NOTICE TO BIDDERS

This notice is addressed to Bonhams to any person who may be interested in a Lot, and to all persons participating in the auction process including auction attendees, Bidders and potential Bidders (including any eventual purchaser 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 and contains an index of words and phrases used in the 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 or in a Notice to Bidders. For the avoidance of doubt, if there is any conflict between this Notice to Bidders and a Notice displayed at the Sale venue and you should read them as well. Announcements affecting the Sale may also be given orally only and before and during the Sale without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE

In 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 Bidders. Bonhams does not act for or give advice to Buyers or Bidders. If it or its staff make statements about a Lot, it is to advertise the Lot and to assist in the sale of the Lot. Bonhams does not act for you, or as your agent, save where we expressly make it clear to the contrary. Moreover, Bonhams’ responsible opinion is made on behalf of the Seller and it is at Appendix 3 to the Notice to Bidders. For the avoidance of doubt, if there is any conflict between this Notice to Bidders and a Notice displayed at the Sale venue and you should read them as well. Announcements affecting the Sale may also be given orally only and before and during the Sale without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

2. LOTS

Subject to the Contractual Description printed in bold letters in the Entry about the Lot in the Catalogue (see paragraph 3 below), Lots are sold as seen. Any estimated value, hammer prices, description and any other information in the Catalogue is printed in italics. Illustrations and photographs contained in the Catalogue (other than photographs forming part of the Contractual Description) or elsewhere of any Lots are for guidance only and any photograph or illustration may not reflect an accurate reproduction of the colour or true condition 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, quality, 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 which it appears to be due to its outward appearance. You should only rely on our description and opinions of condition as it is your responsibility to examine the Lots for yourself. You should consult someone who does to advise you. We can assist in providing you with a list of independent experts. We do not accept any responsibility for any errors which may occur in the use of the text.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contribution Description of a Lot

The Catalogue contains an Entry about each Lot. Each Lot is sold by its respective Seller subject to the Contractual Description 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 unless the Lot is accompanied by a photograph. Entries to the Notice to Bidders. For the avoidance of doubt, if there is any conflict between this Notice to Bidders and a Notice displayed at the Sale venue and you should read them as well. Announcements affecting the Sale may also be given orally only and before and during the Sale without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

4. CONDUCT OF THE SALE

Our Service is intended to which persons may purchase and you should take the opportunity to do so. We reserve the right at our sole discretion to refuse admission to our premises or to any Sale and to remove any person from our premises and Sales, without stating a reason, if we are reasonably satisfied that such person is not a bona fide bidder. The person as a Bidder or Buyer who makes the best bid acceptable to the Auctioneer for any Lot (subject to any applicable Reserve) to the whom the Lot is knocked down by the Auctioneer user as being the Buyer of the Lot. Any price as the highest acceptable bid will be settled by the Auctioneer in his absolute discretion. All bids will relate to the actual Lot number announced by the Auctioneer. An electronic currency converter may be used during the Sale. Any price is 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 may use video cameras to record the Sale and 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 enhance your experience of 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 and the bids will not be accepted in circumstances where the screen may also be given orally before and during the Sale without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

5. BIDDING

You may accept, and deliver to us one of our Bidding Forms, either our Bidding Registration Form, Absentee Bidding Form or Telephone Bidding Form in order to bid at the Sale. If you have not previously registered to bid or if you do not provide your most recently updated your registration details with us, you must pre-register to bid at least two working days before the Sale at which you wish to bid. You will be required to provide government issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your bank account details and your credit card will be required. We may also require a financial reference and / or deposit from you, before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a Bidder, and to decline to accept their bids if they have been unsuccessful in so doing. We also reserve the rights post-competition of the Sale at any Lot at our discretion while we complete our registration and identification inquiries, and to cancel the Sale of any Lot part way through your own registration when we consider that such sales would be unlawful or otherwise cause liabilities for the Seller or Bonhams or be detrimental to Bonhams’ reputation. Bidding in person

If you have pre-registered to bid or have updated your existing registration recently, you should come to our Bidding registration desk at the Sale venue and fill out a Registration and Bidding Form on or before the day of the Sale. The giving of a lot number 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 attached to your name and number only for the purposes of your registration. You should not let anyone else use your paddle as all Lots will be invoiced to the name and address given on your Registration Bidding Form. Although bids placed on your behalf will be recorded, if there is any doubt as to the Hammer Price of, or whether you have been successful at a Bidding Form, the correct price for any Lot or to correct any error made at the Sale, the桨e to the attention of the Auctioneer before the next Lot is offered for Sale. At the end of the Sale, or when you have finished bidding please return your identity to our Bidding registration desk.

Bidding by telephone

If you wish to bid at the Sale by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and Bidding Form, which is available from our offices or in the Catalogue. Please return it to the office responsible for the Sale at least 24 hours in advance of the Sale. It is your responsibility to check with our Bills Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is offered free of charge. It is your responsibility to be available at the time of the Sale and from the Sale, once you have pre-registered to bid or have updated your existing registration details recently. It is in your interests to return your form as soon as possible, if two or more Bidders submit identical bids for a Lot, the first bid received takes precedence. In any event, all bids should be received at least 24 hours before the start of the Sale. Please check your Absentee Bidding Form carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bills Office that your bid has been received. This additional information is compulsory and failure to send such bids is 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 same Lot. The identity of the Bidder will be considered reviewed the lowest amount consistent with the Auctioneer’s bidding increments. New Bidders must also provide proof of identity and address and one or more credit cards. Failure to do this will 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. Bonhams will not be liable for service delays, interruptions or other failures of the internet connection, fault or failure with the website or bidding process, or malfunction of any software or system, computer or mobile device.

Bidding through an agent

Bids must be made exclusively by and on behalf of the person named on the Bidding Form unless otherwise agreed by us in writing in advance of the Sale. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full
details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your understanding of your source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer’s Agreement, set out at Appendix 2 at the back of the Catalogue.

Nevertheless, as the Bidding Form explains, any person placing a bid on behalf of another (whether or not he has disclosed that fact), will be held jointly and severally liable with the principal to the Seller and to Bonhams under any contract resulting from the acceptance of a bid. 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 a Telephone or Absentee Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the Sale, you will be entitled to assume that any 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.

Bonhams undertakes Customer Due Diligence (CDD) into its Sellers and Buyers as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (“the Regulations”). Bonhams’ implementation of the Regulations and Treasury Approved Industry Guidance is that CDD under the Regulations is not required by Buyers into Sellers at Bonhams auctions or vice versa.


On the fall of the hammer, 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. Your bid or the Purchase Price, which is the Hammer Price plus any applicable VAT. 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 back of the Catalogue. Please read the terms of the Contract for Sale and our Buyer’s Agreement contained in the Catalogue in cases you are the successful Bidder including the warranties as to your status and source of funds. 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 placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale. It is your responsibility to familiarise yourself with the up to date terms of the Buyer’s Agreement for this Sale.

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

Under this 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.

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

<table>
<thead>
<tr>
<th>Hammer Price</th>
<th>Buyer’s Premium Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>From €50,000</td>
<td>4%</td>
</tr>
<tr>
<td>From €50,001 to €500,000</td>
<td>3%</td>
</tr>
<tr>
<td>From €500,001 to €500,000</td>
<td>2.5%</td>
</tr>
</tbody>
</table>

Note: only one debit or credit card may be used for payment of an invoice. Pay (CUP) cards and credit cards issued by Visa and MasterCard will be accepted. If the amount payable by you for the purchase of the Lot exceeds that sum, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards issued in the name of the Buyer (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & PIN verification.

Payment by telephone may also be accepted up to €5,000, subject to appropriate clearance procedures. This limit is not available for first time buyers. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Card payments issued in the name of the Buyer (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is a €5,000 limit on payment value if payment is made in person using Chip & PIN verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance of the day of the Sale to avoid any delays caused by having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

We reserve the rights to retain and identify the coins of any funds received by us, to postpone completion of the sale of any Lot at our discretion while we complete our investigations, and to cancel the sale of any Lot if you are in breach of your warranties as Buyer, if we consider that such sale would be unlawful or otherwise cause liabilities for the Seller or Bonhams, or would be detrimental to Bonhams’ reputation.

10. COLLECTION AND STORAGE

The Buyer of a Lot will not be allowed to collect it until payment in full and in clearing funds has been made and cleared. We have made a special arrangement with the Buyer. For collection and removal of purchased Lots, please see Buyer Information at the front of the Catalogue. Our offices are open 9am – 5pm Monday to Saturday. Details relating to the collection of a Lot, the storage of a Lot and our Storage Contractor after the Sale are set out in the Catalogue.

11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Albion Shipping on +44 (0) 1823 493 099 enquiries@albionshipping.co.uk

12. EXPORT/TRADITION REGULATIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchase. You are responsible for obtaining any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website http://www.arts council.org.uk/what-we-do/supporting-museums/cultural-property/ export-controls/export-licensing/ or by phoning ACE on +44 (0) 7973 5118. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any export or import licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any Sale or allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance with relation to export regulations.

13. CITES REGULATIONS

Please be aware that all Lots marked with the symbol ‘†’ are subject to CITES regulations when exporting these items outside the UK. These regulations may be found at: https://www.gov.uk/guidance/apply-for-cites-permits-and-certificates-and-support-licences and you may be requested to provide supporting documentation. Applications: CITESapplication@apha.gov.uk. Alternatively you may be requested from: Enquiries: wildlife.licensing@apha.gov.uk. Applications: CITESApplication@apha.gov.uk. Address: UK CITES Management Authority Centre for International Trade Hobson House, Deanery Road, Bristol BS1 1AH The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the Lot.

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, consequential losses or any 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 or not such alleged damages are claimed as a result of any negligence, other tort, breach of contract (if any) or any statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable to make any loss, any liability to be incurred by us in respect of any Lot, whether in damages, for an indemnity or contribution, or for a statutory remedy or otherwise, and our 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 any statutory duty or otherwise. Nothing herein shall 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 any 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 Act 1957, or (iv) any other liability to the extent the same may not be excluded by statute or as a matter of law (or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buyer’s Agreement). The same applies in respect of the Seller’s liability and you are referred to us in this paragraph were substituted with references to the Seller.

15. 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 Lot in the circumstances set out in paragraph 11 of the Buyer’s Agreement, so please note that Lots comprising printed Books, untorn maps and bound manuscripts are not liable to VAT on the Buyer’s Premium.

16. CLOCKS AND ANTIQUES

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.
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 the 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 repair work, for which the Buyer is solely responsible, may be necessary.

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

The term “proof exemption” indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term “Certificate of Unprovability” indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Proof is required before any such firearm is to be used.

Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 and the Rules of Proof.

Condition of Firearms

Comment in this Catalogue is restricted, in general, to exceptional condition and to those defects that may affect the immediate safety of a firearm in normal use. An intending Bidder unable to make technical examination and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective Bidders are advised to consult the gun, to observe and consider the markings and the safety mechanism before use. Bidders are urged to seek advice from experts or manufacturers of firearms. Bidders are also advised that gemstones that are not original, or the piece may have been altered. Bidders should therefore take this into account when regarding this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

When the make’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 maker, in Bonhams’ opinion, but using stones or designs supplied by the client.

20. PHOTOGRAPHS

Explanation of Catalogue Terms

• “Bill Brandt”: in our opinion a work by the artist.
• “Attributed to Bill Brandt”: in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
• “Signed and/or titled and/or dated and/or inscribed”: in our opinion the signature and/or title and/or date and/or inscription are in the hand of the artist.
• “Signed and/or titled and/or dated and/or inscribed in another hand”: in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.

21. 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 within theatalogue:

• “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 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;
• “Bears a signature and/or date and/or inscription”: in our opinion the signature and/or date and/or inscription are in an alteration of date. Whilst the Clark Family Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

23. VEHICLES

The Veteran Car Club of Great Britain

Data Privacy and Protection

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this Catalogue, it should be borne in mind that the Veteran Car Club of Great Britain is not in the services of any vehicle company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in a reclassification of the car. Please refer to the Bonhams catalogue or if you have any questions, please call the department for details.

24. WINE

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

Existing 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 expensive wines and is restricted, in general, to exceptional

25. Wines in Bond

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

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

Botulinum and its effects

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

• GIl – Château bottled
• DB – Domaine bottled
• ESt – Estate bottled
• BB – Bordeaux bottled
• BE – Belgian bottled
• FB – French bottled
• GB – German bottled
• OB – Oporto bottled
• UK – United Kingdom bottled

ox – ox skin
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.

TP Objects displayed with a TP will be located at the CADogan’s or Tate Warehouse and will only be available for collection from this location.

W Objects displayed with a W will be located in the Bonhams Warehouse and will only be available for collection from this location.

A Wines lying in Bond.

AR An irrevocable bid by a third party, who may make a financial gain on
Bonhams owns this Lot either wholly or partially or may otherwise have an economic interest.

2.1.5 Items consigned for sale by the Lot and/or by notices at the in the Catalogue Sale of the or by email from info@bonhams.com see clause 8, a. 

Government has banned the import of ivory into have an economic interest. either wholly or partially or may otherwise be sold by the Seller

2.1.1 the Seller Description including any express alteration to it as referred to in paragraph 2.1.5), the remainder of which is not printed in bold letters, the remainder of which is in bold letters and (except for colour) with Catalogue which is in bold letters and (except for colour) with Catalogue of the website, the or on the Bonhams Sale and that the Seller is not connected with or is not an agent of any of the other parties referred to in paragraph 2.1.5 (together with the Seller's Contract for Sale).

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

5 RISK, PROPERTY AND TITLE

1.1 The Seller sells the as principal to the for sale, subject to any express alteration to it as referred to in paragraph 2.1.5, together with any monies payable to or any of your premises (with or without vehicles) during normal business hours to take possession of the Lot or part thereof; to retain possession of any other property sold to you by the Seller at the Sale or any other property or any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.

2. You agree to indemnify the Seller and other legal and costs, all losses and other expenses and costs (including any monies payable to Bonhams in order to obtain the right to take possession of the Lot) including any monies payable to or on account of or in respect of any legal proceedings, enforcement of such rights, and whether or not court proceedings will have been issued as a result of Bonhams taking steps under this paragraph 11 on a full indemnity basis together with interest thereon (after as well as before judgment and/or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment in full is made.

3. On any resale of the Lot under paragraph 11.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

9.3 The Seller will not be liable in respect of any breach of any term that the Lot will conform with any Description or Estimate of the Lot when (i) Bonhams has received cleared funds to the amount of the Full Purchase Price and all other sums owed by you to the Seller and (ii) the Seller has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.

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

1. The Seller will be entitled, for a breach of contract, statutory duty, discretionary claim or otherwise.

2. Or by conduct or otherwise) and whether made before or after the release of the Buyer (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after the Senor's Agreement, the Buyer has reserved the right not to sell, but without further or on such terms as the Seller may direct, or for any other purpose.

9.3.2 The Seller will not be liable for any loss of Business, Business profits or revenue or for loss of reputation or for disqualification or Business or any of your other property in the Seller's 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.

9.3.3 in any circumstances where the Seller is liable in respect of the Lot, or any act, omission, statement, or representation in respect of it, or in any way whatsoever, the Seller's liability shall be limited to the Sale of the Lot irrespective in any case of the nature, volume or source of any 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, discretionary claim or otherwise.

9.3.4 Nothing set out in paragraph 9 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any
person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) any claim for which the Seller is liable under the Occupiers Liability Act 1957, 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 Contract for Sale.

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

10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or performance by the other party 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 4.10.4.

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

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

10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents and to any subsidiary of Bonhams Holdings Limited and to its officers, employees and agents.

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

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

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

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

10.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) any claim for which the Seller is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT WITH BONHAMS

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you or in accordance with the catalogue (or different term in the Catalogue for the Sale and/or by placing an insert in the Catalogue for the Sale and/or by notices at the Sale venue and/or by oral announcement made at the Sale venue and/or by reference to the Sale Information Page on the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the Sale) and subject to paragraphs 4.8 and 10.10, 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 Sale Information Page 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 relevant section of the Catalogue.
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 all our rights in, title to and ownership of the Lot until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

6.1 (a) On the expiration of the Lot, you will be responsible for it; (b) in payment of the Purchase Price to us in full in cleared funds and (i) when investigations have been completed to our satisfaction under paragraphs 1.7 and 3.2, if applicable.

6.2 Please note however, that under the Contract for Sale, the risk in the Lot passes to you after 7 days from the day upon which it is or may be a non-conforming Lot; and secondly to the Buyer, thirdly to any other party which for which we are liable under the Occupiers Liability Act 1980, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or under our undertaking in paragraph 8 of these conditions.

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the Lot is comprised solely of a Book or Books and any Book does not contain text or illustrations (in either case referred to as a "non-conforming Lot"), we undertake a personal responsibility for such a non-conforming Lot in accordance with the terms of this paragraph. If the original invoice was made out by us to you in respect of the Lot, and you notify us in writing as soon as practicable after you have become aware that the Lot is or may be a non-conforming Lot, and in any event within 20 days after the date of the sale, we will (as principal) purchase the Lot, the Lot shall be sold at a price which will reflect the then accepted general opinion of scholars and experts or fairly reflected the then accepted general opinion of scholars and experts or fairly.

12 MISCELLANEOUS

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

12.2 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to Bonhams) or by means of a process server or a professional service (if to you).
APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases are defined in accordance with the context otherwise required. 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 be unfamiliar.

LIST OF DEFINITIONS

“Account” the bank account of Bonhams into which all sums received in respect of the Purchase Price of any Lot will be paid.

“Additional Premium” calculated in accordance with the Notice to Bidders, to cover Bonhams’ Expenses in respect of the delivery of motor vehicles and in respect of the promotion of sales of motor vehicles.

“Agreement” means any agreement made by the parties at any time.

“Applicant” means the person applying for the loan of any item consigned to Bonhams.

“artistic resale right” the right of the artist to receive a payment on the sale of their work by the creator of it as set out in the Artists Resale Right Regulations 2006.

“Artist’s Resale Right” or “ARROW” means the right of the creator of a work of art to receive a payment on the sale of their work by the creator of it as set out in the Artists Resale Right Regulations 2006.

“Authorized Person” means a person as acting as his agent, or where the person named on the Notice to Bidders is not an authorized person as acting as his legal wrong done to someone to whom the wrong doer has an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, if the circumstances giving rise to the indemnity did not arise and the expression “indemnity” is constructed accordingly.

“BA Order” means the benefit of any charge or security over the goods.

“buyer” means a person or firm which would have been entitled to the benefit of any charge or security over the goods.

“buyer’s premium” means the fees described in paragraph 8.2. of the Conditions of Business.

“Business” includes a party to any contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).

“Catalogue” the book or similar document containing descriptions and/or illustrations of Lots, together with relevant information. Catalogues are also referred to in the Conditions of Business by the words “you” and “your”.

“Commission” means the contract described in paragraph 8.1 of the Conditions of Business or paragraph 4.4 of the Buyer’s Agreement (as appropriate).

“Consignment Fee” means the fee described in paragraph 8.5 of the Conditions of Business.

“Contract Form” or our Telephone Bidding Form.

“Contract for Sale” the contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).

“Contingent Liability” means the obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, if the circumstances giving rise to the indemnity did not arise and the expression “contingent liability” is constructed accordingly.

“Deceased’s Goods” means the goods remaining at the death of the applicant.

“Description” a written statement in the Catalogue indicating the Lot and its lot number which may contain a Description and Illustration relating to the Lot.

“Deposit” any sum on which the Commission payable to Bonhams will be calculated.

“District upside” means the fees described in paragraph 8.6 of the Conditions of Business.

“Estate Agency Agreement” means any agreement made by the parties at any time.

“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 loss and damage cover, insurance, Catalogue and other reproductions and Illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights fees, taxes, levies, court or similar fees or expenses, preparation of the Lot for sale, storage charges, removal charges, removal charges or costs of collection from the Seller as the Seller’s agents or from a third party on the Seller’s behalf.

“Forgey” an imitation intended by the maker or any other person to deceive as to authorship, origin, authenticity, style, date, area, period, provenance, 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 for any reason of any damage to, and/or restoration or 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 Block 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.

“Loss and Damage Warranty Fee” means the fee described in paragraph 8.7 of the Conditions of Business.

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

“Notional Charges” the amount of Commission and VAT which would have been payable if the Lot had been sold at the Notional Price.

“Notice to Bidders” the notice printed at the back or front of our Catalogues.

“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 back or front of our Catalogues.

“Purchase Price” the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer’s Premium and the Buyer’s Premium and any Expenses.

“QD Act” Means the Quicksale Act 1990.

“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 less all fees and expenses and interest on any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and however arisen.

“Seller” the person who consigned the Lot for sale by Bonhams on the date of the Sale noted in the Notice to Bidders. “Specialist Examination” a visual examination of a Lot by a specialist on the Lot.

“Stamp” a postage Stamp offered for Sale at a Specialist Stamp Auction.

“Standard Examination” a visual examination of a Lot by a non-specialist member of Bonhams’ staff.

“Status” means the contract described in paragraph 8.4. 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.

“Terrorism” means any act or threatened act of terrorism, whether any such act involves or is contained with any criminal 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 to put the public or any section of the public into fear.

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


“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 meaning:

“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, if the circumstances giving rise to the indemnity did not arise and the expression “indemnity” is constructed 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.

“rise in probability” that a Lot may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

“lithe” the legal and equitable right to the ownership of a Lot.

“material” wrong done to someone to whom the wrong does have a duty of care.

“warranty” a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.

SALE OF GOODS ACT 1979

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

“Section 12 Implied terms about title, etc.

(1) In a contract of sale, other than one to which subsection (2) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.

(2) In a contract of sale, other than one to which subsection (2) below applies, there is also an implied term that

(a) 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

(b) the buyer will enjoy quiet possession of the goods except in 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 so disclosed.

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

(4) In a contract to which subsection (2) above applies there is an implied term that all charges or encumbrances known to the seller shall have been disclosed to the buyer before the contract is made.

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

(a) the seller;

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

(c) 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.

(5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties.”
Registration and Bidding Form
(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

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, 101 New Bond Street, London W1S 1SR United Kingdom 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 maybe of interest to you including those provided by third parties.

If you do not want to receive such information (except for information you specifically requested) please tick this box. Would you like to receive e-mailed information from us? if so please tick this box.

Notice to Bidders.
At least 24 hours before the Sale, clients must provide government or state issued photographic proof of ID and date of birth e.g. - passport, driving licence - and if not included in ID document, proof of address e.g - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, and the entities name and registered address, documentary proof of its beneficial owners and directors, 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 or completed. 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.

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:

<table>
<thead>
<tr>
<th>Amount Range</th>
<th>Increment</th>
</tr>
</thead>
<tbody>
<tr>
<td>£10 - 200</td>
<td>£10</td>
</tr>
<tr>
<td>£200 - 500</td>
<td>£50</td>
</tr>
<tr>
<td>£500 - 1,000</td>
<td>£50</td>
</tr>
<tr>
<td>£1,000 - 2,000</td>
<td>£100</td>
</tr>
<tr>
<td>£2,000 - 5,000</td>
<td>£200 / 500 / 800s</td>
</tr>
<tr>
<td>£5,000 - 10,000</td>
<td>£500</td>
</tr>
<tr>
<td>£10,000 - 20,000</td>
<td>£1,000</td>
</tr>
<tr>
<td>£20,000 - 50,000</td>
<td>£2,000 / 5,000 / 8,000s</td>
</tr>
<tr>
<td>£50,000 - 100,000</td>
<td>£5,000</td>
</tr>
<tr>
<td>£100,000 - 200,000</td>
<td>£10,000</td>
</tr>
</tbody>
</table>

The auctioneer has discretion to split any bid at any time.

Customer Number
Title
First Name Last Name

Company name (if applicable)
Company Registration number (if applicable)

Address
City
Post / Zip code
County / State
Telephone (mobile)
Country
Telephone (landline)
E-mail (in capitals)

Please answer all questions below

1. ID supplied: Government issued ID and (if the ID does not confirm your address) current utility bill/ bank statement.
2. Are you representing the Bidder? Yes No
3. Bidder's name, address and contact details (phone and email): Bidder's ID: Government issued ID and (if the ID does not confirm their address) current utility bill/bank statement

Are you acting in a business capacity?
Yes No

If registered for VAT in the EU please enter your registration here: [If applicable]

Please note that all telephone calls are recorded.

For wine sales only

Please leave lots “available under bond” in bond

If you are registered for VAT in the UK please include delivery charges (minimum charge of £20 + VAT)

By signing this form you agree that you have seen the catalogue and have read and understood our conditions of sale including Buyer’s Warranties 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.

Bidder/Agent’s (please delete one) signature: ________________________________

Date: ________________________________

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

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

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

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com