







SALE SPECIALISTS AND REPRESENTATIVES

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Giacomo Balsamo Department Director London



Emma Sykes Specialist Bath



Aude Louis Specialist Paris

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Summer Fang Representative Taipei



Jessica Zhang Representative Beijing



Amy Lawch Representative Texas



Amy Corcoran Representative New England

RITUAL + CULTURE: FINE SOUTHEAST ASIAN ARTS

儀式 + 文化: 東南亞藝術之美

Thursday 29 March 2018 at 4pm 2018年3月29日 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 Wednesday 28 March. 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

24934

ILLUSTRATIONS

Front cover: Lot 51 Inside front cover (left): Lot 50 Inside front cover (middle): Lot 46 Inside front cover (right): Lot 8 Inside back cover: Lot 28 Back cover: Lots 18 and 21

VIEWING HONG KONG

Friday 23 March, 11am to 7pm Saturday 24 March, 11am to 7pm Sunday 25 March, 11am to 7pm Monday 26 March, 11am to 7pm Tuesday 27 March, 11am to 7pm Wednesday 28 March, 11am to 4pm Thursday 29 March, 11am to 4pm

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

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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

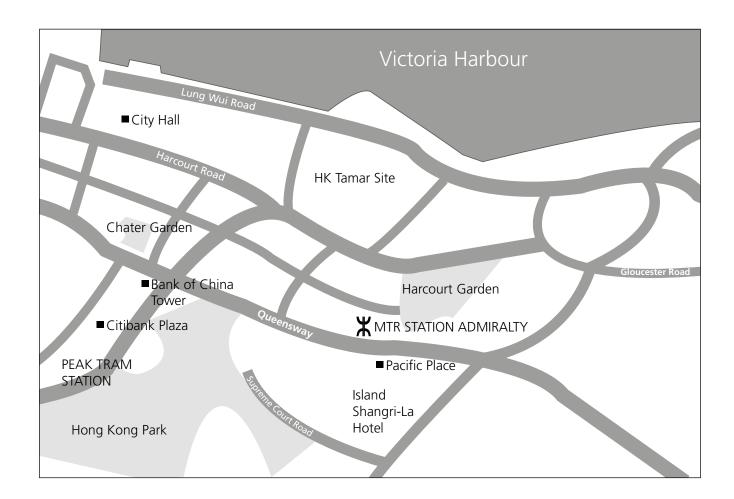
請注意:本目錄並無説明任何拍賣品之狀況。按照本目錄後部份所載之「競投人通告第15條」,準買家必須於拍賣前親自確定拍賣品之狀況。純為方便準買家,本公司如在拍完開始前至4小時做到準買家的要求,未況報告同時可於本公司網頁下載。該報告同時可於本公司網頁下載。該報告是依據「競投人通告」之「附錄二第1.6條」提供。

Bonhams (Hong Kong) Ltd. Trading O ice Suite 2001, One Pacific Place 88 Queensway Admiralty Hong Kong

Bonhams International Board Robert Brooks Co-Chairman, Malcolm Barber Co-Chairman, Colin Sheaf Deputy Chairman,

Matthew Girling CEO, Patrick Meade Group Vice Chairman, Jon Baddeley, Rupert Banner, Geoffrey Davies, Jonathan Fairhurst, Asaph Hyman, James Knight, Caroline Oliphant, Edward Wilkinson, Leslie Wright. Bonhams (Hong Kong) Limited Directors

Colin Sheaf, Chairman, Asia Edward Wilkinson, Executive Director, Asia Malcolm Barber, Matthew Girling Dessa Goddard, Asaph Hyman, Graeme Thompson, Xibo Wang.



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

SALE INFORMATION

AFTER SALE COLLECTION

All sold lots will be available for collection after 10am on 30 March from: Bonhams Hong Kong Limited Suite 2001, One Pacific Place 88 Queensway, Admiralty Hong Kong

SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact info.hk@bonhams.com

Tel: +852 2918 4321 Fax: +852 2918 4320

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2018年3月30日上午十時後提貨。提貨地址如下:

香港邦瀚斯

香港金鐘道88號太古廣場1期2001室

運輸事宜

有關運輸費用、出口證等事宜的查詢,請聯繫info.hk@bonhams.com。

Tel: +852 2918 4321 Fax: +852 2918 4320

存放費用

拍賣結束一個月後每件拍賣品每月將向賣家徵收 存放費用800港元。

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 licence 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, 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 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.

付款

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時請於拍賣會後第二個工作天的下午四點半前付款,如買家希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報確保於依然適用。在競投之前,種方式付款。除事所雙方有協議外,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:

所有香港銀行及其分行的港幣個人支票: 提取拍賣品前,所有支票必須已全部過帳。 支票的抬頭人請寫上

[Bonhams (Hong Kong) Ltd - Client A/C]

銀行匯票:在確認有效身份證明及匯票後,買家可立刻提取所購之拍賣品

現金:如所購得的拍賣品總值不超過HK\$80,000,買家可以現金港幣(不接受其他貨幣)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,必須以現金以外的方式支付。

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。 Our Client Account details are as follows: 客戶賬戶詳情如下:

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

Account Number 賬戶號碼 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;

Credit cards: American Express, Visa and Mastercard only. There is a HK\$50,000 limit on payment value.

Payment by telephone may also be accepted up to HK\$50,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

China Union Pay (CUP) Debit Card: No surcharge on the first HK\$1,000,000 2% surcharge on the balance over HK\$1.000.000

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

如果閣下通過銀行轉賬付款,我們所收的款額 經扣除任何銀行費用,以及/或者款項經兑換成 港幣後,必須不少於如發票所列的應付款額。

由香港銀行發出的扣賬卡:以此方法付款,將 不收取額外的費用

信用卡:美國運通卡・Visa, Mastercard卡及中國銀聯信用卡均可使用。請注意,以信用卡付款的話,本公司每次拍賣接受總數不超過HK\$50,000。如所購得的拍賣品總值超過HK\$50,000,閣下可使用匯款或以上提及的方式支付。在符合我們的規定下,如要以通賣接受的總數不超過HK\$50,000,但此方式不適用於第一次成功競拍的買家。

中國銀聯 (CUP) 借記卡:如閣下使用中國銀聯卡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。

NOTICE TO BIDDERS

This notice is addressed by Bonhams to any person who may be interested in a Lot, including Bidders and potential Bidders (including any eventual Buyer of the Lot). For ease of reference we refer to such persons as "Bidders" or "you". Our List of Definitions and Glossary is incorporated into this Notice to Bidders. It is at Appendix 3 at the back of the Catalogue. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in Italics.

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

1. OUR ROLE

In its role as auctioneer of Lots, Bonhams acts solely for and in the interests of the Seller. Bonhams' job is to sell the Lot at the highest price obtainable at the Sale to a Bidder. Bonhams does not act for Buyers or Bidders 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 Estimate.

The Buyer will be the Bidder who makes the highest bid acceptable to the Auctioneer for any Lot (subject to any applicable Reserve) to whom the Lot is knocked down by the Auctioneer at the striking of the Auctioneer's hammer. Any dispute as to the highest acceptable bid will be settled by the Auctioneer in his absolute discretion.

All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*.

An electronic currency converter may be used at the Sale. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter.

We hereby give you notice that we may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*.

At some Sales, for example, jewellery Sales, we may use screens on which images of the Lots will be projected. This service is provided to assist viewing at the Sale. The image on the screen should be treated as an indication only of the current Lot. It should be noted that all bids tendered will relate to the actual Lot number announced by the Auctioneer. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

We do not accept bids from any person who has not completed and delivered to us one of our *Bidding Forms*, either our *Bidder Registration Form*, Absentee and Telephone Bidding Form before the Sale. You may be asked for proof of identity, residence, financial details and references, which, if asked for, you must supply if your bids are to be accepted by us. Please bring your passport, Hong Kong Identity Card (or similar photo proof of identity) and a debit or credit card. We may request a deposit from you before allowing you to bid.

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

Bidding in person

You should come to our *Bidder* registration desk at the *Sale* venue and fill out a *Bidder* Registration Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as "paddle bidding". You

will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the Sale. Should you be a successful Bidder you will need to ensure that your number can be clearly seen by the Auctioneer and that it is your number which is identified as the Buver'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 Buver and will be liable to pay the Hammer Price and Buyer's Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our Conditions of Business and contact our Customer Services Department for further details.

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

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

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

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

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

For this Sale the following rates of Buyer's Premium will be payable by Buyers on each lot purchased: 25% up to HK\$2,000,000 of the Hammer Price 20% from HK\$2,000,001 to 30,000,000 of the Hammer Price 12.5% from HK\$30,000,001 of the Hammer Price

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.

Bonhams' preferred payment method is by bank transfer

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

Bank · **HSBC** Head Office Address:

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

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

Bankers draft cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, and that the funds have originated from your own account, we will allow you to collect your purchases immediately;

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

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

Credit cards: American Express, Visa and Mastercard only. There is a HK\$50,000 limit on payment value if payment is made in person.

Payment by telephone may also be accepted up to HK\$50,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

China UnionPay (CUP) debit cards: 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.

It maybe advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

The Buver of a Lot will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the Buyer). Details relating to the collection of a Lot, the storage of a Lot and our Storage Contractor after the Sale are set out in the Buyer's Agreement as set out in Appendix 2 of the Catalogue.

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

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

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

13. CITES REGULATIONS

Buyers are advised to check the regulations applicable to Hong Kong exportation and overseas importation when exporting any goods from Hong Kong to the place of importation. Buyers should also be aware that the export from Hong Kong of any items made of or incorporating ivory, whalebone, tortoiseshell, rhinoceros horn, coral and other restricted materials is prohibited unless a CITES export licence is obtained from the Agriculture, Fisheries and Conservation Department of Hong Kong. A period of 8 weeks may be required for the purposes of obtaining such export licence.

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable 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 our liability 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

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 retreatment 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

 $\it Lots$ which are lying under Bond and those liable to $\it VAT$ 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

EstB – Estate bottled

BB - Bordeaux bottled

BE - Belgian bottled FB - French bottled

GB - German bottled

OB - Oporto bottled

UK - United Kingdom bottled

owc- original wooden case

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.

 The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who
- may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.

 **Bonhams owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Φ 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.

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

1 THE CONTRACT

- 1.1 These terms govern the Contract for Sale of the Lot by the Seller to the Buyer.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the Catalogue are incorporated into this Contract for Sale and a separate copy can also be provided by Bonhams on request. Where words and phrases are used which are in the List of Definitions in it, they are printed in italics.
- 1.3 Seller sells the Lot as the principal to the Contract for Sale, such contract being made between the Seller and you through Bonhams which acts in the sole capacity as the Seller's agent and not as an additional principal. However, if the Catalogue states that Bonhams sells the Lot as principal, or such a statement is made by an announcement by the Auctioneer, or by a notice at the Sale, or an insert in the Catalogue, then Bonhams is the Seller for the purposes of this agreement.
- 1.4 The contract is made on the striking of the Auctioneer's hammer in respect of the Lot when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

- 2.1 The Seller undertakes to you that:
- 2.1.1 The Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;
- 2.1.2 save as disclosed in the Entry for the Lot in the Catalogue, the Seller sells the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot.
- 2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot
- 2.1.4 the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and Taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past:
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the Sale venue or by the Notice to Bidders or by an insert in the Catalogue, the Lot corresponds with the Contractual Description of the Lot, being that part of the Entry about the Lot in the Catalogue which is in bold letters and (except for colour) with any photograph of the Lot in the Catalogue and the contents of any Condition Report which has been provided to the Buyer.

3 DESCRIPTIONS OF THE LOT 3.1 Paragraph 2.1.5 sets out what is

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

Except as provided in paragraph 2.1.5, the Seller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by or on behalf of the Seller including by Bonhams. No such Description or Estimate is incorporated into this Contract for Sale.

FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

RISK, PROPERTY AND TITLE

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

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

PAYMENT

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

Time will be of the essence in relation to payment of the Purchase Price and all other sums payable by you to Bonhams. Unless agreed in writing with you by Bonhams on the Seller's behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to Bonhams by you in the currency in which the Sale was conducted by not later than 4.30pm on the second working day following the Sale and you must ensure that the funds are cleared by the seventh working day after the Sale. Payment must be made to Bonhams by one of the methods stated in the Notice to Bidders unless otherwise agreed with you in writing by Bonhams. If you do not pay any sums due in accordance with this paragraph, the Seller will have the rights set out in paragraph 8 below.

COLLECTION OF THE LOT

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

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

You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

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

FAILURE TO PAY FOR THE LOT

If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):

8.1.1 to terminate immediately the *Contract* for *Sale* of the *Lot* for your breach of contract;

to re-sell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;

to retain possession of the Lot;

to remove and store the Lot at your expense;

8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;

to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

to repossess the Lot (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;

to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;

to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and

8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.

You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.

8.3 On any re-sale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

THE SELLER'S LIABILITY

8.2

9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.

9.2 Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) or otherwise.

9.3 The Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.

The Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;

In any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.

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 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.

10 MISCELLANEOUS 10.1 You may not assign 6

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

The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.

If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed c/o Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant

10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.

10.7 The headings used in the Contract for Sale are for convenience only and will not affect its interpretation.

10.8 In the Contract for Sale "including" means "including, without limitation".

References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.

10.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale

Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assignees of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to avail itself of the same relevant right at law.

11 GOVERNING LAW AND DISPUTE RESOLUTION

11.1 Lav

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

11.2 Language

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

APPENDIX 2

BUYER'S AGREEMENT

IMPORTANT: These terms may be changed in advance of the sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

THE CONTRACT

1.1 These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.

1.2 The **Definitions and Glossary** contained in **Appendix 3** to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed at the beginning of the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.

1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you and at that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.

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

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Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:

we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;

subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;

we will provide a guarantee in the terms set out in paragraph 9.

We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller.

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2	PERFORMANCE OF THE CONTRACT FOR SALE You undertake to us personally that you will observe and comply with all your obligations and undertakings to the Seller under the Contract for Sale in respect of the Lot.		premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.	7.1.6	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 <i>Lot</i> (or any part thereof) which has not become your property, and for this
3 3.1	PAYMENT Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i> , you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i> :	4.5	Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i> .		purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;
3.1.1	The Purchase Price for the Lot;	4.6	You undertake to comply with the terms of any	7.1.7	to sell the Lot Without Reserve by auction, private treaty or any other means on giving you
3.1.2	A Buyer's Premium in accordance with the rates set out in the Notice to Bidders on each lot, and		Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You		three months written notice of our intention to do so;
3.1.3	If the Lot is marked [A ^{SI}], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day		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.	7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>sale</i>) until all sums due to us have been paid in full;
	after the Sale.	4.7	You will be wholly responsible for packing, handling and transport of the Lot on collection	7.1.9	to apply any monies received from you for any purpose whether at the time of your default
3.2	You must also pay us on demand any Expenses payable pursuant to this agreement.		and for complying with all import or export regulations in connection with the <i>Lot</i> .		or at any time there after in payment or part payment of any sums due to us by you under this agreement;
3.3	All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.	4.8 5	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.	7.1.10 7.1.11	on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us; refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or
3.4	Unless otherwise stated in this agreement all sums payable to us will be subject to the Tax at the appropriate rate and such Tax will be payable by you on all such sums.		We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) and, subject to paragraphs 6 and 10, to be responsible as <i>bailee</i> to you		to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
3.5	We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer</i> 's <i>Premium</i> , the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i> , any <i>Expenses</i> and Tax and any interest earned and/or incurred until payment to the <i>Seller</i> .		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	7.2	You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon
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.		location, the details of which will usually be set out in the <i>Notice to Bidders</i> . If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly		(after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
3.7	Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly prorata to pay all amounts due to <i>Bonhams</i> .	6 6.1	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	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
4 4.1	COLLECTION OF THE LOT Subject to any power of the Seller or us to refuse to release the Lot to you, once you		to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passed to you when it was knocked down to you.		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 sums due to us.
	have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a stamped, paid invoice, obtained from our cashier's office.	6.2 7	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	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.
4.2	You must collect and remove the Lot at your	7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not	8	CLAIMS BY OTHER PERSONS IN RESPECT
	own expense by the date and time specified in the <i>Notice to Bidders</i> , or if no date is specified by 4.30pm on the seventh day after the <i>Sale</i> .		removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights	8.1	OF THE LOT Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other
4.3	For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.	7.1.1 7.1.2 7.1.3	(without prejudice to any rights we may exercise on behalf of the Seller): to terminate this agreement immediately for your breach of contract; to retain possession of the Lot; to remove, and/or store the Lot at your expense;		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:
4.4	If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i> , you authorise	7.1.4	to take legal proceedings against you for payment of any sums payable to us by you	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
	us, acting as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage		(including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.2	deliver the Lot to a person other than you; and/or
	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	7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
			2 2		

8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.		or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the	11.3	If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances
8.2	The discretion referred to in paragraph 8.1:		Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or		beyond its reasonable control or if performance of its obligations would by reason of such
8.2.1	may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale. Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation		circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good		to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:	11.4	Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by registered post
	arguable case in favour of the claim.	10.2.1	handling the Lot if it was affected at the time		or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company
9 9.1	FORGERIES We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.		of sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or		Secretary), to the address or fax number of the relevant party given in the Contract Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of
9.2	Paragraph 9 applies only if:	10.2.2	changes in atmospheric pressure; nor will we be liable for:		the notice or communication to ensure that it is received in a legible form within any applicable
9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been	10.2.3	damage to tension stringed musical instruments; or	11.5	time period. If any term or any part of any term of this
9.2.2	paid; and you notify us in writing as soon as reasonably practicable after you have become aware that	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner		agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
	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	10.0	we think fit and we will be under no liability to you for doing so.	11.6	References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to
9.2.3	within one month after such notification has	10.3	We will not be liable to you for any loss of Business, Business profits, revenue or income		Bonhams' officers, employees and agents.
	been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot		or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any	11.7	The headings used in this agreement are for convenience only and will not affect its interpretation. In this agreement "including" means "including,
	number sufficient to identify the Lot.		indirect losses or consequential damages of any kind, irrespective in any case of the nature,		without limitation".
9.3	Paragraph 9 will not apply in respect of a Forgery if:		volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or <i>damage</i> is caused by or claimed	11.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other
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		in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.10	genders. Reference to a numbered paragraph is to a
	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	10.4	In any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission,	11.11	paragraph of this agreement. Save as expressly provided in paragraph 11.12
9.3.2	in the relevant field; or it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally		statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever.		nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
	accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the		our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus	11.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the
9.4	circumstances for us to have employed. You authorise us to carry out such processes		Buyer's Premium (less any sum you maybe entitled to recover from the Seller) irrespective in any case of the nature, volume or source of		responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> ' holding company and the subsidiaries of such
	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 <i>Forgery</i> .		any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a		holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail
9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question		restitutionary claim or otherwise. You may wish to protect yourself against loss by	12	itself of the same relevant right at law. GOVERNING LAW
	to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of	10.5	obtaining insurance. Nothing set out above will be construed as	12.1	Law All transactions to which this agreement applies
	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		excluding or restricting (whether directly or indirectly) any person's liability or excluding restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person		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.
	respect of the Lot.		under our control or for whom we are legally responsible), or (iii) acts or omissions for which	12.2	Language
9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.		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		The Buyer's Agreement is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.
9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.		same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	As a resul	OTECTION - USE OF YOUR INFORMATION It of the services provided by us, we obtain personal
9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese	11 11.1	MISCELLANEOUS You may not assign either the benefit or burden	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.	

of this agreement.

11.2

Our failure or delay in enforcing or exercising

any power or right under this agreement will not

of our rights under it except to the extent of any

express waiver given to you in writing. Any such

waiver will not affect our ability subsequently to enforce any right arising under this agreement.

operate or be deemed to operate as a waiver

We may use your data to notify you about changes to our

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).

services and to provide you with information about products

Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription

paintings, a motor vehicle or motor vehicles, a

Stamp or Stamps or a Book or Books.

We will not be liable whether in negligence,

other tort, breach of contract or statutory duty

or in restitution or under the Misrepresentation

OUR LIABILITY

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10.1

Subject to this, we will not disclose your data to any third party but we may from time to time provide you with information about goods and services provided by third parties which we feel may be of interest to you. Any member of our group may use your data for similar purposes.

We will keep your data for a period of five years from the date of your last contact with us so as to simplify any future registration. The data may be transferred to and stored outside Hong Kong and you agree to this transfer.

You have the right to request us not to use your information for these purposes by contacting Bonhams (Hong Kong) Limited at Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom (which for the purpose of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) is the data user) or by e-mail at client.services@ bonhams.com.

APPENDIX 3

DEFINITIONS and GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

"Additional Premium" a premium, calculated in accordance with the Notice to Bidders, to cover Bonhams' expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the Buyer to Bonhams on any Lot marked [AR] which sells for a Hammer Price which together with the Buyer's Premium (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

"Auctioneer" the representative of Bonhams conducting the 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 or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the description of the Lot.

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

"Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Austinger.

"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, fees,

levies or other assessments.

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

"Trust Account" the bank account of Bonhams into which all relevant sums received in respect of the Purchase Price of any Lot will be paid, such account to be a distinct and separate account to Bonhams' normal business bank account.

"Website" Bonhams website at www.bonhams.com

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

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

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

(ii) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person; nor

(iii) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made, will disturb the buyer's quiet possession of the goods.

競投人通告

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

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

重要事項:有關拍賣會的額外資料可載於拍賣會的 圖錄、圖錄的插頁及/或於拍賣會場地展示的通 告,閣下亦須參閱該等資料。本公司亦可於拍賣會 前或於拍賣會上以口頭形式發出會樂拍賣會公 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。那瀚斯 的職賣為於拍賣會以可從競投人取得的最高。那瀚斯 的職賣品。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使意見。邦瀚斯或其職員就拍賣品作出陳述或若邦瀚斯提供有關拍賣品的狀況報告時,邦瀚斯或其職員乃代表賣家的買家或競投人須於競投前尋求並取得有關拍賣品及其價值的獨立意見。

賣家已授權邦瀚斯 作為其代理及其代表出售拍賣品,除非本公司明確表示並非如此,邦瀚斯 僅作為賣家的代理行事。除非邦瀚斯 作為主事人出售拍賣品,本公司就拍賣品所作的任何陳述或申述均為於表賣家作出而非代表本公司作出,而任何銷售合約乃買家與賣家訂立而非與本公司訂立。倘若邦瀚斯作為主事人出售拍賣品,本公司會就此情況於圖錄內說明或由拍賣人作出公佈,或於拍賣會的通告或圖錄的插頁說明。

邦瀚斯 毋須對閣下承擔亦概無向閣下承諾或同意任何合約或侵權法下的義務或責任(不論直接、間接、明示、暗示或以其他方式)。在閣下成功投得並購買拍賣品時,邦瀚斯會在其時與買家訂立協議,該合約的條款載於買賣協議,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説明所規限下(見下文第3段),拍賣品乃以其「現況」售予買家,附有各種瑕疵及缺點。在圖錄內並無就拍賣品的任何瑕疵、損壞或修復提供指引。請參考第15段。

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

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

電子或機械部件或會不能操作或並不符合現時的法 定要求。閣下不應假設其設計為使用主電源的電器 物品乃適合接上主電源,閣下應在得到合格電工報 告其適合使用主電源後,方可將其接上主電源。不 適合接上電源的物品乃僅作為擺設物品出售。

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

任何人士損毀拍賣品須承擔所導致的損失。

3. 拍賣品的説明及成交價估計

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,僅為邦瀚斯代表賣家就拍賣品 提體的意見,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 付到或買家費用。拍賣品實際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,則邦瀚斯會免費化賣家提供該報告。邦瀚斯並不就該狀況報告時閣下訂立合約,因此,邦瀚斯並不就該報告內閣等指行事家追問的免費報告,賣家向閣下作為競投人亦不承擔內意承擔任何義務或責任。然而,狀況明一部有關拍賣品的書面說明構成拍賣品的合約說明向資家乃根據合約說明向買家別售拍賣品。

賣家對閣下的責任

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

邦瀚斯 對閣下的責任

如閣下擬查看拍賣品,閣下會獲得有關安排。有關 拍賣品的銷售合約乃與賣家訂立而非邦瀚斯:邦瀚 斯 僅作為賣家的代理行事(邦瀚斯作為主事人出售 拍賣品除外)。

邦瀚斯 概不向閣下承擔任何對於每件拍賣品進行查 驗、調查或任何測試(足夠深入或完全不進行), 以確定邦瀚斯或代表邦瀚斯的任何人士在圖錄內或 其他地方作出的任何説明或意見的準確性或其他 的責任。

閣下不應假定已經進行該等查驗、調查或測試。

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

邦瀚斯 或其代表以任何形式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。否 可可全權決定銷售所得款項、任何投賣公司 於拍賣會、拍賣會進行的方式,以及 我們選擇的任何次序進行拍賣、而不論圖錄內所 載的拍賣品編號。因此,閣下應查核拍賣會的日期 及開始時間,有拍賣品撤銷或有新加入的拍賣 品。請注意有拍賣品物拍內可能影響閣 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反 本公司的競投表格,競投人登記表格或缺席者及電 記競投表格的。不則本公司不會接受其出價。料及 司可要求閣下提供有關身份、住址、財務資料及證 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 打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」。閣下會獲發一個註音號碼的大型牌子(「號牌」),閣下會價閣下於拍賣會競投。要成功投得拍賣品,閣下與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應將號牌轉交任何其他人士使用。發票一經發出後將不爭改。

若對於成交價或閣下是否成功投得某項拍賣品有 任何疑問,閣下必須於下一項拍賣品競投前向拍 賣人提出。拍賣人的決定得視為最終及不可推翻 的決定。 拍賣會結束後,或閣下完成競投後,請把號牌交回 競投人登記櫃檯。

電話競投

若閣下擬用電話於拍賣會競投,請填妥缺席者及電話競投表格,該表格可於本公司辦事處索取或附於圖錄內。請於拍賣會的辦事處。閣下負責宣在核內內。請於拍賣會的辦事處。閣下負負責宣話結門。 可的競投辦事處是否已收到閣下的出價。配前情是與可能被錄音。電話競投辦法為一項視情況的指賣會於的服務,並非所有拍賣配均可採用。若於到于擾時無法聯絡閣下,或競投時電話接駁受到干擾,有明進一步詳情請與我們聯絡。

以郵遞或傳真方式競投

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

網上競投

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

透過代理人競投

本公司會接受代表競投表格所示主事人作出的出價,惟本公司有權拒絕代表主事人的代理作出的出價,並可能要求主事人以書面形式確認代理獲授權出價。儘管如此,正如競投表格所述,任何作為他人代理的人士(不論他是否已披露其為代理或其主事人的身份),須就其獲接納的出價而根據因此而產生的合約與主事人共同及個別向賣家及邦瀚斯負責。

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內。若閣下為成功競投人,請細閱本圖錄影等協議的於數。本公司可於訂第公議的條訂其中一份或同時的條款,修可以是在圖錄載列不同的條款,及/或於圖賣的場份,或於拍賣會場地以通告,及/或於拍賣會場地次通告,下須注意此等可能修訂的情況,並於競投前查詢是否有任何修訂。

7. 買家費用及買家須支付的其他收費

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

買家須就本次拍賣會所購買的每件拍賣品按以下費率支付買家費用:

成交價首2,000,000港元的25%

成交價2,000,001 - 30,000,000港元或以上部分的20% 成交價30,000,001港元或以上部分的12.5%

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 繳納該等税項,買家須單獨負責按有關法例規定的 税率及時間繳付該等税項,或如該等税項須由本公 司繳付,則本公司可把該等税項加於買家須支付 的買價。

9. 付款

概不接受。

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家及買家費用(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)。非難斯保留於任何時間更改付款條款的權利。除計本公司事先同意,由登記買家以外的任何人士付款

邦瀚斯首選的付款方式是通過銀行匯款:

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。

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, 閣下可以使用鈔票、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。

由香港銀行發出的扣賬卡 (易辦事):以此等卡支付將不會收取附加費。

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。

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。

信用卡:美國運通卡·Visa, Mastercard卡及中國 銀聯信用卡均可使用。請注意,以信用卡付款的 話·本公司每次拍賣接受總數不超過HK\$50,000。 如所購得的拍賣品總值超過HK\$50,000 · 閣下可使 用匯款或以上提及的方式支付。 在符合我們的規定下,如要以通過電話的形式以信用卡支付,本公司每次拍賣接受的總數不超過 HK\$50,000,但此方式不適用於第一次成功競拍 的買家。

10. 領取及儲存

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

11. 運輸

有關這方面的問題,請向本公司負責拍賣會的客戶 服務部門查詢。

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、犀牛內、珊瑚及其他受限制物品所做成的物品或包含該等原素的物品。辦理該等出口證可能需時八個星期。

請注意在圖錄內拍賣品編號旁附有Y的拍賣品包含 一個或多個上述的限制物品。但沒有附有Y字母的,並不自動地表示拍賣品不受CITES規例所限。 本公司建議買家在出價前從有關監管機構取得關於 進出口管制的資料、規定及費用。

14. 賣家及/ 或邦瀚斯的責任

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,或排除或限制任何人士就東諾,而有的權利或補救方法。此段同樣適用於賣水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

如上文所述,拍賣品乃以其「現況」售予買家,附 有以下拍賣品説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,並或裝進非原裝的配 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細而複雜的機械 装置,競投人應當知悉鐘錶或需接受保養、更換電 池或進行維修,以上全是買家的責任。競投人應當 知悉勞力士、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

18. 珠寶

寶石

根據以往經驗,很多寶石都經過一系列的處理去提 升外觀。藍寶石及紅寶石慣常會作加熱處理以改良 色澤及清晰度;為了類似原因,綠寶石會經過油或 樹脂的處理。其他寶石則會經過如染色、輻照或鍍 膜等的處理。此等處理有些是永久的,有些則隨著 年月需要不斷維護以保持其外觀。競投人應當知悉 估計拍賣品的成交價時,已假設寶石或接受過該等 處理。有數家鑑定所可發出説明更詳盡的證書;但 就某件寶石所接受的處理與程度,不同鑑定所的結 論並不一定一致。倘若邦瀚斯已取得有關任何拍賣 品的相關證書,此等內容將於本圖錄裡披露。雖然 根據內部政策,邦瀚斯將盡力為某些寶石提供認可 鑑定所發出的證書,但要為每件拍賣品都獲取相關 證書,實際上並不可行。倘若本圖錄裡並沒有刊出 證書,競投人應當假設該等寶石已經過處理。邦瀚 斯或賣家任何一方在任何拍賣品出售以後,即使買 家取得不同意見的證書,也概不負責。

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 果該寶石的重量以「大約」表示,以及並非以大寫 字母顯示,表明該寶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:

「巴薩諾」: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 論前面有沒有列出名字的首字母,表示依我們的意 見這乃是該藝術家的作品:

「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-定是其弟子:

「巴薩諾風格」:我們認為這是該藝術家風格的、 並 目屬較後期的作品;

「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。此等實際的損毀説明不可能作為確定依據, 而且提供狀況報告後,我們不保證該物件不存在其 他沒有提及的瑕疵。競投人應當透過親自檢查而自 行判別每件拍賣品的狀況。請參閱刊載於本圖錄裡 的銷售合約。由於難以鑑別玻璃物件是否經過磨光, 本圖錄內的參考資料只列出清晰可看的缺口與裂 痕。不論程度嚴重與否,磨光狀況均不會提及。

凡在本公司總部拍賣場的以及需繳納增值稅的拍賣 品,或不能立刻領取。

檢驗葡萄酒

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

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

酒塞與缺量

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

15年以下一瓶頸內或少於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,我們只對狀況説明出現差異承擔責 任,而對瓶塞問題所招致的損失,不論是在圖錄發 行之前或之後,我們概不負責。

批量購買的選擇

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

酒瓶細節及酒箱詞彙

本圖錄內下列詞量有以下的意義:

CB — 酒莊瓶裝 DB — 葡萄園瓶裝

EstB — 莊園瓶裝

BB - 波爾多瓶裝

BE 一 比利時瓶裝

FB - 法國瓶裝

GB - 德國瓶裝

OB — 奥波爾圖瓶裝 UK — 英國瓶裝

owc — 原裝木箱

iwc — 獨立木箱 oc — 原裝紙板箱

以下符號表明下列情況:

- 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。
- 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,而該等資料乃閣下要求本公司提供或本公司 認為閣下可能對該等產品及服務感興趣。有關閣下 的資料可能用作分析,以了解閣下在這方面的潛 在喜好。本公司可能向本集團任何成員公司(指本 公司的附屬公司、本公司最終控股公司及其附屬公 司,定義見二零零六年英國公司法第1159條及附表 6,包括任何海外附屬公司)披露閣下的資料。除此之外,本公司不會向任何第三方披露閣下的資料, 惟本公司可能不時向閣下提供我們相信閣下可能感 興趣的第三方貨品及服務的有關資料。本集團任何 成員公司亦可以閣下的資料作類似用途。

本公司將保留閣下的資料為期五年,由閣下最後與 我們聯繫的日期起計,以便簡化任何日後再辦理登 記時的手續。該等資料可轉移及儲存於香港以外地 方,而閣下同意此轉移。閣下有權要求不以閣下的 資料作此等用途,有關要求請聯絡Bonhams (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 9

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

根據本合約,賣家對拍賣品的質量、任何用途的適 用性及其與説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。

合約 1

- 此等條款乃規管賣家向買家出售拍賣品的銷 1 1
- 圖錄內附錄三所載的釋義及詞彙已納入本 1.2 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。
- 賣家作為銷售合約的主事人出售拍賣品,該 1.3 合約為賣家及閣下透過邦瀚斯而訂立,而邦 瀚斯僅作為賣家的代理行事,而並非額外的 主事人。然而,倘若圖錄説明邦瀚斯以主 事人身份出售拍賣品,或拍賣人作出公佈如 此説明,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。
- 拍賣人就閣下的出價落槌即表示成交時,本 1.4 合約即告成立。

2 賣家的承諾

- 賣家向閣下承諾:
- 賣家為拍賣品的擁有人或由擁有人正式授權 2.1.1 出售拍賣品;
- 除在圖錄內所載有關拍賣品的資料有披露以 外,賣家出售的拍賣品將附有全面所有權的 保證,或如果賣家為遺囑執行人、受託人、 清盤人、接管人或管理人,則他擁有因該身 份而附於拍賣品的任何權利,業權或權益。
- 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
- 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 有關進出口的税及税項均已繳付(除非圖錄 內説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
- 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説明相應,即在圖 錄內有關拍賣品的資料內以粗體刊載的部份(顏色除外),連同圖錄內拍賣品的照片,以及 已向買家提供的任何狀況報告的內容。

拍賣品的説明 3

- 第2.1.5段載述何謂拍賣品的合約説明,尤 3.1 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 賣方)邦瀚斯對拍賣品的意見,而並不構成 拍賣品售出時所按的合約説明的一部份。任 何並非第2.1.5段所述該部份資料的任何陳 述或申述,包括任何説明或成交價做計,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其他,不論由 或代表賣家或邦瀚斯及是否於拍賣會之前或 之上作出,一概不構成拍賣品售出時所按的 合約説明的一部份。
- 除第2.1.5段的規定外,對於可能由賣家或 3.2 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 作出或發出亦無同意作出或發出任何合約允 諾、承諾、責任、擔保、保證或事實陳述或 承諾任何謹慎責任。該等説明或戊交價估計 概不納入本銷售合約。
- 對用途的合適程度及令人滿意的品質
- 賣家並無亦無同意對拍賣品的令人滿意品質 或其就任何用途的合適程度作出任何合約允 諾、承諾、責任、擔保、保證或事實陳述。
- 對於拍賣品的令人滿意品質或其就任何用途 42 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

- 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 5 1 向邦瀚斯或儲存承辦商閣下作為買家與儲存 承辦商另有合約領取拍賣品,賣家隨即無須 負責。由拍賣人落槌起至閣下取得拍賣品期 間,閣下須就拍賣品的任何損傷、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。
- 直至買價及閣下就拍賣品應付予邦瀚斯的所 5.2 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

- 在拍賣人落槌表示閣下投得拍賣品後,閣下 6.1 即有責任支付買價。
- 就支付買價及閣下應付予邦瀚斯的所有其他 6.2 款項而言,時限規定為要素。除非閣下與邦 瀚斯(代表賣家)以書面另有協定(在此情 況下,閣下須遵守該協議的條款) 須最遲於拍賣會後第二個工作日下午四時三 十分,以拍賣會採用的貨幣向邦瀚斯支付所 有該等款項,閣下並須確保款項在拍賣會後 第七個工作日前已結清。閣下須採用在競投 人通告所述的其中一種方法向邦瀚斯付款, 閣下與邦瀚斯以書面另有協定除外。倘若閣 下未有根據本段支付任何應付款項,則賣家 將享有下文第8段所述的權利。

領取拍賣品

- 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。
- 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 目前是否由邦瀚斯管有,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。
- 閣下須自費按照邦瀚斯的指示或規定領取由 7.3 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。
- 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。

未有支付拍賣品的款項 8

- 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:
- 在給予閣下十日書面誦知,知會閣下擬重新 812 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:
- 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:
- 保留由賣家及/ 或邦瀚斯(作為賣家的受託 保管人)因任何目的(包括但不限於其他已 售予閣下的貨品)而管有的閣下任何其他財 產的管有權,並在給予三個月書面通知下, 不設底價出售該財產,以及把因該等出售所 得而應付閣下的任何款項,用於清償或部份 清償閣下欠負賣家或邦瀚斯的任何款項;及
- 8.1.10 只要該等貨品仍然由賣家或邦瀚斯作為賣家 的受託保管人管有,撤銷賣家於該拍賣會或 任何其他拍賣或以私人協約向閣下出售任何 其他貨品的銷售合約,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。
- 就因邦瀚斯根據本第8段採取行動而招致賣 家負上的所有法律及其他強制執行費用、所 有損失及其他開支及費用(包括為獲發還拍 賣品而應付邦瀚斯的任何款項)(不論是否 已採取法律行動),閣下同意按全數彌償基 準並連同其利息
 - (於頒布判決或命令之前及之後) 向賣家 作出彌償,利息按第8.1.6段的利率由賣家 應支付款項日期起計至閣下支付該款項的 日期止。
- 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

- 在拍賣人落槌表示拍賣品成交後,賣家無須 9.1 再就拍賣品所引致的任何損傷、損失或損害 負責。
- 在下文第9.3至9.5段的規限下,除違反第 2.1.5段所規定的明確承諾外,不論是根據 92 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。
- 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 9.3 面,包括在圖錄或網站,或口頭形式或以行 為或其他) 的任何拍賣品説明或資料或拍賣 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,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 仟)
- 就買家或買家管理層或職工之任何業務、 94 業務利潤或收益或收入上的損失,或聲譽受 損,或業務受干擾或浪費時間,或任何種類 的間接損失或相應產生的損害,賣家均無須 承擔任何相關的責任,不論該指稱所蒙受損 失或損害的性質、數量或來源,亦不論該等 損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約、法定責任、復還申索或其 他而產生或就此而申索:

- 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、陳述、 申述,或就本協議或其履行而獨賞或責 責,則不論其為損害賠償、彌價或式式 實,則不論其為損害賠償、彌價的式式,賣品 完體補救,或以其他任何形 的責任將限於支付金額最高不超過拍賣品 價的款項,不論該損失或損害賠償或所 應付款項的性質、數量或來源,亦不論該 責任是否由於任仍疏忽、其他侵權法、違還申 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()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,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,並就賣寡寡號 高,發送至圖錄所載邦瀚斯的地址或傳寡家號 碼(註明交公司秘書收),由其轉交賣家 而就閣下而言,則發送至競投表格所示的買 家地址或傳真號碼(除非已以書面有有更 更改地址)。通知或通訊發出人須知 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。
- 10.11 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,以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。

11 規管法律

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與告,及/或於拍賣會場地上以口頭形式公佈。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, 買家即拍賣人落槌表示其投得拍賣品的人 十。
- 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載。本協議提述刊印於拍賣會圖錄開始部份的競投人通告的資料,而該等被提述的資料已納入本協議。
- 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關下負責或承擔 個人責任,邦瀚斯作為主事人出售拍賣品除 sh。
- 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。

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 每件所購買之拍品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賺得 及/或產生的利息,利益歸本公司,直至將 款項付予賣家時止。
- 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 本公司支付買價或任何其他應付本公司款 項,本公司將擁有下文第7段所載的權利。
- 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
- 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 投入通告內。
- 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 表閣下與儲存承辦商訂合約(「儲存存 約」),條款及條件按邦瀚斯當時標準條款 別,條款及條件按邦瀚斯當時標準條款 及條件儲存拍賣品。倘拍賣品儲存於本公司 物業,則須由第4.2段所述期間屆滿起,按 本公司目前的每日收費(目前最低結存 賣品每日50港元另加稅項)支付儲存費,該 等儲存費為本公司開支的一部份。
- 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。
- 倘閣下未有按照第4.2段提走拍賣品,閣下 4.8 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。

拍賣品儲存

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

對拍賣品的責任

- 待閣下向本公司支付買價後,拍賣品的所有 6.1 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
- 閣下確於拍賣會後盡快為拍賣品投買保險。 6.2

7 未能付款或提取拍賣品及部份付款

- 倘若應付予本公司的所有款項未有於其到期 7 1 支付時全數支付,及/或未有按照本協議提 取拍賣品,則本公司可行使以下一項或多項 權利(在不損害本公司可以代賣家行使的任 何權利下),而無須另行通知閣下:
- 7.1.1 因閣下違反合約而即時終止本協議;
- 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;
- 就閣下所欠的任何款項(包括買價)及/或 7.1.4 違約的損害賠償,向閣下採取法律程序;
- 就任何應付款項(於頒布判決或命令之前及 7.1.5 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;
- 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;
- 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;
- 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。
- 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。
- 倘閣下僅支付部份應付予本公司的款項,則 該等付款將首先用於支付該拍賣品的買價(或若閣下購買多於一項拍賣品,則按比例支 付每項拍賣品的買價),然後支付買家費用(或若閣下購買多於一項拍賣品,則按比例 支付每項拍賣品的買家費用),再然後用以 支付應付予本公司的任何其他款項。
- 本公司根據本第7段的權利出售任何拍賣品 7.4 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

其他人士就拍賣品的申索

- 倘本公司知悉除閣下及賣家外有人就拍賣品 提出申索(或可合理地預期會提出申索), 本公司有絕對酌情權決定以任何方式處理拍 賣品,以確立本公司及其他涉及人士的合法 權益及在法律上保障本公司的地位及合法權 益。在不損害該酌情權的一般性原則下,並 作為舉例,本公司可:
- 保留拍賣品以調查就拍賣品提出或本公司合 8.1.1 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
- 展開互爭權利訴訟或尋求任何法院、調解 813 人、仲裁人或政府機關的任何其他命令: 及/或
- 就採取閣下同意的行動,要求閣下提供彌償 8.1.4 保證及/ 或抵押品。
- 8.2 第8.1段所述的酌情權:
- 可於本公司對拍賣品擁有實際或推定管有權 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:
- 除非本公司相信該申索真正有希望成為有良 8.2.2 好爭辯理據的個案,否則不會行使。

噟品

- 本公司根據本第9段的條款就任何膺品承擔 個人責任。
- 第9段僅於以下情況適用: 9.2
- 閣下為本公司就拍賣品發出原有發票的抬頭 人,而該發票已被支付;及
- 閣下於知悉拍賣品為或可能為膺品後,在合 9.2.2 理地切實可行範圍內盡快,並無論如何須於 拍賣會後一年內,以書面通知本公司拍賣品 為膺品;及
- 於發出該通知後一個月內,閣下把拍賣品退 回本公司,而拍賣品的狀況須與拍賣會時的 923 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。

- 於下述情況下,第9段不適用於膺品: 9.3
- 圖錄所載有關該拍賣品的資料已反映當時學 者及專家的公認意見,或已公平地指出該等 意見有衝突,或已反映公認為有關範疇主要 專家在當時的意見;或
- 僅可採用於刊印圖錄日期前一般不會採用的 9.3.2 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
- 9.4 閣下授權本公司在絕對酌情權下決定採取本 公司認為要讓本公司信納拍賣品並非膺品而 必需進行的程序及測試。
- 9.5 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 (d)及14(1)(D)陈然定,时至公司持藏有關語 實品的所有權,並附有全面所有權的經歷, 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 9.6 下不能將其轉讓。
- 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 9.8 畫、一輛或多輛汽車、一個或多個郵票或一 本或多本書籍構成的拍賣品。

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 训條例的責任。
- 當拍賣品由閣下承擔風險時及/ 或當拍賣品 已成為閣下的財產並由本公司保管及/或控 制時,本公司對閣下之責任限於對閣下行使 合理程度的謹慎,惟本公司無須就因下述原 因對拍賣品或其他人士或物件造成的損害負
- 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
- 10.2.2 大氣壓力改變;

本公司亦不就以下負責:

- 10.2.3 弦樂器的損壞;或
- 10.2.4 金箔畫架、石膏畫架或畫架玻璃的的損壞; 而倘若拍賣品構成或變為有危險,本公司可 以其認為適合的方法予以棄置而無須事先通 知閣下,而本公司無須就此對閣下負責。
- 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 版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

何就拍賣品的作為、不作為、陳述,或本協 議或其履行而須對閣下負責,則不論其為損 害賠償、彌償或責任分擔,或復還補救,或 不論任何形式,本公司的責任將限於支付金 額最高不超過拍賣品買價加買家費用(減除 閣下可能有權向賣家收回的款項)的款項, 不論指稱所蒙受損失或損害賠償或所申索應 付款項的性質、數量或來源,亦不論該等責 任是否由於任何疏忽、其他侵權法、違反合 約、法定責任、受託保管人責任、復還申索 或其他而產生。

閣下宜購買保險以保障閣下的損失。

上文所述不得解釋為排除或限制(不論直接 10.5 或間接)任何人士就(i)欺詐,或(ii)因本公司 疏忽(或因本公司所控制的任何人士或本公 司在法律上須代其負責任的任何人士的疏 忽)引致人身傷亡,或(iii)根據香港法例第 314章佔用人法律責任條例,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。

一般事項 11

- 閣下不得轉讓本協議的利益或須承擔的責 11 1 仟。
- 倘若本公司未能或延遲強制執行或行使任何 本協議下的權力或權利,這不得作為或視其 作為本公司放棄根據本協議所賦予的權利, 任何以書面形式給予閣下的明確放棄除外。 任何該等放棄並不影響本公司其後強制執行 根據本協議所產生任何權利的能力。
- 11.3 倘本協議任何一方,因在其合理控制範圍以 外的情況下而無法履行該訂約方根據本協議 的責任,或倘在該等情況下履行其責任會導 致其增加重大財務成本,則該訂約方只要在 該情況仍然持續時,不會被要求履行該等責 任。本段並不適用於第3段對閣下施加的責 仟。
- 本協議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。
- 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
- 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。
- 本協議內所用標題僅為方便參考而設,概不 11.7 影響本協議的詮釋。
- 11.8 本協議內「包括」一詞指「包括,但不限
- 單數詞語包括眾數詞語(反之亦然),任何 119 一個性別的詞語包括其他性別。
- 凡提述第某段,即指本協議內該編號的段 11 10
- 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刋載。如就詮譯本買家 協議有仟何爭議,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

本公司可利用閣下的資料向閣下發出有關本公司服 務變動的通知,以及向閣下提供有關產品或服務的 資料,而該等資料乃閣下要求本公司提供或本公司 認為閣下可能對該等產品及服務感興趣。有關閣下 的資料可能用作分析,以了解閣下在這方面的潛 在喜好。本公司可能向本集團任何成員公司(指本 公司的附屬公司、本公司最終控股公司及其附屬公司,定義見二零零六年英國公司法第1159條及附表 6,包括海外附屬公司)披露閣下的資料。除此以 外,本公司不會向任何第三方披露閣下的資料,惟 本公司可能不時向閣下提供我們相信閣下可能感興 趣的第三方貨品及服務的有關資料。本集團任何成 員公司亦可以閣下的資料作類似用途。

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

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

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。

「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(但不包括任何增值税)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

「買家費用」以成交價按競投人通告訂明的費率計 算的款項。

「圖錄」有關拍賣會的圖錄,包括任何於本公司網 站刊載的圖錄陳述。

「佣金」賣家應付予邦瀚斯的佣金,按照合約表格 訂明的費率計算

「狀況報告」由邦瀚斯代表賣家向競投人或潛在競

投人提供有關拍賣品狀況的報告。

「**寄售費**」賣家應付予邦瀚斯的費用,按照業務規 則訂明的費率計算。

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

「銷售合約」賣家與買家訂立的銷售合約(見圖錄 內附錄一]

「合約説明」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 諾拍賣品與該説明相符

「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 的陳斌。

「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,加税項。

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

「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

「遺失或損壞保證費用」指業務規則第8.2.3段所 **述的**春田。

「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 付的佣金及税項。

「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

「出售所得款項」拍賣品售出後賣家所得的款項淨 額,即成交價扣除佣金、其任何應繳稅項、開支及 任何其他應付予本公司的款項不論以何身份及如 何產生。

「賣家」合約表格所列明提供拍賣品以作銷售的人 士。若該列名人士在表格上指明另一人士作為其代 理,或若合約表格所列明人士作為主事人的代理行 事(不論該代理關係是否已向邦瀚斯披露) , 目1 「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 行目視杳驗。

「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 极复,關稅、复用、極質效果他計稅,以及所有與 估計付款,包括,但不限於,收入、業務利潤、分 行利潤、貨物稅、財產、銷售、使用、增值(增值 稅)、環保、特許、海關、進口、薪金、轉讓、總 收入、預扣、社會保障、失業稅項及印花稅及其他 收費,以及就該等税項、收費、費用、徵費或其他 評税的任何利息及罰款。

「恐怖主義」指任何恐怖主義行為或該等行為的威 脅,無論任何人單獨行動或代表或與任何組織及/ 或政府有關而行動,為政治、宗教或思想或類似目 的,包括,但不限於,企圖影響任何政府或使公眾 或任何部份公眾陷入恐慌。

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

「網站」網址為www.bonhams.com的邦瀚斯網 站。

「撤銷通知」賣家向邦瀚斯發出的書面通知,以撤 銷由邦瀚斯出售拍賣品的指示。

「不設底價 | 指並無規定拍賣品可予出售的最低價 格(不論以拍賣或私人協約形式)

詞彙

以下詞句有特定法律涵義,而閣下可能對該等涵義 並不熟悉。下列詞彙乃為協助閣下了解該等詞句,

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

「受託保管人」: 貨品所交託的人士

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

「互爭權利訴訟」: 由法院裁定拍賣品擁有權誰屬

「**投得**」:拍賣品售予一名競投人之時,於拍賣會 上以落槌表示。

「留置權」: 管有拍賣品的人士保留其管有權的 權利

「風險」: 拍賣品遺失、損壞、損毀、被竊,或狀 況或價值惡化的可能性。

「所有權」: 拍賣品擁有權的法律及衡平法上的

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

- (b) 一項隱含的保證條款:下列人士不會干擾 買方安寧地管有貨品-
- (i) 賣方:及 (ii) 如合約雙方的意向是賣方只轉讓第三者的所 有權,則該第三者;及
- (iii) 任何透過或藉着賣方或第三者提出申索的 `人`,而該項申索並非根據在合約訂立前已向買 方披露或已為買方所知的押記或產權負擔而提

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