權:
- 7.1.7 在給予閣下三個月書面通知,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:
- 7.1.10 在給予三個月書面通知下,把本公司因任何目的 (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;

- 7.1.11 於日後拍賣會拒絕為閣下登記,或於日後任何拍 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。
- 7.2 就因本公司根據本第7段採取行動而招致的所有 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。
- 7.3 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。
- 7.4 本公司根據本第7段的權利出售任何拍賣品所收到的款項,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 其他人士就拍賣品的申索

- 8.1 倘本公司知悉除閣下及賣家外有人就拍賣品提出申家(或可合理地預期會提出申家),本公司有絕對酌情權決定以任何方式處理拍賣品,以確立本公司及其他涉及人士的合法權益及在法律上保障本公司的地位及合法權益。在不損害該酌情權的一般性原則下,並作為舉例,本公司可:
- 8.1.1 保留拍賣品以調查就拍賣品提出或本公司合理地 預期會提出的任何問題:及/或
- 8.1.2 向閣下以外的其他人士交付拍賣品;及/或
- 8.1.3 展開互爭權利訴訟或尋求任何法院、調解人、仲 裁人或政府機關的任何其他命令;及/或
- 8.1.4 就採取閣下同意的行動,要求閣下提供彌償保證 及/或抵押品。
- 8.2 第 8.1 段所述的酌情權:
- 8.2.1 可於本公司對拍賣品擁有實際或推定管有權時隨時行使,或倘若該管有權因法院、調解人、仲裁人或政府機關的任何裁決、命令或判決而終止,於該管有權終止後隨時行使:及
- 8.2.2 除非本公司相信該申索真正有希望成為有良好爭 辯理據的個案,否則不會行使。

- 9.1 本公司根據本第9段的條款就任何膺品承擔個人責任。
- 9.2 第9段僅於以下情況適用:

- 9.2.1 閣下為本公司就拍賣品發出原有發票的抬頭人, 10.2.2 大氣壓力改變; 而該發票已被支付:及
- 922 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,以書面涌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 9.2.3 公司,而拍賣品的狀況須與拍賣會時的狀況一樣, 並 連同證明拍賣品為膺品的書面證明,以及有關 拍賣會及拍賣品編號的資料以識別該拍賣品。
- 於下沭情況下,第9段不適用於膺品: 93
- 9.3.1 圖錄所載有關該拍賣品的資料已反映當時學者及 專家的公認意見,或已公平地指出該等意見有衝 突,或已反映公認為有關範疇主要專家在當時的 意見;或
- 9.3.2 僅可採用於刊印圖錄日期前一般不會採用的方法 才能確定拍賣品為膺品,或採用的確定方法在所 有情況下本公司若採用則屬不合理。
- 閣下授權本公司在絕對酌情權下決定採取本公司 9.4 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。
- 95 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、 税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 9.6 能將其轉讓。
- 9.7 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書、一 9.8 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。

10 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 10.1 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) 任何拍賣品説明或資料 或拍賣品的成交價估計,出現不符合或不準確、 錯誤、錯誤説明或遺漏,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 10.2 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詳 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已受到 蟲蛀,而任何損壞乃由於拍賣品受蟲蛀所導致; 或

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。
- 在任何情況下,倘若本公司就拍賣品,或任何就 10.4 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。

閣下官購買保險以保障閣下的損失。

上文所述不得解釋為排除或限制(不論直接或問 10.5 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,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救 方法。

11 一般事項

- 閣下不得轉讓本協議的利益或須承擔的責任。 11.1
- 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。
- 倘本協議任何一方,因在其合理控制範圍以外的 11.3 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,必須以書面形 114 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。

12 規管法律

12.1 法律

本協議下的所有交易以及所有有關事宜,均受香港法例規管並根據其解釋。

12.2 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,而該等等為別別下要求本公司提供或本公司認為閣下可能對該以了產品及服務感興趣。在開下在這方公司可能向本集團不任短方面。 中國公司,定義見二零零六年英國公司法第1159條及附屬公司,定義見二零零六年英國公司法第1159條及附屬公司、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,惟本公司可能以以外,也不會向任何第三方披露閣下的資料,惟本公司可以了能及明本本時向閣下提供我們相信閣下可能感興趣的第三方的資料服務的有關資料。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**」拍賣人落槌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),載有供那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

「合約説明」唯一的拍賣品説明(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。

「説明」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説明及圖示。

「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、圖錄及其他製作及説明、任何關税、宣傳、包裝或 運輸費用、轉載權費、税項、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、明源或成份方面進行欺騙的偽造品,而該應品於拍賣會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或修改(拍賣品不會因其損壞、及/或對其進損壞或修復或修改(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/或專門書藉拍賣會當中,根據買家協議內定立,由郵票或書藉組成的拍賣品。

「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」成交價與成交價的税項相加的總數。

「**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為其代理事(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。

「税項」指香港政府所實施不時適用的所有税項、收費、關税、費用、徵費或其他評税,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、貨物税、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)

詞量

以下詞句有特定法律涵義,而閣下可能對該等涵義並不熟悉。下列詞彙乃為協助閣下了解該等詞句,惟無意就此而限制其法律上的涵義:

「藝術家轉售權」: 按二零零六年藝術家轉售權規例的規定,藝術品作者於原出售該作品後, 就出售該作品而收取款項的權利。

「受託保管人」: 貨品所交託的人士。

「彌償保證」: 為保證使該彌償保證受益人回復其猶如導致須予彌償的情況並無發生時所處狀況的責任,「彌償」 一詞亦按此解釋。

「**互爭權利訴訟**」: 由法院裁定拍賣品擁有權誰屬的訴訟。

「投得」: 拍賣品售予一名競投人之時,於拍賣會上以落 槌表示。

「留置權」: 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

- (1) 除第(2)款適用的售賣合約外,每份售賣合約均有一
 - (a) 一項賣方須符合的隱含條件:如該合約是一宗售賣,他有權售賣有關貨品,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。
- (2) 如售賣合約所顯示或從合約的情況所推定的意向,是 賣方只轉讓其本身的所有權或第三者的所有權,則合 約中有一
 - (a) 一項隱含的保證條款: 賣方所知但不為買方所知的所有押記或產權負擔,在合約訂立前已向買方披露:
 - (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。

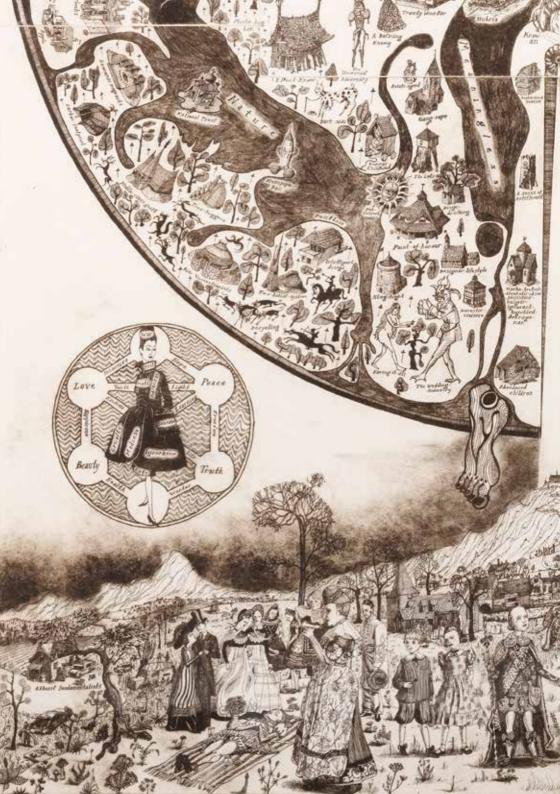
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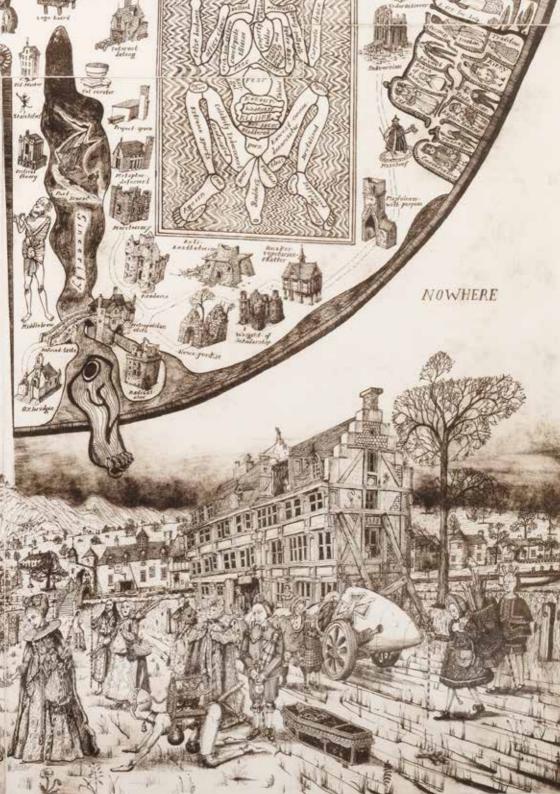
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consent(s) you may	have given at the ti	me your	Company name (to be invoiced if applicable)					
can be found on ou	closed). A copy of our website (www.bor	nhams.com) or	Address			Т		
101 New Bond Stre	from Customer Serveet, London W1S 19	SR United						
	ail from info@bonha	ams.com.	City	County / State	County / State			
There is no surcharge	for payments made	by debit cards	Post / Zip code	Country	Country			
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If successful I will collect the purchases myself Please contact me with a shipping quote (if applicable)			If registered for VAT in the EU please enter your registration here	Please tick if you have registered with us before				
(ii applicable)			Please note that all telephone calls are recorded.					
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^{*}Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding. NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form. Please email or fax the completed Auction Registration form and requested information to:

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