

Bonhams



Modern & Contemporary Art

Hong Kong | 10 July 2020







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Hong Kong | Friday 10 July 2020 at 4pm
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MODERN & CONTEMPORARY ART

LOTS 1 - 45



AN INTERVIEW WITH NICOLE SCHOENI FOUNDER OF SCHOENI PROJECT

@bonhams1793: In 2008, Schoeni Gallery mounted the first ever exhibition for Banksy in Hong Kong. How did you and your father discover Banksy and decided to go in this direction while Chinese contemporary art dominated headlines in the art and auction market then?

@nicole_schoeni: Actually, by that time my father had already passed away and the Banksy exhibition was very much my own initiative, with what you could say was a stroke of luck.

One memory I have that influenced my appreciation of the rebellious nature of urban art, was back in the 80s, when my father had a disagreement with his gallery space's landlord and decided to move the gallery to a new location. Before leaving, he threw a fun party with all his friends and artist friends and got them to graffiti and paint the walls as a farewell "gift" to his landlord.

Growing up in Hong Kong, street art wasn't very prevalent compared to other global cities, but when I moved to London to study at university, a very good friend of mine who lived in East London introduced me to this artistic expression, not just on the streets but in galleries too. I have always loved the ephemeral nature of street art, its rebellious nature against the status quo, and how it can be enjoyed by all and become part of the community.

So despite the fact our gallery was known as a platform for promoting Chinese contemporary art, I always had a personal interest in urban artists and felt compelled to introduce them to a Hong Kong audience. By chance, an opportunity to work with Fabrik Contemporary Art, now named after Fabrik Gallery to host an unauthorised exhibition of Banksy's work from the secondary market, presented itself, and I couldn't resist but to take that chance.

@bonhams1793: What is Schoeni Projects about? Who are the artists that will be featured in your show?

@nicole_schoeni: Schoeni Projects is the exciting next chapter in my family's commitment to facilitate cross-cultural collaborations between Asia and Europe. Building on this legacy, my new venture expands beyond the confines of the typical gallery model; my hope is that, whilst reflecting my father's philosophy and unique joie-de-vivre, we will also provide a distinctly new and dynamic space, a truly contemporary hub for artists and art lovers to meet, engage and collaborate.

Based across London and Hong Kong, Schoeni Projects will be a new contemporary art space promoting and celebrating an innovative series of collaborations, presented in unique creative environments. I plan to focus on two initiatives each year – with an outlook from 'West-to-East' and 'East-to-West'; each project will be shown across both venues to local audiences. Our first initiative, our inaugural exhibition, West to East, is a project called disCONNECT.

I invited 10 urban artists across seven countries to transform our future London home, a period building – currently under renovation - with new site-specific works. As it is opening during the COVID-19 pandemic, the exhibition is adapted to not only adhere to lockdown restrictions, but also to reflect on the creative and physical constraints of the current global crisis, exploring psychological and political reactions to the COVID-19 pandemic, as well as the role of technology as a conduit between the two. Needless to say, it has been a very challenging but rewarding journey.

Some of the artists who are taking part in disCONNECT I had also collaborated with when I was running Schoeni Art Gallery, such as Adam Neate. As Adam is now located in Sao Paolo and unable to come to the London house himself, we overcame this obstacle by sending him original material from the house, namely some of the house's window blinds, to his studio, which he then painted on, and shipped back to the house for re-installation. With the theme of the project in mind, he created some 'positive propaganda' text works "The show must go on", as well as portraits of lone figures in moments of isolation. In fact, Adam is one of the first artists that I ever personally collected when I took over the gallery; he is such an innovative and inspiring artist who doesn't shy from experimenting and pushing the boundaries on his use of materials.

@bonhams1793: In Banksy's documentary *Exit Through The Gift Shop*, the sense of the unknown and spontaneity is continually emphasized - is this what you like about street art too? Do you mind sharing with us what attracts or captivates you about street art?

@nicole_schoeni: Yes, that is indeed one of the many things I love about street art. It is also why I wanted to focus on urban artists for my first Schoeni project. Not only do I feel that they deserve more recognition in the contemporary art scene and not limited to the identity of urban artists, I also love the idea of the unexpectedness in what the artists would create in a house that has a Victorian heritage; a disruption but also a compliment to the space.

I also love street art culture. Cyclops for example, his works can be found predominantly on the street, and other times in galleries as well. It's worth noting, however, that his fine art is very different to his street art. *Ugod* for example is from a series where he combines photo realistic imagery with an impressive style of his own. The complexity of Cyclops' style and portrayal can be reflected by the variety of influences and inspirations throughout his creative career, which includes Marvin Gaye, Stevie Wonder, Caravaggio, Gauguin and much more.

@bonhams1793: Who are the artists we should be looking into? Would you be able to share some tips when it comes to collecting street art?

@nicole_schoeni: Every collector has different motives for collecting. However, you could say that there are two main objectives: buying for investment or buying for the love of art. My personal opinion is to always collect something you love and can imagine enjoying throughout your lifetime, and possibly even your next generation, and investment purposes should be second priority. Ultimately it's about having a dialogue with a piece of art work, does it move you, create a conversation, if you see something, does that image never leave your mind. I do encourage collecting emerging artists, as it is always rewarding to support an artist in the early stages of their artistic career.

There are so many talented urban artists out there with such unique styles and using different mediums. To name a few though that I am very excited about, there is Herakut, Isaac Cordal and Icy and Sot.

@bonhams1793: We see a younger generation of collectors and buyers born after 1990 starting to collect art. What do you see in this rising trend?

@nicole_schoeni: I think this is partly to do with an increased appreciation of art as being part of our visual culture. As social media, such as Instagram becomes more of "a past-time", people have easier access and knowledge about artists and what they are creating. It has become part of everyday contemporary life.

@bonhams1793: 在2008年，少勵畫廊舉辦了班克斯在香港首次個展。在當時以中國當代藝術為主流的市場中，您和您的父親是如何發掘班克斯並決定朝向這個新方向呢？

@nicole_schoeni: 事實上，在那個時期父親已經離世了。所以當時班克斯展覽的促成是我自發的決定，也算是一種幸運吧。在我記憶中，引發我對街頭藝術的興趣起因是在80年代時，父親與畫廊房東意見相左，並決定為畫廊另覓新址。在遷移派對上，他邀請了親朋好友和藝術家們在畫廊牆上創作塗鴉，作為送給房東的告別禮。在香港長大時，街頭藝術並不像其他國際都市那樣盛行。當我去倫敦念大學時，一位住在東倫敦的好友將街頭藝術介紹給我，這種藝術不僅出現在街頭上，也可以在畫廊看見。我一直熱愛街頭藝術流光瞬息的本質，挑戰現狀的態度，以及它能被所有人欣賞並融入周圍社區的特性。儘管我們的畫廊以推廣中國當代藝術為人所知，我自己一直對街頭藝術興趣盎然，並想介紹它給香港大眾。在偶然機遇下，我有一個與「Fabrik當代藝術」——現為「Fabrik畫廊」的合作機會，舉辦一場非官方的班克斯個展，展出來自二級市場的作品，我當時毫不猶豫地就答應了。

@bonhams1793: 少勵計劃是一個什麼樣的項目？其中包括哪些藝術家？

@nicole_schoeni: 少勵計劃秉持少勵家族的長期宗旨，為促進亞歐跨文化交流掀開新篇章。在此基礎上，我的新嘗試打破了傳統畫廊的固有模式。我衷心希望，在展現父親獨樹一幟的生活態度與哲學理念時，我們還將呈現一個全新多元的空間，一個真正為藝術家和藝術愛好者打造的當代中心及協作平臺。少勵計劃將是一個跨越倫敦與香港兩地的全新藝術空間，旨在鼓勵創新合作、促進藝術交流。我計劃推出一年兩期的藝術項目，分別是「西方至東方」和「東方至西方」。每個項目將在兩個場地巡迴向當地觀眾呈現。我們首屆開幕展覽「disCONNECT」為「西方至東方」的項目。我邀請了10位街頭藝術家，分別在7個不同國家遠端創作，為現正翻新的倫敦畫廊空間進行場域特定創作。由於展覽開幕日程也將正值疫情時期，我們亦將遵守當地的封鎖禁令。這種展覽形式反映了在全球危機下如何透過科技突破創新，也探索在心理及政治層面上對新冠病毒的反應。毋庸置疑，這是極有挑戰性也相當具有成就感的過程。這次參展的藝術家，像是亞當·尼特，在我過去經營畫廊時就與之合作過。亞當現居於巴西聖保羅，也因疫情無法到倫敦進行創作。為了解決這個難題，我們將屋子裡的材料和窗簾運至巴西工作室。亞當完成

創作後，再寄回倫敦重新安裝布展。他根據展覽概念，運用政治宣傳手法，創作了富有正能量的「The Show Must Go On (表演必須繼續)」文字作品，和一些獨處時刻的肖像畫。

事實上，當年我接手畫廊時，亞當是第一位納入我個人珍藏的藝術家。他是一為極具靈感，富有創造力的藝術家，毫不退縮地嘗試新媒材來進行創作。

@bonhams1793: 班克斯的紀錄片《畫廊外的天賦》著重強調未知感與即興感，這也是你喜歡街頭藝術的元素之一嗎？可否與我們分享街頭藝術吸引你的理由？

@nicole_schoeni: 沒錯，這的確是我熱愛街頭藝術的眾多原因之一，也是我選擇街頭藝術家作為第一個少勵計劃的緣由。我不僅認為他們值得在當代藝術中受到更多認同，而非只局限於街頭藝術家的身份，他們透過藝術創造，為一座維多利亞時期的老房子增添令人喜出望外的生機，這樣集毀滅與新生為一體的經歷也是我所崇尚的。我也十分喜歡街頭文化。舉個例子，Cyclops的作品主要出現在街頭，有時亦在畫廊中展出。但值得一提的是他的繪畫與塗鴉大相逕庭。比如說《Ugod》是來自於他結合攝影圖像與個人繪畫風格的作品系列之一。Cyclops複雜多變的藝術風格也源於影響他藝術生涯的眾多靈感，如馬文·蓋伊、史提夫·汪達、卡拉瓦喬、高更等等。

@bonhams1793: 有哪些藝術家是需要我們關注的呢？關於收藏街頭藝術，您有哪些建議呢？

@nicole_schoeni: 每個藏家收藏的動機都有所不同。但是，主要分為兩大類：為了投資或真心熱愛。我個人的看法是永遠收藏你所喜愛的作品，並且可以珍愛一輩子，甚至傳給下一代。投資則應是次要考慮。收藏終究是關於人與藝術品之間的對話，它有沒有打動你，你看到一件作品，那個圖像是否久久縈繞在你腦中揮之不去。我鼓勵大家多多收藏新興藝術家，能在藝術家創作生涯早期就開始支持和收藏是別具意義的。除此之外，在云云獨具風格的街頭藝術家當中，我看好的有Herakut、Isaac Cordal，以及Icy and Sot。

@bonhams1793: 我們發現1990年後出生的年輕藏家越來越多，您對於這個趨勢有何見解？

@nicole_schoeni: 我覺得箇中原因是藝術欣賞在我們的視覺文化中扮演更重要的角色。如社交網絡Instagram逐漸成為人們消遣時間的方式，人們更容易瞭解藝術家和他們的創作過程。這顯然已成為我們當代生活的日常。

Opposite top left 左頁上圖

Nicole Schoeni, Founder of Schoeni Project
文惠賢，少勵計劃創始人

Right 右圖

The space of Schoeni Projects in London
倫敦少勵計劃空間



PROPERTY FROM THE SCHOENI COLLECTION

少勵家族珍藏

1

BANKSY (B. 1975)

Police Kids-Jack and Jill

2005

signed and numbered 236/350

screen print

50 x 70 cm (19 11/16 x 27 9/16 in)

HK\$120,000 - 220,000

This work is number 236 from an edition of 350.

Provenance

Private Collection, UK

Schoeni Collection, Hong Kong

班克斯

警察孩子—傑克與吉爾

彩色絲網印刷於網紋紙

2005年作

簽名：236/350 BANKSY

版數：236/350

來源

英國私人收藏

香港少勵家族收藏



BRAND
EXPOSURE

PROPERTY FROM THE SCHOENI COLLECTION

少勵家族珍藏

2

CYCLOPS (B. 1975), (LUCAS PRICE)

Ugod

2008

signed, titled, dated *2008BC* and inscribed *MIXEDMEDIA* on the reverse
oil, acrylic, spray paint on canvas

91 x 59 cm (36 x 23 1/4 in)

HK\$20,000 - 40,000

Provenance

Artist's Collection, London

Schoeni Collection, Hong Kong

Exhibited

London, Adapta Gallery, *Attention Spam*, 2008, p.15, illustrated in colour

Cyclops

Ugod

油彩 壓克力 噴漆 畫布

2008年作

背面簽名：CYCLOPSONE "UGOD" 2008BC MIXEDMEDIA

來源

藝術家收藏（倫敦）

香港少勵家族收藏

展覽

「Attention Spam」 · 倫敦Adapta Gallery · 2008年 · 第15頁 · 彩圖



PROPERTY FROM THE SCHOENI COLLECTION

少勵家族珍藏

3

ADAM NEATE (B. 1977)

Self-portrait

2007

signed, dated 2007 and numbered 43/50; affixed with Schoeni Gallery labels on the reverse

giclee print on Hahnemuhle German etching paper

112 x 91.5 cm (44 1/8 x 36 in)

HK\$18,000 - 28,000

This work is number 43 from an edition of 50.

Provenance

Artist's Collection

Schoeni Collection, Hong Kong

亞當·尼特

自畫像

微噴打印

2007年作

簽名：Adam Neate 2007 43/50

背面附少勵畫廊標籤

版數：43/50

來源

藝術家收藏

香港少勵家族收藏



PROPERTY FROM THE SCHOENI COLLECTION

少勵家族珍藏

4

TAKASHI MURAKAMI (B. 1962)

That I may time transcend, that a universe my heart may unfold

2008

signed, dated 08 and numbered 1/30

woodblock print, silk screen with silver gold leaf on paper

Image: 62.4 x 72 cm (24 9/16 x 28 3/8 in)

Sheet: 72 x 82 cm (28 3/8 x 32 5/16 in)

HK\$100,000 - 150,000

This work is number 1 from an edition of 30.

Provenance

Gagosian Gallery, Hong Kong

Schoeni Collection, Hong Kong

村上隆

己、超えよ時。心、咲けよ宇宙（超越自我之時。心・綻放の宇宙）

木刻版畫 絲網印刷 銀金箔 紙本

2008年作

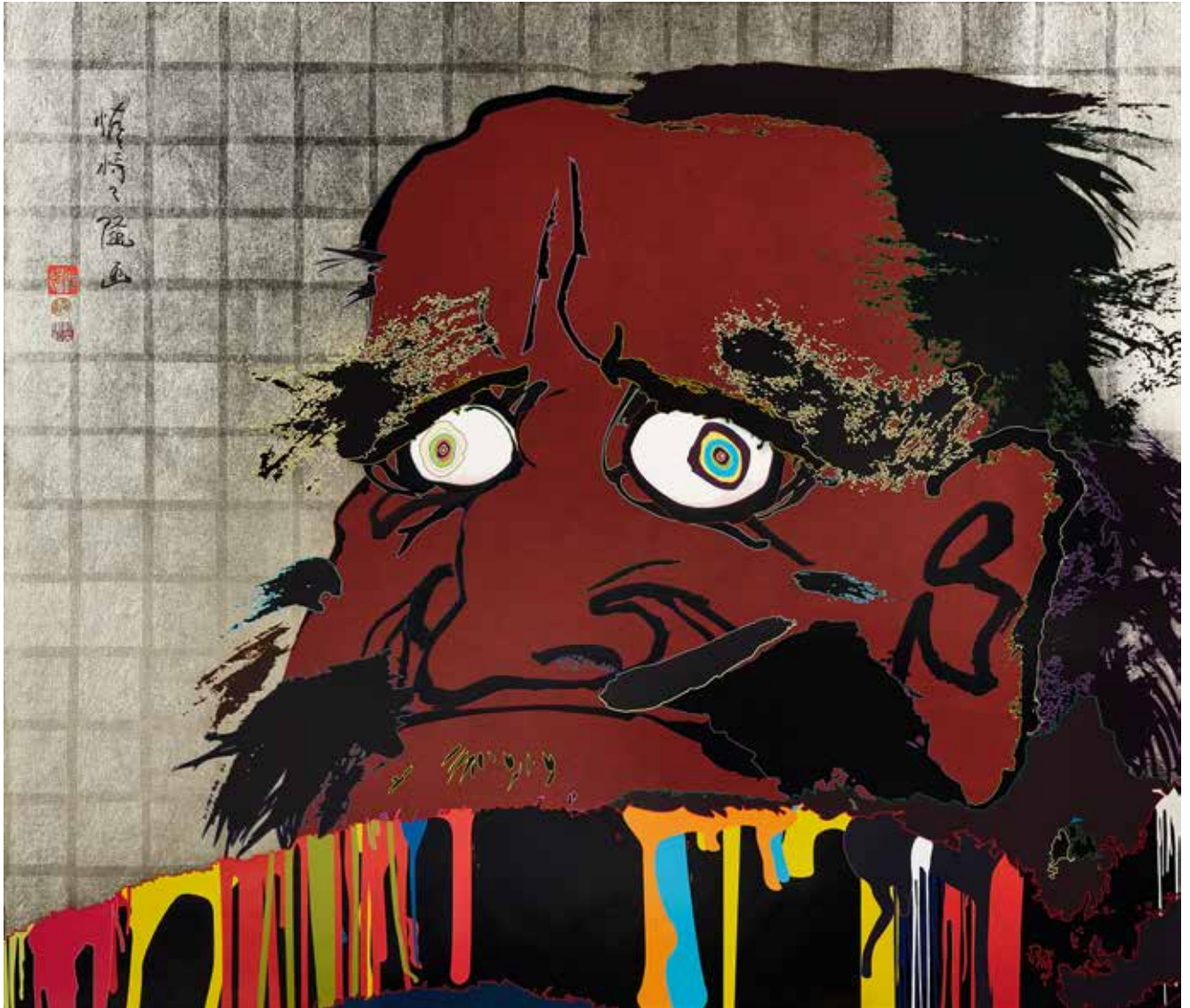
藝術家簽名

版數：1/30

來源

香港高古軒畫廊

香港少勵家族收藏



5

NO LOT

6

MASAAKI YAMADA (1929-2010)

Still Life no.92

1954

signed and dated 54; signed in Japanese, dated 1954, and affixed with an artist label and an M-Art label on the reverse
oil on board

32 x 41 cm (12 5/8 x 16 1/8 in)

HK\$30,000 - 50,000

We are grateful to *the Estate of Yamada Masaaki* for confirming the cataloguing of the present work.

Provenance

Collection of the artist, Japan

M-Art, Japan

Private collection, Japan

山田正亮

靜物92號

油彩木板

1954年作

簽名：Masaaki 54

背面簽名：1954 M.Yamada 山田正亮

背面附藝術家及M.Art標籤

我們由衷感謝山田正亮遺產管理委員會確認此拍品資料

來源

藝術家收藏（日本）

M.Art（日本）

日本私人收藏



7

MASAAKI YAMADA (1929-2010)

Work C.O99

1969

signed, dated in Japanese, and affixed with an artist label and an M-Art label on the reverse
oil on canvas

46 x 33 cm (18 1/8 x 13 in)

HK\$50,000 - 80,000

We are grateful to *the Estate of Yamada Masaaki* for confirming the cataloguing of the present work.

Provenance

Collection of the artist, Japan

M-Art, Japan

Private collection, Japan

山田正亮

作品C.O99

油彩畫布

1969年作

簽名：一九六九年 山田正亮
背面附藝術家標籤及M-Art標籤

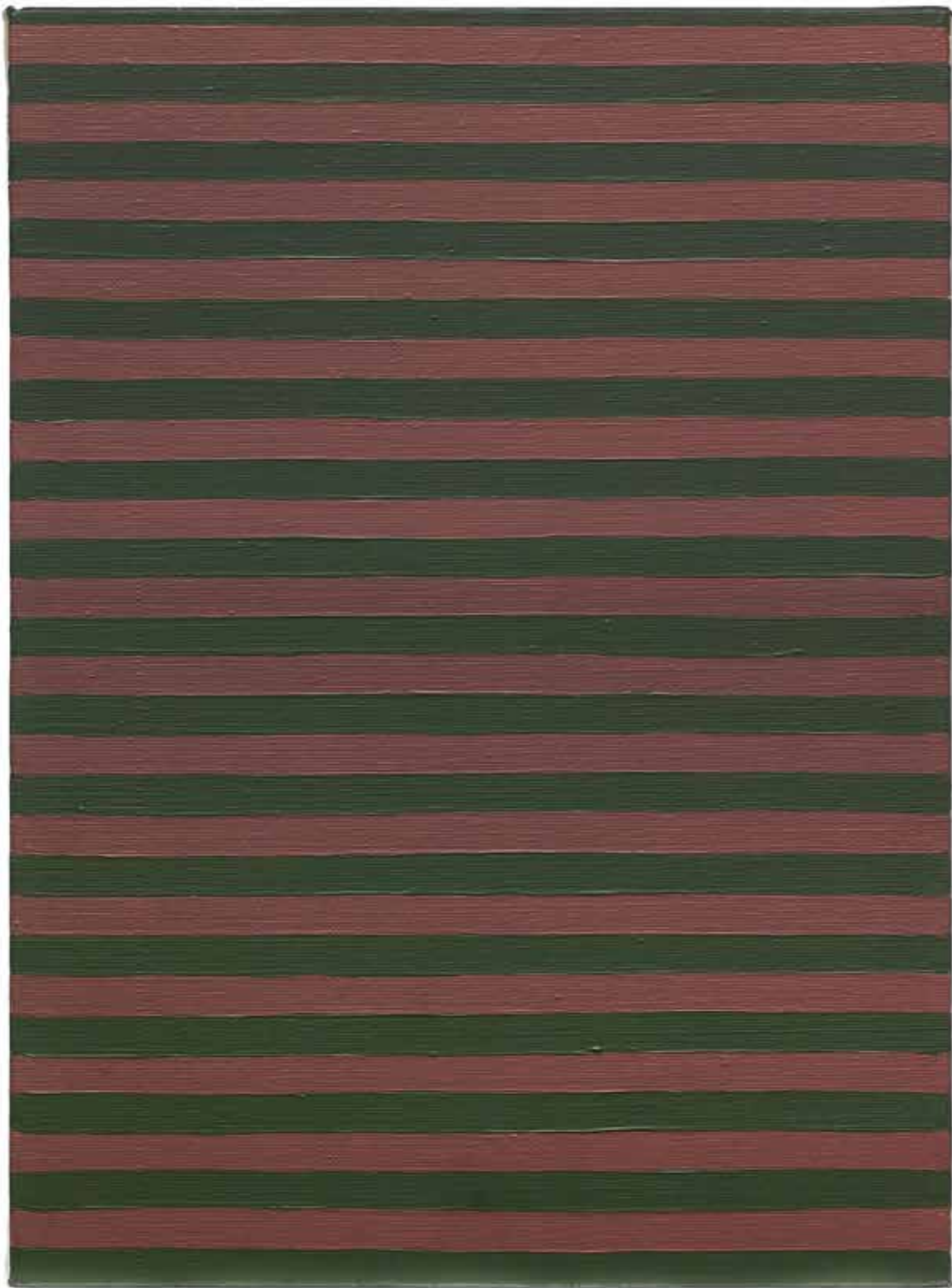
我們由衷感謝山田正亮遺產管理委員會確認此拍品資料

來源

藝術家收藏（日本）

M.Art（日本）

日本私人收藏



“This is a little, no, quite a bit different from the modes of expressions you learn at art schools; it’s an artistic expression that is an extension of what I have been doing since childhood. Perhaps I wasn’t able to adequately express myself in words. But no, these drawings are filled with smug confidence that a drawing can better convey my feelings than any words can.”

- Yoshitomo Nara

8

YOSHITOMO NARA (B. 1959)

Milky Way
1998

titled in English; signed in Japanese and dated '98 on the reverse
acrylic and coloured pencil on paper envelope

32 x 23.2 cm (12 5/8 x 9 1/8 in)

HK\$350,000 - 550,000

The authenticity of this work has been confirmed by Rabbit Hills in 2014.

Provenance

Tomio Koyama Gallery, Tokyo
Private collection, Japan

Exhibited

Tokyo, Japan, Tomio Koyama Gallery, *No, They Didn't*, 1999
Yokohama, Japan, Yokohama Museum of Art, *Works by Nara Yoshitomo in Yokohama Museum of Art Collection*, 2011

Literature

Chronicle Books LLC, *Yoshitomo Nara: The Complete Works, Volume 2: Works on Paper*, San Francisco 2011, cat. no. D-1998-053, p.123, illustrated in colour

奈良美智

銀河系
壓克力 彩色鉛筆 紙信封
1998年作

簽名：Milk Way
背面簽名：な 98

Rabbit Hills於2014年確認此拍品資料

來源

東京小山登美夫畫廊
日本私人收藏

展覽

「No, They Didn't」，東京小山登美夫畫廊，1999年
「橫濱美術館收藏：奈良美智作品展」，橫濱美術館，2011年

出版

《奈良美智全作品集：第二冊》，Chronicle Books LLC，三藩市2011年，第123頁，彩圖，索引D-1998-053



「他深知，在每時每刻變動不居的現實世界裡，所有秩序總有面臨解體的那一刻，而在新的秩序悄然萌芽之際，無論是人的本質，還是世界的本質，注定要以抽象的狀態瞬間敞開於某種寂靜澄明之境。」

- 策展人趙松

9

LIU GANG (B. 1965)

425018102 (Diptych)

2018

signed in Chinese, dated 2018.10; signed in Chinese, dated 2018
mixed media on paper

183 x 183 cm (72 1/16 x 72 1/16 in)

HK\$120,000 - 160,000

Provenance

Private Collection, Asia

Exhibited

Chun Art Museum, *Fission of Order*, 2019, Shanghai

劉剛

425018102 (雙聯畫)

綜合媒材 紙本

2018年作

簽名：劉剛 二〇一八.一〇

來源

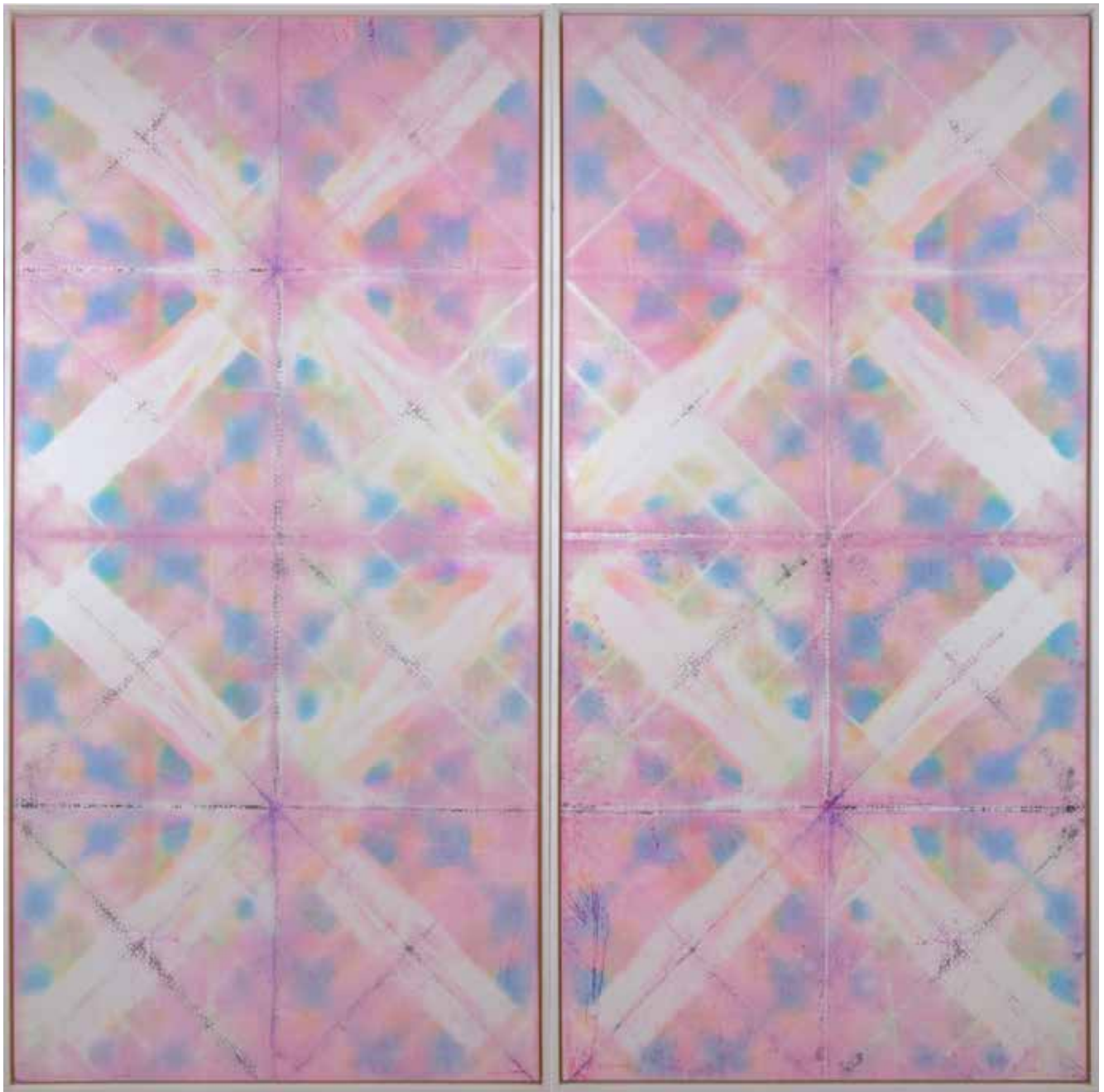
亞洲私人收藏

展覽

「裂序-劉剛個人藝術展」，上海春美術館，2019年

10

NO LOT





RICHARD LIN

EARLY RARE WORK

LOT 11

林壽宇早期珍罕之作

11

RICHARD LIN (1933-2011), (LIN SHOW-YU)

July 58

1958

signed and dated 58 on the reverse; signed, inscribed in Chinese on the stretcher
oil on canvas

127 x 112 cm (50 x 44 1/8 in)

HK\$1,000,000 - 1,500,000

Provenance

Gimpel Fils Gallery, London

Private collection, UK (acquired from the above in 1960s)

Thence by descent to the present owner

林壽宇

七月 58年

油彩畫布

1958年作

背面簽名: LIN SHOW YU JULY 58

背面畫布框架簽名: 林壽宇 廿五歲

來源

倫敦金貝爾·斐斯畫廊

英國私人收藏 (於1960年代購自上述畫廊)

現由其家屬繼承



July 58 offers a rare glimpse into the Minimalist master's creative process during his formative years. Produced when Richard Lin embarked on an artistic career, this painting encapsulates the quintessence of traditional Chinese philosophy and cosmic imagination from ancient times through the use of subdued palettes and geometric forms.

Richard Lin overlays thin washes of burgundies over the black canvas to carve out an ovoid negative space, as if the void produces a shimmering luminosity yet recedes into the infinite depth. While this work does not have an indicative title, its composition and visual treatment is similar to *Sun Moon Series* (1958-60), a series of nine paintings collected by the Kaohsiung Museum of Fine Arts. A larger format among its genre, *July 58* is an epitome that demonstrates Lin's interest in capturing the sublime of nature with a abstract, lyrical structure.

July 58 invites its viewers into the astrological fantasies of the ancient Chinese. The oval shape denotes "Round Sky and Square Earth" (*Tian Yuan Di Fang*), a celestial model originated from *Zhouli Suanjing* in Zhou dynasty which assumes that the sky is a round dome covering the earth. Known as the Theory of Vaulted Heaven (*Gaitian Shuo*), this conception governs the principle of space in the Confucius belief, from classical city plan to architectural structures.

The void and fluffy, red brushes is reminiscent of *Xuanye shuo*, an alternative school proposing that the cosmos is a boundless empty space comprised of luminous celestial bodies and this belief is further manifested by the Daoist sage, Lao Zi. The use of black colour reminds us of a fundamental concept in *The Book of the Way and its Virtue* (*Dao De Jing*), a classic that Richard Lin always quoted from, that *Dao*, or the 'Way', is the origin of existence: empty yet inexhaustible, it gives birth to infinite worlds. Lao Zi's analogy of the *Dao* is a primal mother in black colour that carries red. This profound existence of the universe captivated Richard Lin, as reflected in his comments on a work of similar genre, *the Black Sun* (1958), "it conveys a sense of stillness, but it is vibrating, is full of energy, and may well explode." (the artist in an interview with Kaohsiung Museum of Fine Arts, 'One is Everything: 50 Years of Work by Richard Lin', online) *July 58* creates a tranquil space for contemplation, allowing viewers to synergise one's own spirit with the Mother Nature. While Lin continued to develop geometric abstraction throughout his artistic pursuit, his interest in the Daoist philosophy remained consistent and fundamental.

July 58 serves as an exemplar of the artist's experimentation and precise control with materials, using oil, a Western medium, to create an ink-and-wash quality resembling traditional Chinese landscape paintings. The artist's cosmopolitan upbringing had led him to contemplate a style rooted in his cultural heritage. As the descent of the Wufeng Lin Family, one of the most influential clans in Taiwan, Lin grew up in a traditional Qing style mansion and became well-versed with Chinese artistic aesthetics. However, as a free-spirited, budding artist who had just completed his studies in Architecture and Fine Arts at Regent Street Polytechnic in London, Richard Lin was not content with adhere to either ink-and-wash or oil landscape paintings that merely imitate the nature, but to arrive at his own unique style. His sensitivity to materials was instrumental to the development of his signature white canvas series, where he combined various mediums to explore the effects of flatness and depth.

This work was acquired by the descent of the previous owner through Gimpel Fils Gallery, which organized a solo debut for Richard Lin in December 1959 and represented him for the next three years. Lin's talent immediately won international acclaims: soon after receiving an award by the Institute of Contemporary Arts (ICA), he became the first British-Chinese artist to be shown at the prestigious quinquennial contemporary art exhibition, *Documenta 3*, Kassel in 1964. Three years later, he was awarded the William Frew Memorial Purchase Award along with Francis Bacon. Lin's works can be found in prestigious collections worldwide, including Tate Modern, UK; Brooklyn Museum, New York; National Palace Museum, Taiwan, among others.

《七月58年》是林壽宇難得一見的早期作品，當時他的藝術生涯甫啟程，此作讓我們得以一窺這位日後成為極簡主義大師在萌發時期的創造力。無論是柔和色調或幾何造型，《七月58年》均捕捉到中國傳統哲學的精髓和古人對宇宙的想像力。

黑色畫布刷上薄薄一層勃根地紅，林壽宇在畫面中刻出一個橢圓形的負空間，讓虛無彷彿煥發光亮，同時又隱退至無盡的黑暗。雖無法從作品名稱推論出意涵，但其構圖和視覺處理近似另一「日月」系列（1958-60），因此或有端倪可查。「日月」系列總共有九幅畫作，全數由高雄市立美術館收藏。相比之下《七月58年》尺幅較大，展現出林壽宇以抽象而抒情的結構表現崇高自然的濃厚興趣。

《七月58年》邀請觀者一起踏入古代中國的星象想像。畫面中的橢圓形代表「天圓地方」，即周朝《周髀算經》所提及的「蓋天論」，認為天是覆蓋地面的穹頂，這也是孔學從古典城市規劃到建築結構等空間原理的重要依據。

作品中虛無的橢圓形和蓬鬆的紅色，亦使人聯想到「宣夜說」，這個學派認為宇宙是由眾多發光天體所構成的虛空。道教聖人老子更進一步闡述了此一觀點，他在《道德經》中說道：「無名天地之始，有名萬物之母」。林壽宇選擇使用黑色顏料，不禁讓我們想起他經常援引的《道德經》中，對於「道」是萬物起源的基本概念。老子認知中的「道」，就好比是「黑而有赤色者為玄」。林壽宇對謎樣的宇宙為之著迷，從他對另一件相似作品《黑太陽》（1958年作）的創作自述可略知一二：「這件作品予人靜止不動的感覺，可是實際上它在震動，充滿了能量，也許會爆炸。」在《七月58年》一作中，他則創造了一個靜謐的空間供觀者沉思，繼而通往天人合一的境界。幾何抽象藝術是林壽宇畢生的追求，同時道家哲學也是他致力於研究不輟的學問。

從《七月58年》可飽覽林壽宇對材料的實驗精神和精準掌控。他以西方發明的油彩，營造出近似中國傳統山水畫的水墨質感。他的創作風格深植於中國文化，是因其國際化的成長過程使然。作為台灣最有影響力的霧峰林家後代，林壽宇在傳統的清式大宅中長大，精通中國藝術美學。在取得倫敦攝政街理工學院的建築和美術學位之後，這位崇尚自由的新銳藝術家不甘於從事水墨畫或模仿大自然的油彩風景畫，而希望開拓獨特的個人風格。於是憑著自身對材料的高敏感度，他一方面結合各種媒材，一方面探索平面和深度的效果，終於發展出標誌性的白色畫布系列。

這件作品最早由金貝爾·斐斯畫廊售出，現由收藏家的第二代傳人收藏。該畫廊於一九五九年十二月為林壽宇舉辦個展，並在隨後的三年代理他的作品。才華洋溢的林壽宇迅速享譽國際，一舉奪下當代藝術學院（ICA）大獎，旋即受邀參加一九六四年第三屆卡塞爾文件展，成為首位參加此重要五年展的英國華裔藝術家。三年後，更與弗朗西斯·培根同時獲得威廉傳魯紀念收藏獎。從英國泰特現代美術館、紐約布魯克林博物館到台灣故宮博物院，世界各地著名美術館均有收藏他的作品。



12
NO LOT

13
NO LOT

14
LI FANG (B. 1933), (LI FANGZHI)
Untitled
1967

signed
oil on canvas

74 x 59 cm (29 1/8 x 23 1/4 in)

HK\$30,000 - 50,000

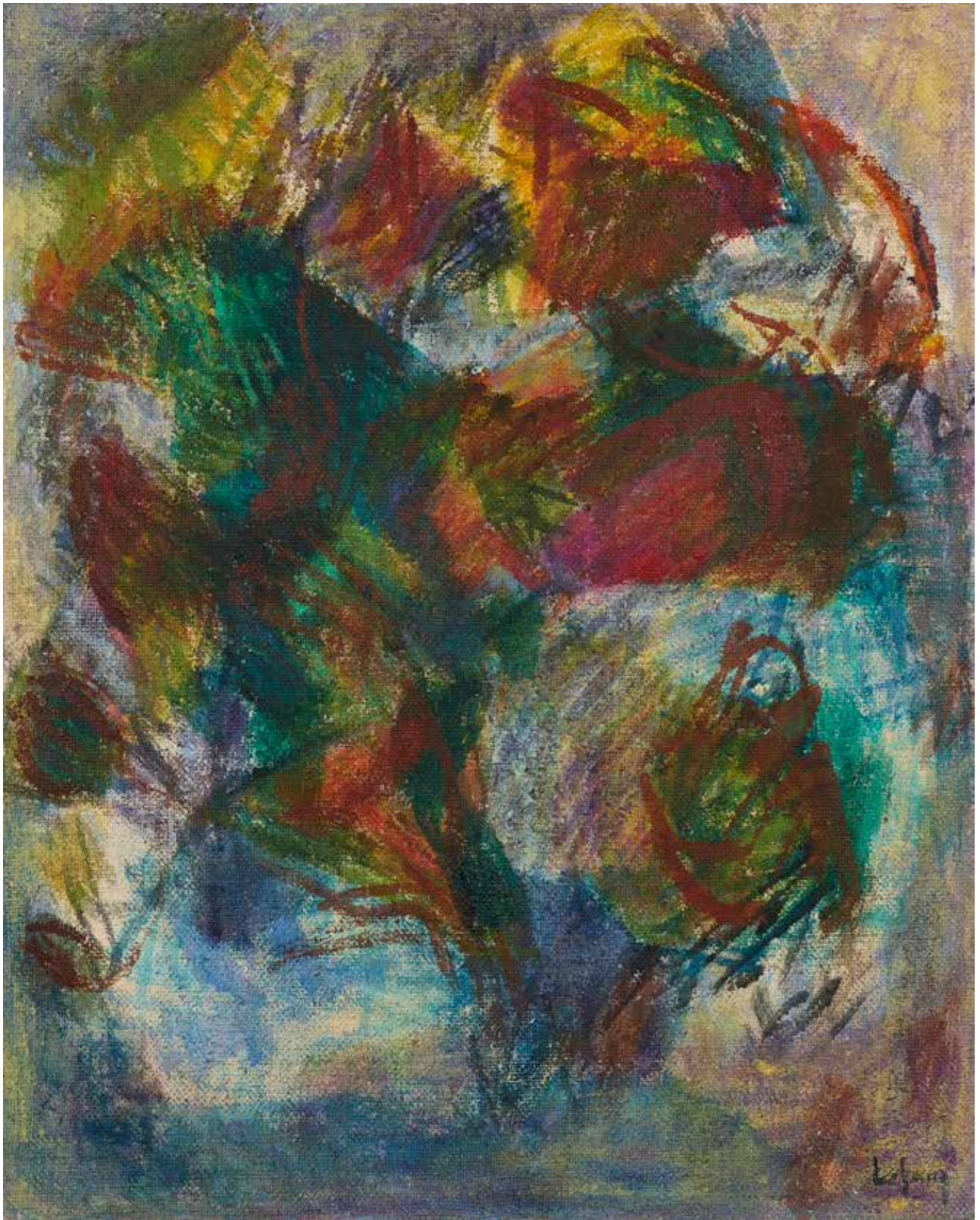
Provenance

Collection of the Artist, Switzerland
Gift from the above to the present owner

李芳枝
無題
油彩畫布
1967年作

簽名：Lifang

來源
藝術家收藏（瑞士）
現藏家得自上述收藏



15

LI FANG (B. 1933), (LI FANGZHI)

Untitled

1965

signed and dated 1965

oil on canvas

79 x 58 cm (31 1/8 x 22 13/16 in)

HK\$30,000 - 50,000

Provenance

Collection of the Artist, Switzerland

Gift from the above to the present owner

李芳枝

無題

油彩畫布

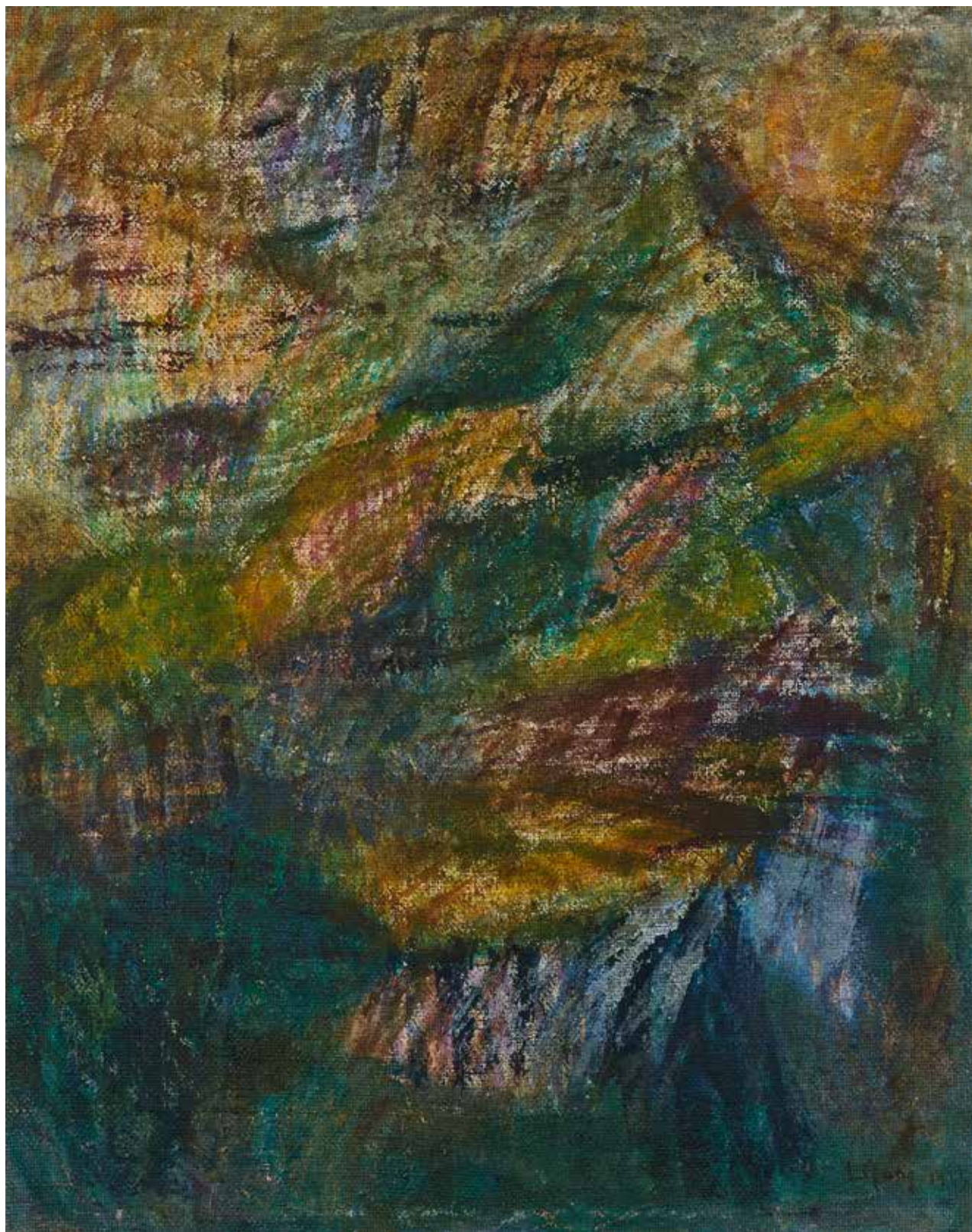
1965年作

簽名：Lifang 1965

來源

藝術家收藏（瑞士）

現藏家得自上述收藏

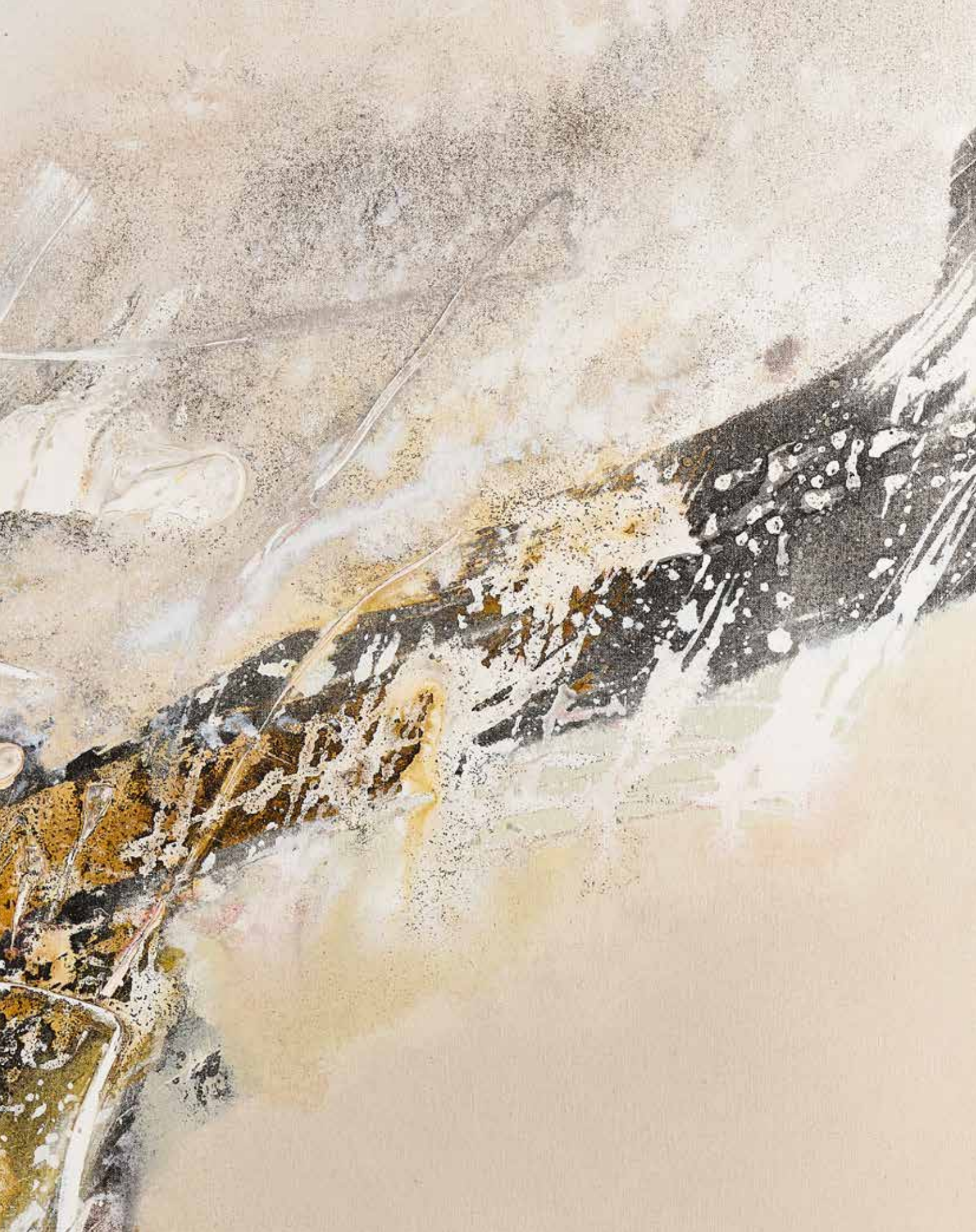


An abstract artwork featuring a complex interplay of earthy tones including beige, tan, brown, and black. The texture is highly varied, with visible brushstrokes, splatters, and areas of what appears to be layered or torn paper. A prominent diagonal line of lighter, more uniform color runs from the top left towards the center. The bottom left corner features a dark, almost black area with a thin, curved line of reddish-pink pigment. The overall composition is dynamic and textured.

**PROPERTY FROM
PETRA HINTERTHÜR COLLECTION**

LOTS 16 - 17

德國心達多女士珍藏



Born in Germany, Petra Hinterthür is a collector of Chinese and Japanese art, and the former owner of the Gallery Arteast/Artwest in Hong Kong, Frankfurt, and Hamburg. During her residence in Hong Kong from 1976 to 86, Hinterthür played an active role in showcasing and bringing together progressive artists in the region, including the Fifth Moon Group in Taiwan and artists from the New Ink Movement in Hong Kong. Her book *Modern Art in Hong Kong*, published in 1985, is considered as one of the early attempts to trace the development of visual art of the city. She also hosted salons at her Hong Kong residence where local artists, musicians and dignitaries regularly gathered, performed and exchanged.

Highlight in the sale are *80-10* by Chuang Che and *Painting 1983-4* by Fong Chung Ray from the Fifth Moon Group, which are created after both of them relocated from Taiwan to the United States. The grandeur of nature and the prevailing Abstract Expressionist movement in the United States inspired new directions of how they conjoined landscape with Chinese calligraphic themes.



As the son of a famed calligrapher and vice-director of National Palace Museum, Chuang Che was interested in developing a new visual style from traditional calligraphic techniques. His relocation to Ann Arbor, Michigan in 1972 signified the mature phrase of his artistic practice. Instead of experimenting with collaging with mixed media and adding Chinese scripts into canvas, he moved towards the realm of pure abstraction, as demonstrated by *80-10*. This work shows how Chuang mastered the materiality of oil paint to create ink-like fluidity. In 1989, Petra Hinterthür introduced Chuang Che to European audience by organizing the artist's solo exhibition at the Gallery Arteast/Artwest, where *80-10* was exhibited. *Painting 1983-4* has since been kept at Hinterthür's house in Hamburg.

Since the 1960s, Fong Chung Ray had explored his temporal and physical existence through the language of abstraction. After moving to San Francisco in 1975, he started to experiment with acrylic, a water-soluble media, while turning to subdued palettes and more intuitive gesture. *Painting 1983-4* is a rare work that presents a delicate balance of aquamarine and coral splashes, reminding viewers of the tranquil beauty of nature that embodies the Oriental essence. This painting was exhibited alongside with many other works by the Fifth Moon Group artists in Hinterthür's salon.

Left 左圖

Salon at Petra Hinterthür's house and installation view of *Painting 1983-4*, 1984. Courtesy of the Ha Family and Asia Art Archive.
心達多女士於舊居舉辦的沙龍·及《畫作1983-4》的展覽現場·1984年
圖片由夏碧泉家族及亞洲藝術文獻庫提供

心達多女士生於德國，是一位收藏中國和日本藝術的資深藏家。先前在香港、德國法蘭克福、漢堡經營東西畫廊。在她旅居香港1976年至1986年間，心女士積極推廣地域性藝術發展，推出台灣五月畫會和香港新水墨運動等展覽。她1985年出版的《香港現代藝術》被視為香港80年代藝術發展的重要收錄。當時她時常在居所舉辦藝術沙龍，為當地藝術家、音樂家、政商名流聚集地。

本場拍賣的亮點拍品，莊喆《80-10》和馮鐘睿《1983-4》皆為五月畫會的重要成員。兩件作品皆是藝術家旅居美國時期所繪畫的抽象山水作品。莊喆因父親任職故宮博物院副院長的環境熏陶下，他自小閱歷名家字畫，擁有紮實的藝術背景。在繪畫上尋求突破的他，藉由傳統書法技巧蔓延出繪畫的新抽象視覺。旅居美國密西根州安阿堡市時期，他從混合媒材及拼貼技法，發展至全抽象的山水構圖，《80-10》亦可見證莊喆運用水墨乾濕技法提現油彩之延展性，繪出磅礴和諧的東方氣勢。心達多女士在1989年舉辦了莊喆在漢堡首次個展，拍品《80-10》亦為展覽作品之一。此畫是心女士的珍藏，直到釋出前，一直陳列在德國漢堡的住家中。

馮鐘睿在1960年代開始以抽象風格作畫，透過繪畫他探索自己對時空存在的認知。1975年搬到三藩市，在美國時期的他，改用水溶性的壓克力顏料來進行作畫。《繪畫1983-4》是難得一件帶有珊瑚紅和澈藍色的壓克力作品。馮氏將壓克力溶水性的通透感特質展現出酣暢淋漓的水痕感。在色彩交會下，自然的生命力完美地流動浮現，描繪出具有東方韻味的山水氣息。此作當時亦於其他五月畫會藝術家陳列在心女士舉辦沙龍的住所。



Above上圖

Petra Hinterthür and Chuang Che at Galerie ArtEast/ArtWest in Hamburg, 1989.

心達多女士與莊喆攝於漢堡市東西畫廊，1989年

圖片由心達多女士提供

PROPERTY FROM THE PETRA HINTERTHÜR COLLECTION, GERMANY
德國心達多女士珍藏

16
CHUANG CHE (B. 1934), (ZHUANG ZHE)
80-10
1980

signed; titled on the reverse; signed and inscribed *1050* on the stretcher
acrylic on canvas

121 x 89 cm (47 5/8 x 35 1/16 in)

HK\$120,000 - 220,000

Provenance

Acquired directly from the artist by the present owner

Exhibited

Hamburg, Galerie ArtEast/ArtWest, *Chuang Che Solo Exhibition*, 1989

莊喆
80-10
壓克力畫布
1980年作

簽名：莊喆
背面簽名：80-10 CHUANG CHE 1050

來源

現藏家直接得自藝術家

展覽

「莊喆個展」，漢堡市東西畫廊，1989年



PROPERTY FROM THE PETRA HINTERTHÜR COLLECTION, GERMANY
德國心達多女士珍藏

17
FONG CHUNG-RAY (B. 1934), (FENG ZHONGRUI)
Painting 1983-4
1983

signed and dated in Chinese; signed and titled on the reverse
acrylic on canvas

91 x 121.5 cm (36 13/16 x 47 13/16 in)

HK\$100,000 - 150,000

Provenance
Acquired directly from the artist by the present owner

馮鐘睿
畫作1983-4
壓克力 畫布
1983年作

簽名：馮鐘睿 八三年作
背面簽名：Painting 1983-4 Chung-ray Fong

來源
現藏家直接得自藝術家







Left 左圖

Hans Wegner with models of his chair designs
漢斯·韋格納及他的椅子設計雛型

Below 下圖

1960 U.S. presidential debate between Richard Nixon and John F. Kennedy. Both presidential candidates sat on Hans Wegner's The Chairs
1960年美國總統大選辯論，「椅子」椅是總統候選人尼克遜與甘迺迪的座椅

The Colonial Chair is arguably Danish furniture-maker Ole Wanscher's most iconic design – a slim and refined, yet generously proportioned work. The chair was Wanscher's homage to American Colonial & Shaker furniture of the 18th & 19th century and is considered today one of the key pieces of Danish 20th century design. The slightly curved armrests rise to a point before taking a turn downward – a trademark Wanscher feature. Lot 18 is produced in relatively rarer mahogany and features striking blue fabric upholstery.

He was both a designer and an educator at the Royal Danish Academy of Fine Arts who viewed furniture design as a branch of architecture and emphasized slim dimensions and resilient forms – a quest exemplified in many of his works, particularly the Colonial Chair and Colonial Sofa.

Often referred to as the master of the chair, Hans Wegner created almost 500 in his lifetime – many of them considered masterpieces. He was able to finesse the characteristics of different wood material to create surprising, sculptural lines, a practice that gels with the Danish word for design “formgiving”, which translates literally as “giving shape”.

Wegner's most famous design, *The Chair*, entered the history books for having been chosen for use in the first-ever televised U.S. presidential debate between candidates Richard Nixon and John F. Kennedy. Bonhams is proud to present two immaculate examples, Lot 22 and Lot 23 in oak this season, with the rarity and iconically Danish character of oak apparent to none other than Wegner himself:

What do you do when you want to make something typically Danish? First, there is oak; oak is typically Danish. Then there's the construction: four equal legs assembled with four frames held together at the top by a wreath.

Most of Wegner's designs before the Round Chair were interpretations of classic chairs of other cultures, such as Lot 28 *Peacock Chair* which is an elegant and whimsical interpretation of the British Windsor chair.

His oeuvre extended from signature interpretations of the classics to truly ground-breaking designs that have become icons in their own rights. He is considered one of the most creative and prolific designers of the 20th century.

丹麥家具設計師奧萊·萬夏最經典著名的設計莫屬殖民地風格扶手椅——一張纖細精巧又兼具空間感的設計椅。作品的靈感來自於萬夏對美國殖民時期，十八和十九世紀夏克式家具的致敬，萬夏設計的殖民扶手椅亦是二十世紀丹麥設計史上的代表性作品。座椅的扶手微微上揚彎曲，線條直到轉折點後順勢下垂，這是萬夏設計中常見的經典特色。本拍品是由罕見的桃花心木手工打造，配上量身定制的寶藍色坐墊，精彩展現萬夏設計理念。

萬夏在當時也任教於丹麥皇家美術學院，他認為家具設計歸屬建築系統的分支。在設計上，他強調輕盈且耐用的觀念，並實踐於他眾多的作品中，特別在殖民風格椅和沙發系列中一覽無遺。

作為享譽國際的椅子設計大師，漢斯·韋格納一生創作了近五百件作品，其中不乏設計史中的典範。他對各種木材材質駕馭自如，並創造出讓人耳目一新、具立體感的線條設計。這種實踐和丹麥語中「formgiving」（即指「賦予形狀」）的概念息息相關。

「椅子」椅是韋格納最廣為人知的設計作品，並因曾出現於首次由電視廣播的美國總統大選辯論，作為候選人尼克遜與甘迺迪的座椅而被寫入歷史。邦瀚斯所呈現的這兩張珍稀版本（拍品編號22及23）由橡木製造而成，具有丹麥的特色，正如韋格納本人所說道：

「典型丹麥的風格應具備什麼條件？首先，你要有橡木：橡木是典型的丹麥素材。然後就是結構：四條均稱的椅腳，並於頂部鑲嵌環狀支架而成。」

在「椅子」椅現世之前，韋格納的設計均著眼重新演繹其他文化中的經典之作，孔雀椅（拍品28號）便是英國溫莎椅的典雅演繹，破舊立新的示範。

韋格納的創作由單純的經典再現，發展為具有開創性、經久不衰的設計。他被視為二十世紀最有創意、多產的設計師之一。



18

OLE WANSCHER (1903-1985)

A pair of Colonial Chairs in mahogany, made by P. Jeppesen (model no. 149)
1960s-70s

affixed with *PJ MADE IN DENMARK DESIGN OLE WANSCHER and DANISH FURNITUREMAKERS CONTROL* labels on the frame of the chair in the underside mahogany, woven rattan cane, fabric upholstery

84 x 65 x 68 cm (33 1/16 x 25 9/16 x 26 3/4 in)

HK\$60,000 - 90,000

These chairs were designed in 1949 and made by P. Jeppesen in the 1960s-70s.

Provenance

Private Collection, Denmark

Acquired from the above by the present owner

*Please note that this lot is located in Singapore. Buyer is responsible to arrange shipping from present location of lot to buyer's desired destination. To enquire shipping quote, please contact contemporary.hk@bonhams.com.

奧萊·萬夏

殖民地風格扶手椅一對（型號149）

桃花心木 藤條 布

1960-70年代作

製造商標籤

此作於1949年設計，並於1960-70年代由P. Jeppesen製作

來源

丹麥私人收藏

現藏家得自上述收藏

*此拍品在新加坡交貨，買家須全面負責從拍品所在地至買家要求之目的地的運送。如需了解運輸報價，請洽詢contemporary.hk@bonhams.com。



19

CHEN TING-SHIH (1916-2002), (CHEN TINGSHI)

Day and Night #21

1972

signed, titled, dated *sept. 1972* and numbered *10/20*
cane fiber board relief print on paper

60 x 60 cm (23 5/8 x 23 5/8 in)

HK\$40,000 - 60,000

Provenance

Private Collection, UK

Literature

Providence University Art Center, *Day and Night: Vision in Chen Ting-shih's Print world*,
Taichung 2008, p. 26-27, another example illustrated in colour

陳庭詩

晝與夜 第21號

甘蔗板版畫

1972年作

簽名：Day and Night #21 10/20 Chen Ting-Shih sept.1972

來源

英國私人收藏

出版

《晝與夜：陳庭詩版畫中的天地觀》，靜宜大學藝術中心，台中2008年，第26-27頁，
收錄其他版數，彩圖



20

LEE SHI-CHI (1938-2019)

Ancient Memory

1991

affixed with gallery labels on the reverse
oil on canvas

90 x 90 cm (35 7/16 x 35 7/16 in)

HK\$50,000 - 100,000

Provenance

Taipei Time Gallery, Taipei

Acquired directly from the above by present owner

*Please note that this lot is located in Taipei, Taiwan. Buyer is responsible to arrange shipping from present location of lot to buyer's desired destination. To enquire shipping quote, please contact contemporary.hk@bonhams.com.

李錫奇

遠古的記憶

油彩畫布

1991年作

背面附畫廊標籤

來源

台北時代畫廊

現藏家直接購自上述畫廊

*此拍品在台灣台北交貨，買家須全面負責從拍品所在地至買家要求之目的地的運送。如需了解運輸報價，請洽詢contemporary.hk@bonhams.com。



21

CHIHUNG YANG (B. 1947)

Charment

1992

signed and dated 92; signed and dated 1992 on the reverse
oil on canvas

80 x 65 cm (31 1/2 x 25 9/16 in)

HK\$40,000 - 80,000

Provenance

Taipei Time Gallery, Taipei

Acquired directly from the above by present owner

*Please note that this lot is located in Taipei, Taiwan. Buyer is responsible to arrange shipping from present location of lot to buyer's desired destination. To enquire shipping quote, please contact contemporary.hk@bonhams.com.

楊識宏

風韻

油彩畫布

1992年作

簽名：C yang 92

背面簽名：Chihung Yang 1992

來源

台北時代畫廊

現藏家直接購自上述畫廊

*此拍品在台灣台北交貨，買家須全面負責從拍品所在地至買家要求之目的地的運送。如需了解運輸報價，請洽詢contemporary.hk@bonhams.com。



22

HANS J. WEGNER (1914-2007)

*An iconic 'The Chair' in oak and black leather, made by Johannes Hansen
(model no. JH503)
1960s*

stamped JOHANNES HANSEN COPENHAGEN DENMARK JH on the underside of the seat
oak, black leather

75 x 63 x 51 cm (29 1/2 x 24 13/16 x 20 1/16 in)

HK\$25,000 - 35,000

This chair was designed in 1949, and made by Johannes Hansen in the 1960s.

Provenance

Private Collection, Sweden

Acquired from the above by the present owner

*Please note that this lot is located in Singapore. Buyer is responsible to arrange shipping from present location of lot to buyer's desired destination. To enquire shipping quote, please contact contemporary.hk@bonhams.com.

漢斯·韋格納

「椅子」椅

橡木 皮革

1960年代作

簽名：JOHANNES HANSEN COPENHAGEN DENMARK JH

此作於1949年設計，並於1960年代由Johannes Hansen製作

來源

瑞典私人收藏

現藏家直接得自上述收藏

*此拍品在新加坡交貨，買家須全面負責從拍品所在地至買家要求之目的地的運送。如需了解運輸報價，請洽詢contemporary.hk@bonhams.com。



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**PROPERTY FROM THE PETRA HINTERTHÜR
COLLECTION, GERMANY**

德國心達多女士珍藏

24

LIU KUO SUNG (B. 1932), (LIU GUOSONG)

Floating Mountain

1978

signed in Chinese, titled and numbered A/P; signed and titled on the reverse
silkscreen print

77 x 56 cm (30 5/16 x 22 1/16 in)

Creation 1962-1978 (a set of twelve)
offset prints

Each: 43 x 41 cm (16 15/16 x 16 1/8 in)

HK\$6,000 - 12,000
To be sold without reserve

Provenance

Acquired directly from the artist by the present owner

劉國松

流動的山

絲網版畫

1978年作

簽名：浮動的山 Floating Mountain A/P 劉國松 一九七八年

背面簽名：Liu Kuo-Sung Floating Mountain

版數：藝術家試版

「創世」畫集 (一組共十二張)

膠版印刷

來源

現藏家直接得自藝術家

25

JANG-NYUN PARK (1938-2009)

Hemp Cloth 80-29

1980

signed and dated 80, inscribed in Chinese on the reverse
oil on hempcloth

37 x 23.3 cm (14 9/16 x 9 3/16 in)

HK\$80,000 - 120,000

Provenance

Private Collection, United States

朴庄年

麻布80-29

油彩 生麻布

1980年作

簽名：J.N.Park-80

來源

美國私人收藏

Known for his hyper-realistic depiction of fabrics, Park Jang Nyun uses monochromatic paint to portray the creasing of a hemp cloth, drawing our attention to the essence of the material itself. By creating an illusion of three-dimensionality on a flat textural surface, this work interrogates the boundary between the medium and pictorial image.

Born in 1938 in South Korea, Park was active during the heyday of Korean Monochrome movement in the 1970s. This artistic movement, known as *Dansaekhwa*, produced a loose constellation of paintings in neutral and restrained palettes, exploring themes of tactility and spirituality with reference to Korean aesthetic heritage. Throughout the period of the 1970s, Park Jang Nyun exhibited alongside artists associated with the *Dansaekhwa* movement such as Park Seo-Bo and Lee Ufan. While his contemporaries approached with abstract expressions, Park focused his practice on a photo-realist treatment of texture.

The *Hemp Cloth* series, consisting of over sixty works created from mid 1970s until Park Jang Nyun passed away in 2009, demonstrates his interest in this particular material, which is relevant to the social milieu in the post Korean War era. Low-cost and easily accessible, not only was hemp cloth widely used as rice bags and sandbags to build walls around military stations, but also as a choice of art supply materials during the time of economic difficulty.

Park Jang Nyun's works can be found in public collection including National Museum of Modern and Contemporary Art, Korea. His most recent retrospective was held at Sungok Museum, Korea in 2018.

朴庄年以超寫實織物畫而聞名，他用單色顏料鉅細靡遺地捕捉麻布皺褶，將我們的目光導向材料本質。這件作品立體呈現了平坦的表面紋理，構成三維的視覺幻象，藝術家藉此對媒材和繪畫圖像之間的界線提出詰問。

朴庄年一九三八年出生於南韓，在韓國一九七〇年代單色畫運動的全盛時期是活躍成員。此藝術運動締造出許多色調中性和收斂的繪畫，旨在探索觸感和靈性等主題，同時指向韓國傳統美學。在整個七〇年代，朴庄年與單色畫運動其他藝術家如朴栖甫和李禹煥等並肩展出，但是相對於同儕多走抽象表現風格，他的創作更側重以照片寫實手法呈現主題的質地。

朴庄年從一九七〇年代中期至二〇〇九年過世之間，總共為「麻布」畫出六十餘幅作品，由此可見他對此一特定材料的情有獨鍾，而這樣的關注與朝鮮戰爭後的社會氛圍息息相關。麻木的成本低且易於取得，不僅廣泛用於製作米袋，以及軍事基地修建圍牆時需要的沙袋，在那經濟拮据的年代，也不失為理想的創作題材。

朴庄年的作品由韓國國立現代美術館首爾館等公共機構收藏，二〇一八年在韓國省谷美術的展覽為最近一次的回顧展。



PROPERTY FROM AN IMPORTANT BAY AREA COLLECTION

舊金山灣區重要私人珍藏

26

SONG HYUN-SOOK (B. 1952)

10 Pinselstriche

1997

signed in English and Korean, titled *10 Pinselstriche*, dated 1997, and inscribed *100 x 73cm* on the reverse
tempera on canvas

100 x 73 cm (39 1/2 x 28 5/8 in)

HK\$40,000 - 60,000

Provenance

Private Collection, San Francisco

Exhibited

San Francisco, California College of the Arts, *Undercurrents and Overtones: Contemporary Abstract Painting*, 1998

*Please note that this lot is located in San Francisco, USA. Buyer is responsible to arrange shipping from present location of lot to buyer's desired destination. To enquire shipping quote, please contact contemporary.hk@bonhams.com.

宋賢淑

十劃

蛋彩畫布

1997年作

背面簽名：10 Pinselstriche 100 x 73cm 1997 Hyunsook Song

來源

三藩市私人收藏

展覽

「Undercurrents and Overtones: Contemporary Abstract Painting」，加州藝術學院，三藩市，1998年

*此拍品在美國三藩市交貨，買家須全面負責從拍品所在地至買家要求之目的地的運送。如需了解運輸報價，請洽詢contemporary.hk@bonhams.com。



27

WALASSE TING (1929-2010), (DING XIONGQUAN)

Three Women in Kimono with Parrots

circa 1990s

signed with one artist seal
ink and acrylic on rice paper

195 x 95 cm (76 3/4 x 37 3/8 in)

HK\$280,000 - 380,000

Provenance

Masters Paintings & Antiques Gallery, Hong Kong

Purchased from the above by the present owner

Private Collection, Australia

丁雄泉

女子與鸚鵡

水墨壓克力宣紙

約1990年代作

藝術家鈐印一方

來源

香港Masters Paintings & Antiques Gallery

現藏家購自上述畫廊

澳洲私人收藏



28

HANS J. WEGNER (1914-2007)

A Peacock chair in ash and teak, made by Johannes Hansen (model no. JH550)
1960s

stamped *JOHANNES HANSEN COPENHAGEN DENMARK* on the frame of the chair in the underside
ash, teak, paper cord

111 x 76 x 54 cm (43 11/16 x 29 15/16 x 21 1/4 in)

HK\$35,000 - 55,000

This chair was designed in 1947 and made by Johannes Hansen in the 1960s.

Provenance

Private Collection, Denmark

Acquired from the above by the present owner

漢斯·韋格納

孔雀椅（型號JH550）

柚木 栲木 紙織

1960年代作

簽名：JOHANNES HANSEN COPENHAGEN DENMARK

此作於1947年設計，於1960年代由Johannes Hansen製作

來源

丹麥私人收藏

現藏家直接得自上述收藏





29

SRIHADI SOEDARSONO (B. 1931)

Figur-figur Wanita (Women Figures)

1958

signed and dated '58

oil on canvas

60 x 70.5 cm (23 1/2 x 27 3/4 in)

HK\$40,000 - 60,000

Provenance

Acquired in Djakarta in the 1950s by Richard F. Wolford

Thence by descent to the present owner

Private Collection, USA

斯里哈迪 · 蘇達索諾

女子像

油彩畫布

1958年作

簽名：SRIHADI S '58

來源

Richard F. Wolford於1950年代購自雅加達

現由其家屬繼承

美國私人收藏



30

BUT MOCHTAR (1938-1986)

Figur-figur wanita (Women Figures)

1959

signed and dated 59

oil on board

76 x 58 cm (29 15/16 x 22 13/16 in)

HK\$30,000 - 50,000

Provenance

Acquired in Djakarta in the 1950s by Richard F. Wolford

Thence by descent to the present owner

Private Collection, USA

博特·莫克塔

女子像

油彩木板

1959年作

簽名：BUT.MR. 59

來源

Richard F. Wolford於1950年代購自雅加達

現由其家屬繼承

美國私人收藏



31

POPO ISKANDAR (1927-2000)

Alam (Nature)

1950s

signed

oil on canvas

45 x 71 cm (17 11/16 x 27 15/16 in)

HK\$24,000 - 48,000

Provenance

Acquired in Djakarta in the 1950s by Richard F. Wolford

Thence by descent to the present owner

Private Collection, USA

波波·伊斯甘達爾

自然

油彩畫布

1950年代

藝術家簽名

來源

Richard F. Wolford於1950年代購自雅加達

現由其家屬繼承

美國私人收藏



32

ROEDYAT MARTADIREDJA (1930-2002)

Still life

1958

signed, dated 1958 and inscribed *BALI*; signed on the reverse of the frame
oil on canvas

46 x 68 cm (18 1/8 x 26 3/4 in)

HK\$12,000 - 25,000

Provenance

Acquired in Djakarta in the 1950s by Richard F. Wolford

Thence by descent to the present owner

Private Collection, USA

羅岱·瑪塔蒂勒加

靜物

油彩畫布

1958年作

簽名：Roedyat 1958 BALI

來源

Richard F. Wolford於1950年代購自雅加達

現由其家屬繼承

美國私人收藏



33

MOCHTAR APIN (1923-1994)

Pasir Putih (White Sand)

1969

signed and dated '69; signed, dated '69, and inscribed 89x116cm on the reverse
oil on canvas

116.5 x 89.4 cm (45 11/16 x 35 1/16 in)

HK\$60,000 - 120,000

Provenance

Sale: Christie's, Hong Kong, *Asian 20th Century Art*, 26 Nov 2017, Lot 497

Acquired from the above by the present owner

莫達 · 阿賓

白沙

油彩畫布

1969年作

簽名：Mochtar Apin '69

背面簽名：89x116cm Mochtar Apin '69

來源

拍賣：香港佳士得，「亞洲二十世紀藝術」，2017年11月26日，拍品編號497

現藏家直接購自上述拍賣



34

FADJAR SIDIK (1930-2004)

Space Dynamics

1987

signed and dated '87

oil on canvas

89.5 x 90 cm (35 1/4 x 35 7/16 in)

HK\$40,000 - 60,000

Provenance

Private Collection, Australia

法賈希迪

空間動能

油彩畫布

1987年作

簽名：Fadjar Sidik '87

來源

澳洲私人收藏





COLLECTIBLES OF OUR TIME

LOTS 35 - 45

當代限量版畫與潮玩

35

KAWS (B. 1974)

SEEING

2018

signed, titled, dated 18, numbered 180/250 and inscribed ©KAWS..18 on the underside
alloy, ceramic, LED light and mixed media

37 x 17.4 x 18.6 cm (14 5/8 x 6 7/8 x 7 3/8 in)

HK\$300,000 - 500,000

This work is number 180 from an edition of 250 and is accompanied by an ID card and a
certificate of authenticity by AllRightsReserved Ltd., and the original wooden presentation box.

Provenance

AllRightsReserved Ltd.

Private Collection, Asia

KAWS

看見

合金 陶瓷 LED燈泡 綜合媒材

2018年作

簽名：SEEING 180/250 KAWS..18 ©KAWS..18

版數：180/250

此作附AllRightsReserved Ltd.證書及原版精裝木盒

來源

AllRightsReserved Ltd.

亞洲私人收藏



PROPERTY FROM THE SCHOENI COLLECTION

少勵家族珍藏

36

TAKASHI MURAKAMI X SUPREME

BunBu-Kun, Ponchi-Kun, and Shimon-Kun

2007

stamped with the artist's signature

a set of three, offset print on maple wood skate decks

Each: 78.7 × 20.3 × 5.1 cm (31 × 8 × 2 in)

HK\$8,000 - 12,000

Provenance

Acquired from Supreme, New York by the previous owner
Schoeni Collection, Hong Kong

村上隆 X SUPREME

BunBu-Kun, Ponchi-Kun及Shimon-Kun（一組三件）

膠板印刷 楓木滑板

2007年作

藝術家簽名

來源

前藏家得自紐約Supreme

香港少勵家族收藏





PROPERTY FROM THE SCHOENI COLLECTION

少勵家族珍藏

37

TAKASHI MURAKAMI (B. 1962)

Two prints

And then, and then, and then, and then, and then / Gargle Glop

2006

offset lithographs in colors on smooth wove paper, co-published by the artist and Kaikai Kiki Co., Ltd., Tokyo and New York, the full sheet

50 x 50 cm (19 11/16 x 19 11/16 in)

This work is number 49 from an edition of 300.

727 - 727

2007

signed and numbered 123/300

offset lithograph in colors on wove paper, co-published by the artist and Kaikai Kiki Co., Ltd., Tokyo and New York, the full sheet

64.8 x 99.3cm (25 1/2 x 39 1/8in)

This work is number 123 from an edition of 300.

HK\$15,000 - 25,000

Provenance

Schoeni Collection, Hong Kong

村上隆

兩幅版畫

然後、然後、然後、然後、再然後 (Gargle Glop)

膠版印刷

2006年作

版數：49/300

727 - 727

膠版印刷

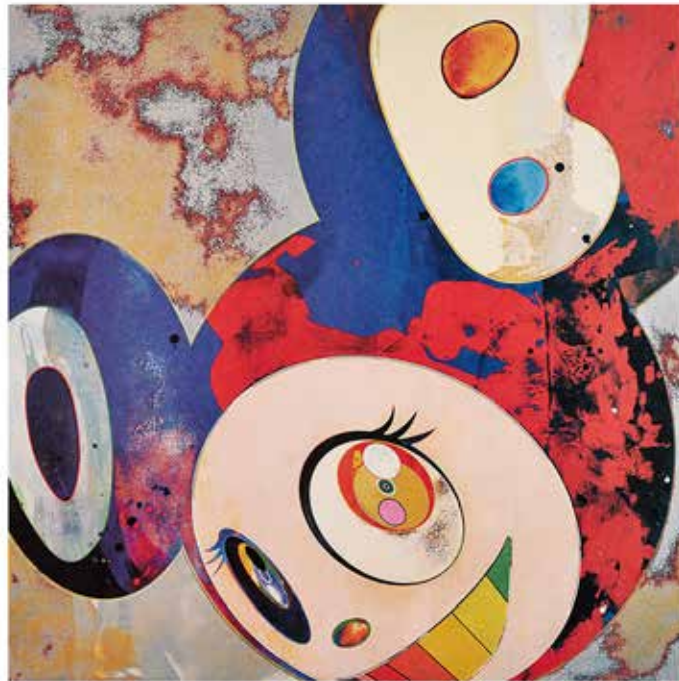
2007年作

藝術家簽名

版數：123/300

來源

香港少勵家族收藏



38

DANIEL ARSHAM (B. 1980)

Crystal Relic 001

2019

affixed with an anti-counterfeit holographic label on the box
cast resin

13 x 30 x 21 cm (5 1/8 x 11 3/4 x 8 1/4 in)

HK\$12,000 - 18,000

To be sold without reserve

This work is number 179 from an edition of 500, and is accompanied by a metal authenticity card and its original presentation box.

Provenance

Arsham Editions

Acquired from the above by the present owner

丹尼爾·阿爾軒

水晶文物001

鑄模樹脂

2019年作

藝術家防偽鐳射標籤

版數：179/500

此作附金屬保證卡及原裝精裝盒

來源

Arsham Editions

現藏家直接得自上述



39

DANIEL ARSHAM (B. 1980)

Crystal Relic 002 : Game Boy

2019

affixed with an anti-counterfeit holographic label on the box
cast resin

console: 15 x 9 x 3 cm (6 x 3 1/2 x 1 1/8 in)

cartridge: 5.8 x 6.5 x 0.7 cm (2 1/4 x 2 1/2 x 1/4 in)

HK\$12,000 - 18,000

To be sold without reserve

This work is number 353 from an edition of 500, accompanied with a metal authenticity card and the original presentation box.

Provenance

Arsham Editions

Acquired from the above by the present owner

丹尼爾·阿爾軒

水晶文物 002：遊戲機

鑄模樹脂

2019年作

藝術家防偽鐳射標籤

版數：353/500

此作附金屬保證卡及原版精裝盒

來源

Arsham Editions

現藏家直接得自上述



40

DANIEL ARSHAM X APPORTFOLIO (B. 1980)

Disney Collection Mickey Mouse Plush (Regular);

Disney Collection Mickey Mouse Plush (Large)

2019

embroidered with the artist's studio symbol on the underside; affixed with an anti-counterfeit holographic label on the box of the large version
heavyweight canvas plush

Regular version: 47 x 25 x 19 cm (18 1/2 x 9 7/8 x 7 1/2 in)

Large version: 113 x 64 x 51 cm (44 1/2 x 25 1/4 x 20 1/8 in)

The regular version is from an edition of 3000. The large version is number 341 from an edition of 500. Both works are accompanied by their original presentation boxes.

HK\$15,000 - 30,000

To be sold without reserve

Provenance

Daniel Arsham x APPortfolio x Disney

Acquired from the above by the present owner

丹尼爾·阿爾軒 x APPortfolio

米老鼠絨毛布偶（普通）；米老鼠絨毛布偶（大）

重磅帆布絨毛

2019年作

藝術家工作室標識

普通版共3000版數；大型版共500版數，此版為341/500

兩件均附原裝精裝盒；大型版盒子附防偽標籤

來源

Daniel Arsham x APPortfolio x Disney

現藏家得自上述



41

MR DOODLE (B. 1994), (SAM COX)

The Doodler

2019

signed and dated 2019
resin figure with detachable pen

figure: 34 x 17 x 15 cm (13 3/8 x 6 3/4 x 5 7/8 in)
pen: 4 x 1.2 cm (1 9/16 x 1/2 in)

HK\$8,000 - 12,000

This work is number 52 from an edition of 250, and is accompanied by a certificate of authenticity issued by Flexx Lex and its original presentation box.

Provenance

Flexx Lex, UK

Acquired directly from the above by present owner

Mr. Doodle

塗鴉先生

樹脂

2019年作

簽名：MR DOODLE|2019

版數：52/250

此作附Flexx Lex證書及原裝盒

來源

英國Flexx Lex

現藏家直接購自上述



42

HAJIME SORAYAMA (B. 1947)

Classic Robot SURF

2018

stamped with the artist's name, dated © 2018 and numbered 284/500 on the underside of the figure
mixed media, alloy

48.5 x 54.5 x 47.7 cm (19 1/8 x 21 7/16 x 18 3/4 in)

HK\$15,000 - 30,000

This work is number 284 from an edition of 500.

Provenance

APPortfolio

Acquired directly from the above by present owner

空山基

經典機器衝浪手

綜合媒材 合金

2018年作

簽名：© 2018 · SORAYAMA · 284/500

版數：284/500

來源

APPortfolio

現藏家直接購自上述



PROPERTY FROM THE SCHOENI COLLECTION

少勵家族珍藏

43

DAMIEN HIRST (B. 1965)

Victory Over Death

2008

signed; numbered 58/58 on the reverse
photogravure etching with hand-colouring on wove paper
published by Paragon Press, London, the full sheet

Image: 93.3 x 85.5 cm (36 3/4 x 33 11/16 in)

Sheet: 119 x 108 cm (46 7/8 x 42 1/2 in)

HK\$40,000 - 60,000

This work is number 58 from an edition of 58.

Provenance

Schoeni Collection, Hong Kong

達米恩·赫斯特

戰勝死亡

照相凹版蝕刻版畫

2008年作

簽名：Damien Hirst

版數：58/58

來源

香港少勵家族收藏



44

XLARGE X HAJIME SORAYAMA (B. 1947)

ROBOT GORILLA

2018

numbered 389/700 on the underside
PVC, fibreglass, alloy, LED light

Copyright by Hajime Sorayama and XLarge
Sculpture created by APPortfolio and produced by Artfont Maker

31 x 29 x 36 cm (12 3/16 x 11 7/16 x 14 3/16 in)

HK\$5,000 - 10,000
To be sold without reserve

This work is number 389 from an edition of 700 and is accompanied by its original presentation box.

Provenance

SORAYAMA x X-LARGE x APPortfolio x Nanzuka x Medicom
Acquired directly from the above by present owner

XLARGE x 空山基

機械人猩猩
聚氯乙烯 玻璃纖維 合金 LED燈泡
2018年作

版數：389/700

此作附原裝盒

來源

空山基 x XLARGE x APPortfolio x Nanzuka x Medicom
現藏家直接購自上述



45

JAVIER CALLEJA (B. 1971)

Do Not Touch

2020

signed and numbered 244/250 on the reverse of the canvas
resin, steel, string, acrylic on canvas

figure: 36 x 19 x 22 cm (14 1/5 x 7 1/2 x 8 7/10 in)

canvas: 20.5 x 16.5 cm (8 1/16 x 6 1/2 in)

The work is number 244 from an edition of 250, and is accompanied by its original presentation box.

HK\$10,000 - 15,000

Provenance

APPortfolio x Nanzuka

Acquired directly from the above by present owner

哈維爾·卡勒加

勿碰

樹脂 鋼 棉繩 壓克力 畫布

2020年作

背面簽名：244/250 Jai Call

版數：244/250

此作附原版精裝木盒

來源

APPortfolio x Nanzuka

現藏家直接購自上述



Bonhams

AUCTIONEERS SINCE 1793



Post-War & Contemporary Art

New York | July 1, 2020 at 1pm EST

INQUIRIES

+1 (212) 644 9039
jacqueline.towers-perkins@bonhams.com
bonhams.com/contemporary

RUTH ASAWA (1926 - 2013)

Untitled, (S.408, Hanging Five-Lobed, Two-Part Form, with the Second and Third Lobes Attached by Chain and Interior Spheres in the First and Third Lobes)
50 by 9 3/4 by 9 3/4 in. (127 by 24.77 by 24.77 cm.)
circa 1953-1954
\$1,000,000 - 1,500,000

Bonhams

AUCTIONEERS SINCE 1793



POP x CULTURE

New Bond Street, London | 16 October 2020

This Autumn, Bonhams London is delighted to present a dedicated auction celebrating two influential movements; Pop and Street Art – and the related art forms that swept across the world influencing fashion, music and youth culture.

ENQUIRIES

+44 (0) 20 7468 5815
cassi.young@bonhams.com
[bonhams.com/contemporary](https://www.bonhams.com/contemporary)

KEITH HARING (1958-1990)

Dog, 1986

Sold for £ 375,062 inc. premium

Post-War & Contemporary Art

London, New Bond Street, 12 March 2020

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 *Catalogue* to any defect, damage or restoration of the *Lot*. Please see paragraph 15. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. 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 at 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 equaling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*.

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

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

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

An electronic currency converter may be used at the Sale. This

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

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

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

5. BIDDING

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

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

Bidding in person

You should come to our *Bidder* registration desk at the Sale venue and fill out a Bidder Registration Form on (or, if possible, before) the day of the Sale. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the Sale. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer's*. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your Bidder Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for Sale. The decision of the *Auctioneer* is considered final and conclusive. At the end of the Sale, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

Bidding by telephone

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

Bidding by post or fax

Absentee and Telephone Bidding Forms can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the Sale. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the Sale. Please check your Absentee and Telephone Bidding Form carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity when submitting bids. Failure to do this may result in your bid not being placed.

Bidding via the internet

Please visit our *Website* at <http://www.bonhams.com> for details of how to bid via the internet.

Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and may require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any *contract* resulting from the acceptance of a *bid*. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the Sale. Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to an Absentee and Telephone Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your

client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

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

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

For this Sale the following rates of *Buyer's Premium* will be payable by *Buyers* on each *Lot* purchased:

27.5% on the first HK\$25,000 of the *Hammer Price*
25% of the *Hammer Price* above HK\$25,000

and up to HK\$3,500,000

20% of the *Hammer Price* above HK\$3,500,000

and up to HK\$31,000,000

13.9% of the *Hammer Price* above HK\$31,000,000

8. TAX

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

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus Tax and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to be made to us by 4.30 pm on the second working day after the Sale so that all sums are cleared by the seventh working day after the Sale. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams (Hong Kong) Limited). Bonhams reserves the right to vary the terms of payment at any time. Unless agreed by us advance payments made by anyone other than the registered *Buyer* will not be accepted.

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
Address :	Head Office 1 Queen's Road Central, Hong Kong
Account Name:	Bonhams (Hong Kong) Limited. - Client A/C
Account Number:	808 870 174001
SWIFT Code:	HSBCHKHHHKH

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

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 person;

Credit cards: American Express, Visa and Mastercard only. There is a HK\$200,000 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: There is no limit on payment value if payment is made in person.

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

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

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the *Seller* will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any Sale in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise.

Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraph 9 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references

to the *Seller*.

15. DAMAGE AND RESTORATION

Bidders should note that there is no reference to any defect, damage or restoration in this *Catalogue*. A detailed *Condition Report* can be provided by Bonhams up to 24 hours before the Sale. When providing *Condition Reports*, we do not guarantee that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*.

16. BOOKS

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

17. CLOCKS AND WATCHES

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

18. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

19. PICTURES

Explanation of Catalogue Terms

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

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

- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

20. PORCELAIN AND GLASS Damage and Restoration

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

21. WINE

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

Examining the wines

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

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

Corks and Ullages

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

Under 15 years old – into neck or less than 4cm

15 to 30 years old – top shoulder (ts) or up to 5cm

Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

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

Bottling Details and Case Terms

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

- CB – Château bottled
- DB – Domaine bottled
- 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.
- Ⓢ 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 DESCRIPTION IS LIMITED. YOU ARE STRONGLY ADVISED TO EXAMINE THE LOT FOR YOURSELF AND/OR OBTAIN AN INDEPENDENT EXAMINATION OF IT BEFORE YOU BUY IT.

1 THE CONTRACT

- 1.1 These terms govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by Bonhams on request. Where words and phrases are used which are in the List of Definitions in it, they are printed in italics.
- 1.3 *Seller* sells the *Lot* 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*; 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 a *Buyer*.

3 DESCRIPTIONS OF THE LOT

- 3.1 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.
- 3.2 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*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 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.
- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the *Sale* of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 5.1 *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.
- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

6 PAYMENT

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

7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams*.
- 7.2 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*.
- 7.3 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.
- 7.4 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.5 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, expenses and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

- 8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale* the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):
 - 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
 - 8.1.2 to re-sell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
 - 8.1.3 to retain possession of the *Lot*;
 - 8.1.4 to remove and store the *Lot* at your expense;
 - 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
 - 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
 - 8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;
 - 8.1.8 to retain possession of any other property sold to you by the

	<p><i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;</p> <p>8.1.9 to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i>, any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) 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 <i>Seller</i> or to <i>Bonhams</i>; and</p> <p>8.1.10 so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> 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 <i>Seller</i> or to <i>Bonhams</i> by you.</p> <p>8.2 You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> 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 <i>Seller</i> becomes liable to pay the same until payment by you.</p> <p>8.3 On any re-sale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i>, after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i>, within 28 days of receipt of such monies by him or on his behalf.</p>	
9	THE SELLER'S LIABILITY	
9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the Auctioneer's hammer in respect of the <i>Lot</i> .	
9.2	Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the <i>Sale of Goods Ordinance</i> (Chapter 26 of the Laws of Hong Kong) or otherwise.	
9.3	The <i>Seller</i> 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 <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	
9.4	The <i>Seller</i> 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 <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	
9.5	In any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , 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 <i>Seller's</i> 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> 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 <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> 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 either the benefit or burden of the <i>Contract for Sale</i> .	
10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> 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 <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .	
10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the	<p><i>Contract for Sale</i> 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.</p> <p>10.4 Any notice or other communication to be given under the <i>Contract for Sale</i> 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 <i>Seller</i>, addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (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.</p> <p>10.5 If any term or any part of any term of the <i>Contract for Sale</i> 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.</p> <p>10.6 References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams' officers</i>, employees and agents.</p> <p>10.7 The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.</p> <p>10.8 In the <i>Contract for Sale</i> "including" means "including, without limitation".</p> <p>10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.</p> <p>10.10 Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i>.</p> <p>10.11 Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i>.</p> <p>10.12 Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i>, it will also operate in favour and for the benefit of <i>Bonhams, Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assignees 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 itself of the same relevant right at law.</p>
11	GOVERNING LAW AND DISPUTE RESOLUTION	
11.1	Law All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. <i>Bonhams</i> has a disputes procedure in place	<p>1.5.3 we will provide a guarantee in the terms set out in paragraph 9.</p> <p>1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams' Website</i>, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i>. No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i>, if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i>.</p>
		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 <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i> .
		3
		PAYMENT
		3.1 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> :
		3.1.1 The <i>Purchase Price</i> for the <i>Lot</i> ;
		3.1.2 A <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and
		3.1.3 If the <i>Lot</i> is marked "[*]", an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i> .
		3.2 You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.
		3.3 All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i> . Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
		3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to the Tax at the appropriate rate and such Tax will be payable by you on all such sums.
		3.5 We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's 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> .
		3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i> , or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
		3.7 Where a number of <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 pro-rata to pay all amounts due to <i>Bonhams</i> .
		4
		COLLECTION OF THE LOT
		4.1 Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us, in cleared funds, everything due to the <i>Seller</i> and to us, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a stamped, paid invoice, obtained from our cashier's office.
		4.2 You must collect and remove the <i>Lot</i> at your 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> .
		4.3 For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i> . Thereafter, the <i>Lot</i> 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 <i>Notice to Bidders</i> .
		4.4 If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i> , you authorise us, acting as your agent and on your behalf, to enter into a contract (the " <i>Storage Contract</i> ") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</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> .
		4.6 You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i> . You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i> , any <i>Expenses</i> and all charges due under the <i>Storage Contract</i> .

- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.
- 5 STORING THE LOT**
- We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the *Notice to Bidders*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.
- 6 RESPONSIBILITY FOR THE LOT**
- 6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.
- 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS**
- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the *Lot*;
- 7.1.3 to remove, and/or store the *Lot* at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *sale*) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time there after in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for *sale*) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.
- 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT**
- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the *Lot* to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
- 9 FORGERIES**
- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.
- 9.3 Paragraph 9 will not apply in respect of a *Forgery* if:
- 9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1) (b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, *Tax* and *Expenses* paid by you in respect of the *Lot*.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.
- 10 OUR LIABILITY**
- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams'* Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.
- 10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *sale* to you by woodworm and any *damage* is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or *damage* is caused by or claimed in respect of any negligence, other tort, breach of *contract*, statutory duty, *bailee's* duty, a restitutionary claim or otherwise.
- 10.4 In any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you maybe entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any *loss* or *damage* alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of *contract*, statutory duty, *bailee's* duty, a restitutionary claim or otherwise. You may wish to protect yourself against loss by obtaining insurance.
- 10.5 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.
- 11 MISCELLANEOUS**
- 11.1 You may not assign either the benefit or burden of this agreement.
- 11.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 11.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances 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.
- 11.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by registered post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 11.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 11.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 11.8 In this agreement "including" means "including, without limitation".
- 11.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 11.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 11.11 Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 11.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to avail itself of the same relevant right at law.

12 GOVERNING LAW

12.1 Law

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

12.2 Language

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

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

APPENDIX 3

DEFINITIONS and GLOSSARY

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

LIST OF DEFINITIONS

"Additional Premium" a premium, calculated in accordance with the Notice to Bidders, to cover Bonhams' expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the Buyer to Bonhams on any Lot marked [P] 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 Auctioneer.

"Hong Kong" the Hong Kong Special Administrative Region of the People's Republic of China.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2.1 of the Conditions of Business.

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

"Lot" any item consigned to Bonhams with a view to its sale at auction or by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for sale as one lot).

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

"New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of Commission and Tax which would have been payable if the Lot had been sold at the Notional Price.

"Notional Fee" the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low estimates given by us to you or stated in the Catalogue or, if no such estimates have been given or stated, the Reserve applicable to the Lot.

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

"Purchase Price" the aggregate of the Hammer Price and Tax on the Hammer Price, (where applicable) the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.

"Reserve" the minimum price at which a Lot may be sold (whether at auction or by private treaty).

"Sale" the auction sale at which a Lot is to be offered for sale by Bonhams.

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

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

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

"Stamp" means a postage stamp offered for sale at a Specialist Stamp sale.

"Standard Examination" a visual examination of a Lot by a non-specialist member of Bonhams' staff.

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

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

"Tax" means all taxes, charges, duties, imposts, fees, levies or other assessments, and all estimated payments thereof, including without limitation income, business profits, branch profits, excise, property, sales, use, value added (VAT), environmental, franchise, customs, import, payroll, transfer, gross receipts, withholding, social security, unemployment taxes, as well as stamp duties and other costs, imposed by the Hong Kong government applicable from time to time and any interest and penalty relating to such taxes, charges, 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.
- (2) In a contract of sale, in the case of which there appears from the contract or is to be inferred from the circumstances of the contract an intention that the seller should transfer only such title as he or a third person may have, there is-
 - (a) an implied warranty that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made; and
 - (b) an implied warranty that neither-
 - (i) the seller; nor
 - (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.

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2. 拍賣品

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

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

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

敬請注意拍賣品的實際狀況可能不及其外觀所顯示的狀況。尤其是可能有部件已置換或更新，拍賣品亦可能並非真品或具有滿意品質；拍賣品的內部可能無法查看，而其可能並非原物或有損壞，例如為癩裡或物料所覆蓋。鑑於很多拍賣品出產年代久遠，故可能有損毀及/ 或經過修理，閣下不應假設拍賣品狀況良好。

電子或機械部件或會不能操作或並不符合現時的法律要求。閣下不應假設其設計為使用主電源的電器物品乃適合接上主電源，閣下應在得到合格電工報告其適合使用主電源後，方可將其接上主電源。不適合接上電源的物品乃僅作為擺設物品出售。若閣下對拍賣品並無專業知識，則應諮詢有該等知識人士的意見。本公司可協助閣下安排進行（或已進行）更詳細的查驗。詳情請向本公司職員查詢。任何人士損毀拍賣品須承擔所導致的損失。

3. 拍賣品的說明及成交價估計

拍賣品的合約說明

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

成交價估計

在大部份情況下，成交價估計會刊載於資料旁邊。成交價估計僅為邦瀚斯代表賣家表達的意見，而邦瀚斯認為拍賣品相當可能會以該價成交；成交價估計並非對價值的估計。成交價估計並無計及任何應

付稅項或買家費用。拍賣品實際成交价可能低於或高於成交价估計。閣下不應依賴任何成交价估計為拍賣品實際售價或價值的指標。

成交價估計採用拍賣會所用的貨幣單位。

狀況報告

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

賣家對閣下的責任

就賣家或其代表所作出以任何形式說明拍賣品或有關拍賣品預測售價或可能售價的任何陳述或申述的準確性或完備性，賣家並無或並無同意作出任何事實陳述或合約承諾、擔保或保證，亦不就其承擔不論合約或侵權法上的任何義務或責任（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价估計的陳述或申述概不納入賣家與買家訂立的任何銷售合約內。

邦瀚斯 對閣下的責任

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

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

閣下不應假定已經進行該等查驗、調查或測試。就邦瀚斯 或其代表所作出以任何形式說明拍賣品或有關拍賣品預測售價或可能售價的任何陳述或申述的準確性或完備性，邦瀚斯 並無或並無同意作出任何事實陳述，亦不就其承擔任何（不論合約或侵權法上的）義務或責任。

邦瀚斯 或其代表以任何形式說明拍賣品或任何成交价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价估計。

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

4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

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

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

拍賣速度可超過每小時100項拍賣品，而出價增幅一般約為10%。然而，這些都可因不同的拍賣會及拍賣人而有所不同，請向主辦拍賣會的部門查詢這方面的意見。

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

倘若設有底價，並假設底價所用的貨幣單位對成交价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价估計。任何拍賣品的買家為出價最高者（在符合任何適用的底價的情況下）並為拍賣人以敲打拍賣人槌子形式接納其出價的競投人。任何有關最高可接受出價的爭議由拍賣人以絕對酌情權決定。

所有競投出價須就拍賣人宣佈的實際拍賣品編號作出。

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

本公司謹此知會閣下，本公司可能為保安理由以及協助解決拍賣會上可能在出價方面產生的任何爭

議，而以攝錄機錄影拍賣會作為記錄及可能將電話內容錄音。

在某些例如拍賣珠寶的拍賣會，我們或會在銀幕上投射拍賣品的影像，此服務乃為便於在拍賣會上觀看。銀幕上的影像只應視為顯示當時正進行拍賣的拍賣品，閣下須注意，所有競投出價均與拍賣人實際宣佈的拍賣品編號有關，本公司不會就使用該等銀幕的任何錯誤而負責。

5. 競投

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

即使已填妥競投表格，本公司仍有權拒絕任何人士進入拍賣會。

親自出席競投

閣下須於拍賣會舉行當日（或，如可以，之前）前往拍賣會的競投人登記櫃檯填寫競投人登記表格。所採用的競投編號制度可稱為「舉牌競投」。閣下會獲發一個註有號碼的大型牌子（「號牌」），以便閣下於拍賣會競投。要成功投得拍賣品，閣下須確保拍賣人可看到閣下號牌的號碼，該號碼會用作識別閣下為買家。由於所有拍賣品均會按照競投人登記表格所載的姓名及地址發出發票，故閣下不應將號牌轉交任何其他人士使用。發票一經發出後將不予更改。

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

拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

電話競投

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

以郵遞或傳真方式競投

缺席者及電話競投表格載於本圖錄後，閣下須填妥該表格並送交負責有關拍賣會的辦事處。由於在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，本公司不會代未能收到及/ 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，須受拍賣品的底價及其可出價的規限。在適當時，閣下的出價會下調至最接近之金額，以符合拍賣人指定的出價增幅。新競投人在遞交出價時須提供身份證明，否則可導致閣下的出價不予受理。

網上競投

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

透過代理人競投

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

在上文規限下，倘若閣下是代表他人於拍賣會競投拍賣品，請知會本公司。同樣，倘若閣下擬委託他人代表閣下於拍賣會競投，亦請知會本公司，但根據閣下所填缺席者及電話競投表格而由本公司代為競投除外。假若本公司並無於拍賣會前以書面形式認可有關代理安排，則本公司有權假定該名於拍賣會上競投的人士是代表本身進行競投。因此，該名於拍賣會上競投的人士將為買家，並須負責支付成交价及買家費用以及有關收費。若本公司事先已

認許閣下所代表的當事人，則我們會向閣下的主事人發出發票而非閣下。就代理代表其當事人作出的出價，本公司須事先獲得該當事人的身份證明及地址。有關詳情，請參與本公司的業務規則及聯絡本公司客戶服務部。

6. 買家與賣家及買家與邦翰斯的合約

於買家投得拍賣品後，賣家與買家須按圖錄後附錄一所載銷售合約的條款，訂立拍賣品的銷售合約，除非該等條款已於拍賣會前及/ 或於拍賣會上以口頭公佈形式被修訂。閣下須負責支付買價，即成交價加任何稅項。

同時，本公司作為拍賣人亦會與買家訂立另一份合約，即買家協議，其條款載於圖錄後部的附錄二內。若閣下為成功競投人，請細閱本圖錄內銷售合約及買家協議的條款。本公司可於訂立該等協議前修訂其中一份或同時兩份協議的條款，修訂方式可以是在圖錄載列不同的條款，及/ 或於圖錄加入插頁，及/ 或於拍賣會場地以通告，及/ 或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。

7. 買家費用及買家須支付的其他收費

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

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25,000港元的27.5%
成交價25,000港元以上至3,500,000港元的25%
成交價3,500,000港元以上至 31,000,000港元的20%
成交價31,000,000港元以上的13.9%

8. 稅項

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

9. 付款

於出價競投拍賣品前，閣下必須確保擁有可動用資金，以向本公司全數支付買家及買家費用（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）（所有支票須以Bonhams (Hong Kong) Limited）。邦翰斯保留於任何時間更改付款條款的權利。除非本公司事先同意，由登記買家以外的任何人士付款概不接受。

邦翰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: HSBCHKHHHKHH

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

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：以此方法付款，將不收取額外的費用。

我們建議，閣下在拍賣前可預先通知發卡銀行，以免免於付款時，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，本公司每次拍賣接受總數不超過HK\$200,000。如所購得的拍賣品總值超過HK\$200,000，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、犀牛角、珊瑚及其他受限制物品所做成的物品或包含該等原素的物品。辦理該等出口證可能需時八個星期。

請注意在圖錄內拍賣品編號旁附有Y的拍賣品包含一個或多個上述的限制物品。但沒有附有Y字母的，並不自動地表示拍賣品不受CITES規例所限。本公司建議買家在出價前從有關監管機構取得關於進出口管制的資料、規定及費用。

14. 賣家及/ 或邦翰斯的責任

除根據銷售合約賣家須對買家承擔的責任外，本公司或賣家（不論是疏忽或其他）概不對拍賣品說明或拍賣品的成交價估計的任何錯誤或錯誤說明或遺漏負責，而不論其是載於圖錄內或其他，亦不論是於拍賣會上或之前以口頭或書面形式作出。本公司或賣家亦不就任何業務、利潤、收益或收入上的損失，或聲譽受損，或業務受干擾或管理層或職工浪費時間，或任何種類的間接損失或相應產生的損害而承擔任何責任，而在任何情況下均不論指稱所蒙受損失或損害賠償的性質、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（如有）或法定責任、復還申索或其他而產生或就此而申索。在任何情況下，倘若本公司及/ 或賣家就任何拍賣品或對任何拍賣品的說明或成交價估計，或任何拍賣品有關拍賣會的進行而須承擔責任，不論其是損害賠償、彌償或責任分擔，或復還補救責任或其他，本公司及/ 或賣家的責任（倘若本公司及賣家均須負責，雙方聯同負責）將限於支付金額最高不超過拍賣品買價的款項，而不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是由於任何疏忽、其他侵權法、違反合約（如有）或法定責任或其他而產生。上文所述不得解釋為排除或限制（不論直接或間接）本公司就(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章僱用法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任或(v)本公司根據買家協議第9段的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。此段同樣適用於賣家，猶如本段凡提述本公司均以賣家取代。

15. 損壞及修復

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

16. 書籍

如上文所述，拍賣品乃以其「現況」售予買家，附有以下拍賣品說明所列出的各種瑕疵、缺點及錯誤。然而，在買家協議第 11 段所列出的情況下，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稅。

17. 鐘錶

所有拍賣品均以拍賣時的「現況」出售；對於鐘錶狀況並沒有提供任何指引，並不代表該拍賣品狀況良好、毫無缺陷，或未曾維修、修復。大部份鐘錶在其正常使用期內都曾維修，並或裝進非原裝的配件。此外，邦翰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裝置，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進。

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透明度；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說明更詳盡的證書；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。倘若邦翰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，邦翰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。邦翰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。

估計重量

如該寶石重量在本圖錄內文裡以大寫字母顯示，表明該寶石未經鑲嵌，並且是由邦翰斯稱重量的。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，由華青斯基製造

當製造者的名字出現在名稱裡，邦翰斯認為該物件由該製造者製作。

2. 鑽石胸針，由華青斯基署名

邦翰斯認為有署名的該是眞品，但可能包含非原裝的寶石，或該物件經過改動。

3. 鑽石胸針，由華青斯基裝嵌

邦翰斯認為物件由該珠寶商或寶石匠創作，但所用寶石或設計是由客戶提供的。

19. 圖畫

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說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，但不一定是其弟子；

「巴薩諾風格」：我們認為這是該藝術家風格的，並且屬較後期的作品；

「仿巴薩諾」：我們認為這是該藝術家某知名畫作的複製作品；

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

筆；

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

20. 瓷罇及玻璃

損毀及修復

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

21. 葡萄酒

凡在本公司總部拍賣場的以及需繳納增值稅的拍賣品，或不能立刻領取。

檢驗葡萄酒

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

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

酒塞與缺量

缺量指瓶塞底與液面之間的空間。波爾多酒瓶的缺量水平一般在瓶頸下才會注意得到；而對於勃艮第、阿爾薩斯、德國及干邑的酒瓶，則要大於4厘米（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年一瓶肩頂部 (ts) 或最多5厘米

30年或以上一瓶肩高度 (hs) 或最多6厘米

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

批量購買的選擇

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

酒瓶細節及酒箱詞彙

本圖錄內下列詞彙有以下的意義：

CB 一 酒莊瓶裝

DB 一 葡萄園瓶裝

EstB 一 莊園瓶裝

BB 一 波爾多瓶裝

BE 一 比利時瓶裝

FB 一 法國瓶裝

GB 一 德國瓶裝

OB 一 奧波爾圖瓶裝

UK 一 英國瓶裝

owc 一 原裝木箱

iwc 一 獨立木箱

oc 一 原裝紙板箱

符號

以下符號表明下列情況：

- Y 當出口這些物件至歐盟以外地方，將受瀕危野生動植物種國際貿易公約限制，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。
- Φ 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。如就詮釋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。

附錄一

銷售合約

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

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

1 合約

1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。

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

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

1.4 拍賣人就閣下的出價落槌即表示成交時，本合約即告成立。

2 賣家的承諾

2.1 賣家向閣下承諾：

2.1.1 賣家為拍賣品的擁有人或由擁有人正式授權出售拍賣品；

2.1.2 除在圖錄內所載有關拍賣品的資料有披露以外，賣家出售的拍賣品將附有全面所有權的保證，或如果賣家為遺囑執行人、受託人、清盤人、接管人或管理人，則他擁有因該身份而附於拍賣品的任何權利，業權或權益。除非賣家為遺囑執行人、受託人、清盤人、接管人或管理人，賣家在法律上有權出售拍賣品，及能授予閣下安寧地享有對拍賣品的管有。

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

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

3 拍賣品的說明

3.1 第2.1.5段載述何謂拍賣品的合約說明，尤其是拍賣品並非按圖錄內資料當串沒有以粗體刊載的內容出售，該等內容僅載述（代表賣方）邦瀚斯對拍賣品的意見，而並不構成拍賣品售出時所按的合約說明的一部份。任何並非第2.1.5段所述該部份資料的任何陳述或申述，包括任何說明或成交價做計，不論是口頭或書面，包括載於圖錄內或於邦瀚斯的網站上或以行為作出或其他，不論由或代表賣家或邦瀚斯及是否於拍賣會之前或之上作出，一概不構成拍賣品售出時所按的合約說明的一部份。

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

一概不納入本銷售合約。

- 4 對用途的合適程度及令人滿意的品質
- 4.1 賣家並無亦無同意對拍賣品的令人滿意品質或其就任何用途的合適程度作出任何合約允諾、承諾、責任、擔保、保證或事實陳述。
- 4.2 對於拍賣品的令人滿意品質或其就任何用途的合適程度，不論是香港法例第26章貨品售賣條例所隱含的承諾或其他，賣家毋就違反任何承諾而承擔任何責任。

5 風險、產權及所有權

5.1 由拍賣人落槌表示閣下投得拍賣品起，拍賣品的風險即轉由閣下承擔。不管閣下是否已向邦瀚斯或儲存承辦商閣下作為買家與儲存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。

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

6 付款

6.1 在拍賣人落槌表示閣下投得拍賣品後，閣下即有責任支付買價。

6.2 就支付買價及閣下應付予邦瀚斯的所有其他款項而言，時限規定為要素。除非閣下與邦瀚斯（代表賣家）以書面另有協定（在此情況下，閣下須遵守該協議的條款），閣下必須最遲於拍賣會後第二個工作日下午四時三十分，以拍賣會採用的貨幣向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。

7 領取拍賣品

7.1 除非閣下與邦瀚斯以書面另有協定，只可待邦瀚斯收到全額等於全數買價及閣下應付予賣家及邦瀚斯的所有其他款項的已結清款項後，閣下或閣下指定的人士方可獲發放拍賣品。

7.2 賣家有權保持管有閣下同一或任何另外的拍賣會向閣下出售的任何其他拍賣品，不論其目前是否由邦瀚斯管有，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。

7.3 閣下須自費按照邦瀚斯的指示或規定領取由邦瀚斯保管及/ 或控制或由儲存承辦商保管的拍賣品，並將其移走。

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

7.5 倘閣下未有按照本第7段提走拍賣品，閣下須全面負責賣家涉及的搬運、儲存或其他收費或開支。閣下並須就賣家因閣下未能提走拍賣品而招致的所有收費、費用，包括任何法律訟費及費用，開支及損失，包括根據任何儲存合約的任何收費，向賣家作出彌償。所有此等應付予賣家的款項均須於被要求時支付。

8 未有支付拍賣品的款項

8.1 倘若閣下未有按照銷售合約向邦瀚斯支付拍賣品的全數買價，則賣家有權在事先得到邦瀚斯的書面同意下，但無須另行通知閣下，行使以下一項或多項權利（不論是透過邦瀚斯或其他）：

- 8.1.1 因閣下違反合約而即時終止銷售合約；
- 8.1.2 在給予閣下七日書面通知，知會閣下擬重新出售拍賣品後，以拍賣、私人協約或任何其他方式重新出售拍賣品；
- 8.1.3 保留拍賣品的管有權；
- 8.1.4 遷移及儲存拍賣品，費用由閣下承擔；
- 8.1.5 就閣下於銷售合約所欠的任何款項及/ 或違約的損害賠償，向閣下採取法律程序；
- 8.1.6 就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本利率加5厘的年利率每日計息；
- 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（除非賣家作為消費者向賣家購買拍賣品而賣家於業務過程中出售該拍賣品），閣下謹此授予賣家不可撤銷特許，准許賣家或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論

- 是否連同汽車），以取得拍賣品或其任何部份的管有權；
- 8.1.8 保留賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售的任何其他財產的管有權，直至根據銷售合約應付的所有款項已以結清款項全數支付為止；
- 8.1.9 保留由賣家及/或邦瀚斯（作為賣家的受託保管人）因任何目的（包括但不限於其他已售予閣下的貨品）而管有的閣下任何其他財產的管有權，並在給予三個月書面通知下，不設底價出售該財產，以及把因該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；及只要該等貨品仍然由賣家或邦瀚斯作為賣家的受託保管人管有，撤銷賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售任何其他貨品的銷售合約，並把已收到閣下就該等貨品支付的任何款項，部份或全部用於清償閣下欠負賣家或邦瀚斯的任何款項。
- 8.2 就因邦瀚斯根據本第8段採取行動而招致賣家負上的所有法律及其他強制執行費用、所有損失及其他開支及費用（包括為獲發還拍賣品而應付邦瀚斯的任何款項）（不論是否已採取法律行動），閣下同意按全數彌償基準連同其利息（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**
- 9.1 在拍賣人落槌表示拍賣品成交後，賣家無須再就拍賣品所引致的任何損傷、損失或損害負責。
- 9.2 在下文第9.3至9.5段的規限下，除違反第2.1.5段所規定的明確承諾外，不論是根據香港法例第26章貨品售賣條例而默示的條款或其他，賣家無須就違反拍賣品須與拍賣品的任何說明相應的條款而負責。
- 9.3 就賣家或其代表於本協議之前或之後或於拍賣會之前或進行期間，所作出（不論是以書面，包括在圖錄或網站，或口頭形式或以行為或其他）的任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，賣家均無須承擔任何相關的責任（不論為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失責陳述條例的責任，或任何其他責任）。
- 9.4 就買家或買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或聲譽受損，或業務受干擾或浪費時間，或任何種類的間接損失或相應產生的損害，賣家均無須承擔任何相關的責任，不論該指稱所蒙受損失或損害的性質、數量或來源，亦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、或申述，或就本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或以其他任何形式，賣家的責任將限於支付金額最高不超過拍賣品買價的款項，不論該損失或損害賠償或所申索應付款項的性質、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。
- 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）任何人就(i)欺詐，或(ii)因賣家疏忽（或因賣家所控制的任何人士或賣家在法律上須代其負責的任何人士的疏忽）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約所產生任何權利的能力。
- 10.3 倘銷售合約任何一方，因在合理控制範圍以外的情況下而無法履行該訂約方根據銷售合約的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第6段對閣下施加的責任。
- 10.4 銷售合約下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以第一類郵件或空郵或以傳真方式發送，並就賣家而言，發送至圖錄所載邦瀚斯的地址或傳真號碼（註明交公司秘書收），由其轉交賣家；而就閣下而言，則發送至競投表格所示的買家地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須有責任確保其清晰可讀並於任何適用期間內收到。
- 10.5 倘若銷售合約的任何條款或任何條款的任何部份被認定為不可強制執行或無效，則該等不可強制執行或無效並不影響該合同其餘條款或有關條款其餘部份的強制執行能力或有效性。
- 10.6 銷售合約內凡提述邦瀚斯均指，倘適用，包括邦瀚斯的高級職員、僱員及代理。
- 10.7 銷售合約內所用標題僅為方便參考而設，概不影響合約的詮釋。
- 10.8 銷售合約內「包括」一詞指「包括，但不限於」。
- 10.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。
- 10.10 凡提述第某段，即指銷售合約內該編號的段落。
- 10.11 除第10.12段有明確規定外，銷售合約概無賦予（或表示賦予）非銷售合約訂約方的任何人士，任何銷售合約條款所賦予的利益或強制執行該等條款的權利。
- 10.12 銷售合約凡賦予賣家豁免、及/或排除或限制其責任時，邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後續公司及承讓公司，以及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
- 11.2 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。
- 語言
- 本銷售合約以中英文刊載。如就詮釋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士。
- 1.2 拍賣會圖錄內附錄三所載的釋義及詞彙已納入本協議，本公司可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本協議內以斜體刊載。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閣下負責或承擔個人責任，邦瀚斯作為主事人出售拍賣品除外。
- 1.5 本公司對閣下的個人責任受本協議規管，在下文條款所規限下，本公司同意下列責任：
- 1.5.1 本公司會按照第5段儲存拍賣品，直至競投人通告所指定的日期及時間或另行通知閣下為止；
- 1.5.2 在賣家或本公司拒絕向閣下發放拍賣品的任何權力所規限下，本公司會於閣下已以結清

- 款項向本公司及賣家所須支付之所有款項後，即按照第4段向閣下發放拍賣品；
- 1.5.3 本公司會按照第9段所載條款提供擔保。
- 1.6 不論於此協議之前或之後或於拍賣會之前或之上，對由本公司或代表本公司或由賣家或代表賣家所作出的任何拍賣品的說明或其成交價估計（不論其是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上，或以行為作出或其他），或對該等拍賣品的說明或其成交價估計的準確性或完備性，本公司一概不作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述。該等說明或成交價估計一概不納入閣下與本公司訂立的本協議。任何由本公司或代表本公司作出該等說明或成交價估計，均是代賣家而作出（邦瀚斯作為主事人出售拍賣品除外）。
- 2 履行銷售合約**
- 閣下個人向本公司承諾，閣下將遵守及遵從閣下根據拍賣品銷售合約對賣家的所有責任及承諾。
- 3 付款**
- 3.1 除非閣下與本公司另有書面協定或競投人通告另有規定外，閣下最遲須於拍賣會後第二個工作日下午四時三十分向本公司支付：
- 3.1.1 拍賣品的買價；
- 3.1.2 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个工作日或之前已以結清款項收悉。
- 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、任何開支及稅項以及任何賺得及/或產生的利息，利益歸本公司，直至將款項付予賣家時止。
- 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，閣下一旦已以結清款項向賣家及本公司支付應付的款項後，本公司可即向閣下或按閣下的書面指示發放拍賣品。領取拍賣品時，必須出示從本公司的出納員的辦公室取得已加蓋印章的發票，方獲發行。
- 4.2 閣下須按競投人通告指定的日期及時間，自費領取拍賣品，倘未有指定任何日期，則為拍賣會後第七日下午四時三十分或之前。
- 4.3 於第4.2段所述的期間內，可按競投人通告指定的日期及時間到競投人通告所述地址領取拍賣品。其後拍賣品可能遷移至其他地點儲存，屆時閣下必須向本公司查詢可在何時何地領取拍賣品，儘管此資料通常會列於競投人通告內。
- 4.4 若閣下未有於競投人通告指定的日期領取拍賣品，則閣下授權本公司作為閣下代理，代表閣下與儲存承辦商訂立合約（「儲存合約」），條款及條件按邦瀚斯當時與儲存承辦商協定（可應要求提供副本）的標準條款及條件儲存拍賣品。倘拍賣品儲存於本公司物業，則須由第4.2段所述期間屆滿起，按本公司目前的每日收費（目前最低為每項拍賣品每日50港元另加稅項）支付儲存費，該等儲存費為本公司開支的一部份。
- 4.5 於直至閣下已全數支付買價及任何開支為止，拍賣品將由本公司作為賣家的代理持有，或由儲存承辦商作為賣家及本公司的代

	理按照儲存合約的條款持有。				
4.6	閣下承諾遵守任何儲存合約的條款，尤其是支付根據任何儲存合約應付的收費（及所有搬運拍賣品入倉的費用）。閣下確認並同意，於直至閣下已支付買價，任何開支及所有儲存合約下的收費為止，閣下不得從儲存承辦商的物業領取拍賣品。				
4.7	閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。				
4.8	倘閣下未有按照第4.2段提走拍賣品，閣下須全面負責本公司涉及的任何搬運、儲存或其他收費（按照本公司的目前收費率）及任何開支（包括根據儲存合約的任何收費）。所有此等款項須於本公司要求時由閣下支付，並無論如何，於閣下或閣下的代表領取拍賣品前必須支付。	7.3	倘閣下僅支付部份應付予本公司的款項，則該等付款將首先用於支付該拍賣品的買價（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買價），然後支付買家費用（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買家費用），然後用以支付應付予本公司的任何其他款項。	10.1	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，包括在圖錄或邦翰斯的網站上或口頭形式或以行為或其他）任何拍賣品說明或資料或拍賣品的成交估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，本公司無須就此而承擔任何責任，不論是否為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任。
5	拍賣品儲存 本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）為止，以較早日為準，並在第6及第10段規限下，作為受託保管人而就拍賣品的損壞或損失或毀壞向閣下負責（儘管在支付買價前，拍賣品仍未為閣下的財物）。若閣下於競投人通告所規定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）前仍未領取拍賣品，本公司可將拍賣品遷往另一地點，有關詳情通常會載於競投人通告內。倘若閣下未有按第3段就拍賣品付款，而拍賣品被移送至任何第三者物業，則該第三者會嚴格地以邦翰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。	7.4	本公司根據第7段的權利出售任何拍賣品所收到的款項，於支付應付予本公司及/或賣家的所有款項後仍由本公司持有的餘款，將於本公司收到該等款項的二十八日內交還閣下。	10.2	當拍賣品由閣下承擔風險時及/或當拍賣品已成為閣下的財產並由本公司保管及/或控制時，本公司對閣下之責任限於對閣下行使合理程度的謹慎，惟本公司無須就因下述原因對拍賣品或其他人士或物件造成的損害負責：
6	對拍賣品的責任	8	其他人士就拍賣品的申索	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，或任何損壞乃由於拍賣品受蟲蛀所導致；或
6.1	待閣下向本公司支付買價後，拍賣品的所有權方會移交閣下。然而，根據銷售合約，拍賣品的風險則由閣下投得拍賣品之時起由閣下承擔。	8.1	倘本公司知悉除閣下及賣家外有人就拍賣品提出申索（或可合理地預期會提出申索），本公司有絕對酌情權決定以任何方式處理拍賣品，以確立本公司及其他涉及人士的合法權益及在法律上保障本公司的地位及合法權益。在不損害該酌情權的一般性原則下，並作為舉例，本公司可：	10.2.2	大氣壓力改變；本公司亦不就以下負責：
6.2	閣下應於拍賣會後盡快為拍賣品投買保險。	8.1.1	保留拍賣品以調查就拍賣品提出或本公司合理地預期會提出的任何問題；及/或	10.2.3	弦樂器的損壞；或
7	未能付款或提取拍賣品及部份付款	8.1.2	向閣下以外的其他人士交付拍賣品；及/或	10.2.4	金箔畫架、石膏畫架或畫架玻璃的損壞；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。
7.1	倘若應付予本公司的所有款項未有於其到期支付時全數支付，及/或未有按照本協議提取拍賣品，則本公司可行使以下一項或多項權利（在不損害本公司可以代賣家行使的任何權利下），而無須另行通知閣下：	8.1.3	展開互爭權利訴訟或尋求任何法院、調解人、仲裁人或政府機關的任何其他命令；及/或	10.3	就買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或業務聲譽受損，或業務受干擾或浪費時間，或倘若閣下於業務過程中購買拍賣品，就任何種類的間接損失或相應產生的損害，本公司均無須向閣下承擔任何相關的責任，不論指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生或就此而申索。
7.1.1	因閣下違反合約而即時終止本協議；	8.1.4	就採取閣下同意的行動，要求閣下提供彌償保證及/或抵押品。	10.4	在任何情況下，倘若本公司就拍賣品，或任何就拍賣品的作為、不作為、陳述，或本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或不論任何形式，本公司的責任將限於支付金額最高不超過拍賣品買價加買家費用（減除閣下可能有權向賣家收回的款項）的款項，不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。
7.1.2	保留拍賣品的管有權；	8.2	第8.1段所述的酌情權；		閣下宜購買保險以保障閣下的損失。
7.1.3	遷移及/或儲存拍賣品，費用由閣下承擔；	8.2.1	可於本公司對拍賣品擁有實際或推定管有權時隨時行使，或倘若該管有權因法院、調解人、仲裁人或政府機關的任何裁決、命令或判決而終止，於該管有權終止後隨時行使；及	10.5	上文所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責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。
7.1.4	就閣下所欠的任何款項（包括買價）及/或違約的損害賠償，向閣下採取法律程序；	9	贖品		一般事項
7.1.5	就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本借貸利率加5厘的年利率每日計息；	9.1	本公司根據第9段的條款就任何贖品承擔個人責任。	11	閣下不得轉讓本協議的利益或須承擔的責任。
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；	9.2	第9段僅於以下情況適用：	11.1	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。
7.1.7	在給予閣下三個月書面通知，知會閣下本公司擬出售拍賣品後，以拍賣、私人協約或任何其他方式按不設底價形式出售拍賣品；	9.2.1	閣下為本公司就拍賣品發出原有發票的抬頭人，而該發票已被支付；及	11.2	倘本協議任何一方，因在其合理控制範圍以外的情況下而無法履行該訂約方根據本協議的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第3段對閣下施加的責任。
7.1.8	保留由本公司因任何目的（包括，但不限於，其他已售予閣下或交予本公司出售的貨品）而管有的閣下任何其他財產的管有權，直至所有應付本公司款項已全數支付為止；	9.2.2	閣下於知悉拍賣品為或可能為贖品後，在合理地切實可行範圍內盡快，並無論如何須於拍賣會後一年內，以書面通知本公司拍賣品為贖品；及	11.3	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（如發給邦翰斯，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。
7.1.9	以本公司因任何目的而收到的閣下款項，無論該等款項於閣下失責時或其後任何時間收到，用作支付或部份支付閣下於本協議下應付予本公司的任何款項；	9.2.3	於發出該通知後一個月內，閣下把拍賣品退回本公司，而拍賣品的狀況須與拍賣會時的狀況一樣，並連同證明拍賣品為贖品的書面證明，以及有關拍賣會及拍賣品編號的資料以識別該拍賣品。	11.4	倘若本協議的任何條款或任何條款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
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；	9.3	於下述情況下，第9段不適用於贖品：		
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。	9.3.1	圖錄所載有關該拍賣品的資料已反映當時學者及專家的公認意見，或已公平地指出該等意見有衝突，或已反映公認為有關範疇主要專家在當時的意見；或	11.5	
7.2	就因本公司根據第7段採取行動而招致的	9.3.2	僅可採用於刊印圖錄日期前一般不會採用的方法才能確定拍賣品為贖品，或採用的確定方法在所有情況下本公司若採用則屬不合理。		
		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贖品而必需進行的程序及測試。		
		9.5	倘本公司信納拍賣品為贖品，本公司會（作為主事人）向閣下購買該拍賣品，而閣下須按照香港法例第26章貨品售賣條例第14(1)(a)及14(1)(b)條規定，向本公司轉讓有關拍賣品的所有權，並附有全面所有權的保證，不得有任何留置權、質押、產權負擔及敵對申索，而本公司將向閣下支付相等於閣下就拍賣品已支付的買價、買家費用、稅項及開支總數的款項。		
		9.6	第9段的利益為僅屬於閣下個人的利益，閣下不能將其轉讓。		
		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。		
		9.8	第9段不適用於由或包括一幅或多幅中國畫、一輛或多輛汽車、一個或多個郵票或一本或多本書籍構成的拍賣品。		
		10	本公司的責任		

- 性。
- 11.6 本協議內凡提述邦瀚斯均指，倘適用，包括邦瀚斯的高級職員、僱員及代理。
- 11.7 本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。
- 11.8 本協議內「包括」一詞指「包括，但不限於」。
- 11.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。
- 11.10 凡提述第某段，即指本協議內該編號的段落。
- 11.11 除第11.12段有明確規定外，本協議概無賦予（或表示賦予）非本協議訂約方的任何人士，任何本協議條款所賦予的利益或強制執行該等條款的權利。
- 11.12 本協議凡賦予賣家豁免、及/或排除或限制邦瀚斯責任時，邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後續公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上利益。
- 12 **規管法律**
- 12.1 **法律**
本協議下的所有交易以及所有有關事宜，均受香港法例規管並根據其解釋。
- 12.2 **語言**
本買家協議以中英文刊載。如就詮釋本買家協議有任何爭議，以英文條款為本。

保障資料一 閣下資料的用途

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

本公司可利用閣下的資料向閣下發出有關本公司服務變動的通知，以及向閣下提供有關產品或服務的資料，而該等資料乃閣下要求本公司提供或本公司認為閣下可能對該等產品及服務感興趣。有關閣下的資料可能用作分析，以了解閣下在這方面的潛在喜好。本公司可能向本集團任何成員公司（指本公司的附屬公司、本公司最終控股公司及其附屬公司，定義見二零零六年英國公司法第1159條及附表6，包括海外附屬公司）披露閣下的資料。除此以外，本公司不會向任何第三方披露閣下的資料，惟本公司可能不時向閣下提供我們相信閣下可能感興趣的第三方貨品及服務的有關資料。本集團任何成員公司亦可以閣下的資料作類似用途。本公司將保留閣下的資料為期五年，由閣下最後與我們聯繫的日期起計，以便簡化任何日後再辦理登記時的手續。該等資料可轉移及儲存於香港以外地方，而閣下同意此轉移。

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

附錄三 釋義及詞彙

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

釋義

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

「**拍賣人**」主持拍賣會的邦瀚斯代表。

「**競投人**」已填妥競投表格的人士。

「**競投表格**」本公司的競投人登記表格、缺席者及電話競投表格。

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

「**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，買家亦稱爲「閣下」。

「**買家協議**」邦瀚斯與買家訂立的合約（見圖錄內附錄二）。

「**買家費用**」以成交價按競投人通告訂明的費率計算的款項。

「**圖錄**」有關拍賣會的圖錄，包括任何於本公司網站刊載的圖錄陳述。

「**佣金**」賣家應付予邦瀚斯的佣金，按照合約表格訂明的費率計算。

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

「**寄售費**」賣家應付予邦瀚斯的費用，按照業務規則訂明的費率計算。

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

「**銷售合約**」賣家與買家訂立的銷售合約（見圖錄內附錄一）。

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

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

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

「**成交價估計**」本公司對成交價可能範圍的意見的陳述。

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

「**偽品**」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，而該偽品於拍賣會日期的價值大幅低於其若非偽造的價值。且任何拍賣品說明一概無指明其為偽造。拍賣品不會因其損壞、及/或對其進行修復及/或修改（包括重畫或覆畫）而成為偽品，惟該損壞或修復或修改（視情況而定）並無實質影響拍賣品與拍賣品說明符合的特性。

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

「**成交價**」拍賣人落槌表示拍賣品成交的價格，其貨幣為拍賣會所採用的貨幣。

「**香港**」中華人民共和國香港特別行政區。

「**遺失或損壞保証**」指業務規則第8.2.1段所述的保証。

「**遺失或損壞保証費用**」指業務規則第8.2.3段所述的費用。

「**拍賣品**」任何託付予邦瀚斯，供以拍賣或私人協約形式出售的任何物品（而凡提述任何拍賣品，均包括（除非文義另有所指）作為由兩項或以上物品組成的一項拍賣品內的個別項目）。

「**汽車圖錄費**」作為邦瀚斯製作汽車的圖錄及就出售汽車進行推廣而須承擔額外工作的代價，而應由賣家付予邦瀚斯的費用。

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

「**名義收費**」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。

「**名義費用**」賣家應付予邦瀚斯的寄售費所依據的金額，該費用按照業務規則訂明的公式計算。

「**名義價格**」本公司向閣下提供或載於圖錄的最近期高、低估價的平均數，或若並無提供或載列該等估價，則為拍賣品適用的底價。

「**競投人通告**」刊印於本公司圖錄前部的通告。

「**買價**」成交價與成交價的稅項相加的總數。

「**底價**」拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）。

「**拍賣會**」由邦瀚斯提供以作銷售拍賣品的拍賣會。

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

「**賣家**」合約表格所列提供拍賣品以作銷售的人士。若該列名人士在表格上指明另一人士作為其代理，或若合約表格所列明人士作為主事人的代理行事（不論該代理關係是否已向邦瀚斯披露），則「賣家」包括該代理及主事人，而彼等須就此共同及個別負責。業務規則內亦稱賣家為「閣下」。

「**專家查驗**」由專家對拍賣品進行目視查驗。

「**郵票**」指於專門郵票拍賣會提供以作銷售的郵票。

「**標準查驗**」由並非專家的邦瀚斯職員對拍賣品進行目視查驗。

「**儲存合約**」指業務規則第8.3.3段或買家協議第4.4段（按適用）所述的合約。

「**儲存承辦商**」於圖錄指明的公司。

「**稅項**」指香港政府所實施不時適用的所有稅項、收費、關稅、費用、徵費或其他評稅，以及所有其估計付款，包括，但不限於，收入、業務利潤、分行利潤、貨物稅、財產、銷售、使用、增值（增值稅）、環保、特許、海關、進口、薪金、轉讓、總收入、預扣、社會保障、失業稅項及印花稅及其他收費，以及就該等稅項、收費、費用、徵費或其他評稅的任何利息及罰款。

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

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

「**網站**」網址為www.bonhams.com的邦瀚斯網站。

「**撤銷通知**」賣家向邦瀚斯發出的書面通知，以撤銷由邦瀚斯出售拍賣品的指示。

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

詞彙

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

「**藝術家轉售權**」：按二零零六年藝術家轉售權規例的規定，藝術品作者於原出該作品後，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。

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

「**互爭權利訴訟**」：由法院裁定拍賣品擁有權誰屬的訴訟。

「**投得**」：拍賣品售予一名競投人之時，於拍賣會上以落槌表示。

「**留置權**」：管有拍賣品的人士保留其管有權的權利。

「**風險**」：拍賣品遺失、損壞、損毀、被竊，或狀況或價值惡化的可能性。

「**所有權**」：拍賣品擁有權的法律及衡平法上的權利。

「**侵權法**」：對他人犯下法律上的過失，而犯過者對該人士負有謹慎責任。

香港法例第26章貨品售賣條例

以下為香港法例第26章貨品售賣條例的摘錄：

「第14條有關所有權等的隱含責任承擔

(1) 除第(2)款適用的售賣合約外，每份售賣合約均有一

(a) 一項賣方須符合的隱含條件：如該合約是一項售賣，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) 一項隱含的保証條款：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有權享有已向買方披露或已為買方所知的任何押記或產權負擔的利益的擁有人或其他有權享有該等利益的人作出的，則不在此限。

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

(a) 一項隱含的保証條款：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) 一項隱含的保証條款：下列人士不會干擾賣方安寧地管有貨品—

(i) 賣方；及

(ii) 如合約雙方的意向是賣方只轉讓第三者的所有權，則該第三者；及

(iii) 任何透過或藉着賣方或第三者提出申索的人，而該項申索並非根據在合約訂立前已向買方披露或已為買方所知的押記或產權負擔而提出的。

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Paddle number (for office use only)

Bonhams

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

Data protection – use of your information

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong or by e-mail from info@bonhams.com. We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel may be of interest to you including those provided by third parties.

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

Notice to Bidders.

Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

If successful

I will collect the purchases myself ☐

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details. ☐

* Any person, bidders and purchasers must be at least 18 years of age to participate in the Sale of Lots comprising wine, spirits and liquors.

Sale title:	Sale date:
Sale no.	Sale venue:
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.	
General Bid Increments HK\$: \$10,000 - 20,000.....by 1,000s \$20,000 - 50,000.....by 2,000 / 5,000 / 8,000s \$50,000 - 100,000.....by 5,000s \$100,000 - 200,000.....by 10,000s \$200,000 - 500,000.....by 20,000 / 50,000 / 80,000s \$500,000 - 1,000,000.....by 50,000s \$1,000,000 - 2,000,000.....by 100,000s above \$2,000,000.....at the auctioneer's discretion	
The auctioneer has discretion to split any bid at any time.	
Customer Number	Title
First Name	Last Name
Company name (to be invoiced if applicable)	
Address	
City	County / State
Post / Zip code	Country
Telephone mobile	Telephone daytime
Telephone evening	Fax
Preferred number(s) in order for Telephone Bidding (inc. country code)	
E-mail (in capitals)	
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.	
I am registering to bid as a private buyer <input type="checkbox"/>	I am registering to bid as a trade buyer <input type="checkbox"/>
Please note that all telephone calls are recorded.	
Please tick if you have registered with us before <input type="checkbox"/>	

Important

When registering, the Bidder accepts personal liability for his/her purchase payment, unless it has been previously agreed in writing with Bonhams, that a Bidder is acting as an agent for a third party. Any person placing a bid as agent on behalf of another (whether or not he has disclosed this 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. By signing this form you agree to be bound by the Notice to Bidders printed in this Catalogue. You also authorise Bonhams to pursue a financial reference from your bank. Finally, Bonhams may request that you provide proof of identity and permanent address for verification and client administration purposes.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in HK\$ (excluding premium)	Covering bid*

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.

Your signature:

Date:

* Covering Bid: A maximum bid (exclusive of Buyers Premium) to be executed by Bonhams **only** if we are unable to contact you by telephone, or should the connection be lost during bidding.

NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

Please email or fax the completed Auction Registration form and requested information to:

Bonhams, Customer Services, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong. Tel: +852 2918 4321 Fax: +852 2918 4320, info.hk@bonhams.com

Bonhams (Hong Kong) Limited. Suite 2001, One Pacific Place, 88 Queensway, Hong Kong. Company Number 1426522.

登記及競投表格

邦瀚斯
(出席者 / 書面競投 / 網上 / 電話競投) 請選擇競投方法

號牌 (僅供本公司填寫)

Bonhams

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

資料保護 — 閣下資料的使用

在本公司獲得任何有關閣下的個人資料時，本公司只會根據本公司的「私隱政策」條款使用閣下的資料（以閣下披露資料時給予本公司的任何額外特定同意為準）。閣下可透過本公司網站(www.bonhams.com)、郵寄香港金鐘道88號太古廣場一期2001室客戶服務部或電郵至hongkong@bonhams.com索取「私隱政策」的副本。我們可能會提供您的個人資料給公司內成員，意即其子公司、或最終控股公司與其子公司（無論註冊於英國或其他地區），我們不會將您的資訊透露給公司以外人員，但可能會不定時向您提供您可能會有興趣之資訊，包括第三方提供之產品及服務。

如欲接收我們的資訊，請選擇：
電郵 ☐ 郵寄 ☐

競投者須知

客戶需提供身份證明文件如護照、駕駛執照、身份證的副本證明，以及住址證明如水電費賬單、銀行或信用卡結算單等。公司客戶亦需提供公司章程 / 公司註冊文件的副本，以及授權個別人士代表進行競投的函件。如閣下未能提供上述文件，可能導致本公司未能處理閣下的競投。如閣下競投高價的拍賣品，本公司可能要求閣下提供銀行信用證明。

若成功購買拍品

本人將自行提取貨品 ☐

請安排運輸公司聯繫我提供報價，
我同意將本人聯繫資料交予運輸公司。 ☐

* 任何人士、競投人及買家必須年滿18歲方可於拍賣會上參與競投葡萄酒、烈酒及酒精飲料等拍賣品。

拍賣會標題:		拍賣會日期:	
拍賣會編號:		拍賣會場地: 香港	
如閣下未能親身出席拍賣會，請最遲於拍賣會前24小提供閣下欲競投的拍賣品詳情。競投將被下調至最接近的競投增幅。請參閱圖錄中「競投者須知」內有關指示邦瀚斯代表閣下執行電話、網上或書面競投的進一步資料。邦瀚斯將代表閣下盡力執行該等競投，但本公司並不對任何錯誤或未能執行競投承擔責任。			
一般競投價遞增幅度（港元）：			
\$10,000 - 20,000.....按 1,000s		\$200,000 - 500,000.....按 20,000 / 50,000 / 80,000s	
\$20,000 - 50,000.....按 2,000 / 5,000 / 8,000s		\$500,000 - 1,000,000.....按 50,000s	
\$50,000 - 100,000.....按 5,000s		\$1,000,000 - 2,000,000.....按 100,000s	
\$100,000 - 200,000.....按 10,000s		\$2,000,000以上.....由拍賣官酌情決定	
拍賣官可隨時酌情決定把任何競投價拆細。			
客戶編號		稱銜	
名		姓	
公司名稱(如適用的話將作為發票收票人)			
地址			
城市		縣 / 郡	
郵編		國家	
流動電話		日間電話	
夜間電話		傳真	
競投電話號碼（包括電話國家區號）			
電郵（大楷）			
閣下倘若提供以上電郵地址，代表授權邦瀚斯可把跟拍賣會、市場資料與消息相關的信息發送至此電郵地址。邦瀚斯不會售賣或與第三方交換此電郵地址資料。			
本人登記為私人客戶 <input type="checkbox"/>		本人登記為交易客戶 <input type="checkbox"/>	
請注意所有電話對話將被錄音		以往曾於本公司登記 <input type="checkbox"/>	

重要提示

除非事前另行與邦瀚斯以書面協定競投人以第三方代理人的身份行事，否則一經登記，競投人須對其購買款項承擔個人責任。任何作為他人代理的人士（不論他是否已披露其為代理或其主事人的身份）須就其獲接納的出價而產生的合約與主事人共同及個別地向賣家及邦瀚斯承擔責任。透過簽署此表格，閣下同意接受本圖錄內的「競投者須知」的約束。閣下亦授權邦瀚斯向閣下的銀行查詢閣下的財務狀況。邦瀚斯可要求閣下提供身份證明及永久地址供查核及客戶管理用途。

電話或書面競投	拍賣品編號	拍賣品說明	最高港元競投價 (不包括買家費用)	應急競投價*

閣下簽署此表格，則代表閣下已閱讀圖錄，亦已細閱並理解我們的「業務規定」，並願意受其約束，及同意繳付「競投人通告」內提及「買家費用」、增值稅及其他收費。這影響閣下的法律權利。	
簽字:	日期:

* 應急競投價：表示如在競投期間我們未能透過電話與閣下聯絡或電話連線中斷，則只有邦瀚斯可獲閣下授權以應急競投價為最高競投價（不包括買家費用）代閣下進行競投。

進行付款的戶口持有人名稱必須與發票及「拍賣登記表格」上所列的名稱相同。

請將填妥的「拍賣登記表格」及所需資料電郵或傳真至:

香港金鐘道88號太古廣場一期2001室客戶服務部 電話: +852 2918 4321 傳真: +852 2918 4320, info.hk@bonhams.com
香港金鐘道88號太古廣場一期2001室 Bonhams (Hong Kong) Limited. 公司編號1426522

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