

CONDITIONS OF SALE • BUYING AT CHRISTIE'S

CONDITIONS OF SALE

These Conditions of Sale and the Important Notices and Explanation of Cataloguing Practice set out the terms on which we offer the **lots** listed in this catalogue for sale. By registering to bid and/or by bidding at auction you agree to these terms, so you should read them carefully before doing so. You will find a glossary at the end explaining the meaning of the words and expressions coloured in **bold**.

Unless we own a **lot** (Δ symbol), Christie's acts as agent for the seller.

A BEFORE THE SALE

1 DESCRIPTION OF LOTS

(a) Certain words used in the catalogue description have special meanings. You can find details of these on the page headed "Important Notices and Explanation of Cataloguing Practice" which forms part of these terms. You can find a key to the Symbols found next to certain catalogue entries under the section of the catalogue called "Symbols Used in this Catalogue".

(b) Our description of any **lot** in the catalogue, any **condition** report and any other statement made by us (whether orally or in writing) about any **lot**, including about its nature or **condition**, artist, period, materials, approximate dimensions or **provenance** are our opinion and not to be relied upon as a statement of fact. We do not carry out in-depth research of the sort carried out by professional historians and scholars. All dimensions and weights are approximate only.

2 OUR RESPONSIBILITY FOR OUR DESCRIPTION OF LOTS

We do not provide any guarantee in relation to the nature of a **lot** apart from our **authenticity warranty** contained in paragraph E2 and to the extent provided in paragraph I below.

3 CONDITION

(a) The **condition** of **lots** sold in our auctions can vary widely due to factors such as age, previous damage, restoration, repair and wear and tear. Their nature means that they will rarely be in perfect **condition**. **Lots** are sold "as is" in the **condition** they are in at the time of the sale, without any representation or warranty or assumption of liability of any kind as to **condition** by Christie's or by the seller.

(b) Any reference to **condition** in a catalogue entry or in a **condition** report will not amount to a full description of **condition**, and images may not show a **lot** clearly. Colours and shades may look different in print or on screen to how they look on physical inspection. **Condition** reports may be available to help you evaluate the **condition** of a **lot**. **Condition** reports are provided free of charge as a convenience to our buyers and are for guidance only. They offer our opinion but they may not refer to all faults, inherent defects, restoration, alteration or adaptation because our staff are not professional restorers or conservators. For that reason they are not an alternative to examining a **lot** in person or taking your own professional advice. It is your responsibility to ensure that you have requested, received and considered any **condition** report.

4 VIEWING LOTS PRE-AUCTION

(a) If you are planning to bid on a **lot**, you should inspect it personally or through a knowledgeable representative before you make a bid to make sure that you accept the description and its **condition**. We recommend you get your own advice from a restorer or other professional adviser.

(b) Pre-auction viewings are open to the public free of charge. Our specialists may be available to answer questions at pre-auction viewings or by appointment.

5 ESTIMATES

Estimates are based on the **condition**, rarity, quality and **provenance** of the **lots** and on prices recently paid at auction for similar property. **Estimates** can change. Neither you, nor anyone else, may rely on any **estimates** as a prediction or guarantee of the actual selling price of a **lot** or its value for any other purpose. **Estimates** do not include the **buyer's premium** or any applicable taxes. **Estimates** may be shown in different currencies from that of the

saleroom for guidance only. The rate of exchange used in our printed catalogues is fixed at the latest practical date prior to the printing of the catalogue and may have changed by the time of our sale.

6 WITHDRAWAL

Christie's may, at its option, withdraw any **lot** at any time prior to or during the sale of the **lot**. Christie's has no liability to you for any decision to withdraw.

7 JEWELLERY

(a) Coloured gemstones (such as rubies, sapphires and emeralds) may have been treated to improve their look, through methods such as heating and oiling. These methods are accepted by the international jewellery trade but may make the gemstone less strong and/or require special care over time.

(b) All types of gemstones may have been improved by some method. You may request a gemmological report for any item which does not have a report if the request is made to us at least three weeks before the date of the auction and you pay the fee for the report.

(c) We do not obtain a gemmological report for every gemstone sold in our auctions. Where we do get gemmological reports from internationally accepted gemmological laboratories, such reports will be described in the catalogue. Reports from American gemmological laboratories will describe any improvement or treatment to the gemstone. Reports from European gemmological laboratories will describe any improvement or treatment only if we request that they do so, but will confirm when no improvement or treatment has been made. Because of differences in approach and technology, laboratories may not agree whether a particular gemstone has been treated, the amount of treatment or whether treatment is permanent. The gemmological laboratories will only report on the improvements or treatments known to the laboratories at the date of the report.

(d) For jewellery sales, **estimates** are based on the information in any gemmological report or, if no report is available, assume that the gemstones may have been treated or enhanced.

8 WATCHES & CLOCKS

(a) Almost all clocks and watches are repaired in their lifetime and may include parts which are not original. We do not give a **warranty** that any individual component part of any watch or clock is **authentic**. Watchbands described as "associated" are not part of the original watch and may not be **authentic**. Clocks may be sold without pendulums, weights or keys.

(b) As collectors' watches and clocks often have very fine and complex mechanisms, a general service, change of battery or further repair work may be necessary, for which you are responsible. We do not give a **warranty** that any watch or clock is in good working order. Certificates are not available unless described in the catalogue.

(c) Most watches have been opened to find out the type and quality of movement. For that reason, watches with water resistant cases may not be waterproof and we recommend you have them checked by a competent watchmaker before use. Important information about the sale, transport and shipping of watches and watchbands can be found in paragraph H2(f).

B REGISTERING TO BID

1 NEW BIDDERS

(a) If this is your first time bidding at Christie's or you are a returning bidder who has not bought anything from any of our salerooms within the last two years you must register at least 48 hours before an auction to give us enough time to process and approve your registration. We may, at our option, decline to permit you to register as a bidder. You will be asked for the following:

(i) for individuals: Photo identification (driving licence, national identity card or passport) and, if not shown on the ID document, proof of your current address (for example, a current utility bill or bank statement);

(ii) for corporate clients: Your Certificate of Incorporation or equivalent document(s) showing your name and registered address, photo ID copy of the authorized bidder, letter of authorization duly

signed by legal representative and, where applicable, chopped with company stamp and together with documentary proof of directors and beneficial owners; (iii) for trusts, partnerships, offshore companies and other business structures, please contact us in advance to discuss our requirements.

(b) We may also ask you to give us a financial reference and/or a deposit as a condition of allowing you to bid. For help, please contact our Client Services Department on +852 2760 1766.

2 RETURNING BIDDERS

We may at our option ask you for current identification as described in paragraph B1(a) above, a financial reference or a deposit as a condition of allowing you to bid. If you have not bought anything from any of our salerooms in the last two years or if you want to spend more than on previous occasions, please contact our Bids Department on +852 2978 9910 or email to bidsasia@christies.com.

3 IF YOU FAIL TO PROVIDE THE RIGHT DOCUMENTS

If in our opinion you do not satisfy our bidder identification and registration procedures including, but not limited to completing any anti-money laundering and/or anti-terrorism financing checks we may require to our satisfaction, we may refuse to register you to bid, and if you make a successful bid, we may cancel the contract for sale between you and the seller. Christie's may, at its option, specify the type of photo identification it will accept, for the purposes of bidder identification and registration procedures.

4 BIDDING ON BEHALF OF ANOTHER PERSON

(a) **As authorised bidder:** If you are bidding on behalf of another person, that person will need to complete the registration requirements above before you can bid, and supply a signed letter authorising you to bid for him/her.

(b) **As agent for an undisclosed principal:** If you are bidding as an agent for an undisclosed principal (the ultimate buyer(s)), you accept personal liability to pay the **purchase price** and all other sums due. Further, you warrant that:

(i) you have conducted appropriate customer due diligence on the ultimate buyer(s) of the **lot(s)** in accordance with any and all applicable anti-money laundering and sanctions laws, consent to us relying on this due diligence, and you will retain for a period of not less than 5 years the documentation and records evidencing the due diligence;

(ii) you will make such documentation and records evidencing your due diligence promptly available for immediate inspection by an independent third-party auditor upon our written request to do so. We will not disclose such documentation and records to any third-parties unless (1) it is already in the public domain, (2) it is required to be disclosed by law, or (3) it is in accordance with anti-money laundering laws;

(iii) the arrangements between you and the ultimate buyer(s) are not designed to facilitate tax crimes;

(iv) you do not know, and have no reason to suspect, that the funds used for settlement are connected with, the proceeds of any criminal activity or that the ultimate buyer(s) are under investigation, charged with or convicted of money laundering, terrorist activities or other money laundering predicate crimes. A bidder accepts personal liability to pay the **purchase price** and all other sums due unless it has been agreed in writing with Christie's before commencement of the auction that the bidder is acting as an agent on behalf of a named third party acceptable to Christie's and that Christie's will only seek payment from the named third party.

5 BIDDING IN PERSON

If you wish to bid in the saleroom you must register for a numbered bidding paddle at least 30 minutes before the auction. For help, please contact the Client Services Department on +852 2760 1766.

6 BIDDING SERVICES

The bidding services described below are a free service offered as a convenience to our clients and Christie's is not responsible for any error (human or otherwise), omission or breakdown in providing these services.

(A) PHONE BIDS

Your request for this service must be made no later than 24 hours prior to the auction. We will accept bids by telephone for **lots** only if our staff are available to take the bids. Telephone bids cannot be accepted for lots estimated below HK\$30,000. If you need to bid in a language other than in English, you must arrange this well before the auction. We may record telephone bids. By bidding on the telephone, you are agreeing to us recording your conversations. You also agree that your telephone bids are governed by these Conditions of Sale.

(B) INTERNET BIDS ON CHRISTIE'S LIVE™

For certain auctions we will accept bids over the Internet. Please visit www.christies.com/livebidding and click on the 'Bid Live' icon to see details of how to watch, hear and bid at the auction from your computer. As well as these Conditions of Sale, internet bids are governed by the Christie's LIVE™ terms of use which are available on <https://www.christies.com/LiveBidding/OnlineTermsOfUse.aspx>.

(C) WRITTEN BIDS

You can find a Written Bid Form at the back of our catalogues, at any Christie's office or by choosing the sale and viewing the **lots** online at www.christies.com. We must receive your completed Written Bid Form at least 24 hours before the auction. Bids must be placed in the currency of the saleroom. The **auctioneer** will take reasonable steps to carry out written bids at the lowest possible price, taking into account the **reserve**. If you make a written bid on a **lot** which does not have a **reserve** and there is no higher bid than yours, we will bid on your behalf at around 50% of the **low estimate** or, if lower, the amount of your bid. If we receive written bids on a **lot** for identical amounts, and at the auction these are the highest bids on the **lot**, we will sell the **lot** to the bidder whose written bid we received first.

C CONDUCTING THE SALE

1 WHO CAN ENTER THE AUCTION

We may, at our option, refuse admission to our premises or decline to permit participation in any auction or to reject any bid.

2 RESERVES

Unless otherwise indicated, all **lots** are subject to a **reserve**. We identify **lots** that are offered without **reserve** with the symbol * next to the **lot** number. The **reserve** cannot be more than the **lot's low estimate**.

3 AUCTIONEER'S DISCRETION

The **auctioneer** can at his sole option:

- refuse any bid;
- move the bidding backwards or forwards in any way he or she may decide, or change the order of the **lots**;
- withdraw any **lot**;
- divide any **lot** or combine any two or more **lots**;
- reopen or continue the bidding even after the hammer has fallen; and
- in the case of error or dispute related to bidding and whether during or after the auction, continue the bidding, determine the successful bidder, cancel the sale of the **lot**, or reoffer and resell any **lot**. If you believe that the **auctioneer** has accepted the successful bid in error, you must provide a written notice detailing your claim within 3 business days of the date of the auction. The **auctioneer** will consider such claim in good faith. If the **auctioneer**, in the exercise of his or her discretion under this paragraph, decides after the auction is complete, to cancel the sale of a **lot**, or reoffer and resell a **lot**, he or she will notify the successful bidder no later than by the end of the 7th calendar day following the date of the auction. The **auctioneer's** decision in exercise of this discretion is final. This paragraph does not in any way prejudice Christie's ability to cancel the sale of a **lot** under any other applicable provision of these Conditions of Sale, including the rights of cancellation set forth in sections B(3), E(2)(i), F(4) and J(i).

4 BIDDING

The **auctioneer** accepts bids from:

- bidders in the saleroom;
- telephone bidders, and internet bidders through 'Christie's LIVE™' (as shown above in Section B6); and
- written bids (also known as absentee bids or commission bids) left with us by a bidder before the auction.

5 BIDDING ON BEHALF OF THE SELLER

The **auctioneer** may, at his or her sole option, bid on behalf of the seller up to but not including the amount of the **reserve** either by making consecutive bids or by making bids in response to other bidders. The **auctioneer** will not identify these as bids made on

behalf of the seller and will not make any bid on behalf of the seller at or above the **reserve**. If **lots** are offered without **reserve**, the **auctioneer** will generally decide to open the bidding at 50% of the **low estimate** for the **lot**. If no bid is made at that level, the **auctioneer** may decide to go backwards at his or her sole option until a bid is made, and then continue up from that amount. In the event that there are no bids on a **lot**, the **auctioneer** may deem such **lot** unsold.

6 BID INCREMENTS

Bidding generally starts below the **low estimate** and increases in steps (bid increments). The **auctioneer** will decide at his or her sole option where the bidding should start and the bid increments. The usual bid increments are shown for guidance only on the Written Bid Form at the back of this catalogue.

7 CURRENCY CONVERTER

The saleroom video screens, Christie's LIVE™ and Christie's website may show bids in some other major currencies from that of the saleroom. Any conversion is for guidance only and we cannot be bound by any rate of exchange used by Christie's. Christie's is not responsible for any error (human or otherwise), omission or breakdown in providing these services.

8 SUCCESSFUL BIDS

Unless the **auctioneer** decides to use his or her discretion as set out in paragraph C3 above, when the **auctioneer's** hammer strikes, we have accepted the last bid. This means a contract for sale has been formed between the seller and the successful bidder. We will issue an invoice only to the registered bidder who made the successful bid. While we send out invoices by post and/or email after the auction, we do not accept responsibility for telling you whether or not your bid was successful. If you have bid by written bid, you should contact us by telephone or in person as soon as possible after the auction to get details of the outcome of your bid to avoid having to pay unnecessary storage charges.

9 LOCAL BIDDING LAWS

You agree that when bidding in any of our sales that you will strictly comply with all local laws and regulations in force at the time of the sale for the relevant sale site.

D THE BUYER'S PREMIUM, TAXES

1 THE BUYER'S PREMIUM

In addition to the **hammer price**, the successful bidder agrees to pay us a **buyer's premium** on the **hammer price** of each **lot** sold. On all **lots** we charge 25% of the **hammer price** up to and including HK\$5,000,000, 20% on that part of the **hammer price** over HK\$5,000,000 and up to and including HK\$50,000,000, and 14.5% of that part of the **hammer price** above HK\$50,000,000.

2 TAXES

The successful bidder is responsible for any applicable tax including any VAT, sales or compensating use tax or equivalent tax wherever such taxes may arise on the **hammer price** and the **buyer's premium**. It is the buyer's responsibility to ascertain and pay all taxes due. In all circumstances Hong Kong law takes precedence. Christie's recommends you obtain your own independent tax advice.

For **lots** Christie's ships to the United States, a state sales or use tax may be due on the **hammer price**, **buyer's premium** and/or any other charges related to the **lot**, regardless of the nationality or citizenship of the purchaser. Christie's will collect sales tax where legally required. The applicable sales tax rate will be determined based upon the state, county, or locale to which the **lot** will be shipped. Successful bidders claiming an exemption from sales tax must provide appropriate documentation to Christie's prior to the release of the **lot**. For shipments to those states for which Christie's is not required to collect sales tax, a successful bidder may be required to remit use tax to that state's taxing authorities. Christie's recommends you obtain your own independent tax advice with further questions.

E WARRANTIES

1 SELLER'S WARRANTIES

For each **lot**, the seller gives a **warranty** that the seller:

- is the owner of the **lot** or a joint owner of the **lot** acting with the permission of the other co-owners or, if the seller is not the owner or a joint owner of the **lot**, has the permission of the owner to sell the **lot**, or the right to do so in law; and
- has the right to transfer ownership of the **lot** to the buyer without any restrictions or claims by anyone else.

If either of the above **warranties** are incorrect, the seller shall not have to pay more than the **purchase price** (as defined in paragraph F1(a) below) paid by you to us. The seller will not be responsible to you for any reason for loss of profits or business, expected savings, loss of opportunity or interest, costs, damages, **other damages** or expenses. The seller gives no **warranty** in relation to any **lot** other than as set out above and, as far as the seller is allowed by law, all **warranties** from the seller to you, and all other obligations upon the seller which may be added to this agreement by law, are excluded.

2 OUR AUTHENTICITY WARRANTY

We warrant, subject to the terms below, that the **lots** in our sales are **authentic** (our "**authenticity warranty**"). If, within 5 years of the date of the auction, you give notice to us that your **lot** is not **authentic**, subject to the terms below, we will refund the **purchase price** paid by you. The meaning of **authentic** can be found in the glossary at the end of these Conditions of Sale. The terms of the **authenticity warranty** are as follows:

(a) It will be honoured for claims notified within a period of 5 years from the date of the auction. After such time, we will not be obligated to honour the **authenticity warranty**.

(b) It is given only for information shown in **UPPERCASE type** in the first line of the **catalogue description** (the "**Heading**"). It does not apply to any information other than in the **Heading**, even if shown in **UPPERCASE type**.

(c) The **authenticity warranty** does not apply to any **Heading** or part of a **Heading** which is qualified. **Qualified** means limited by a clarification in a **lot's catalogue description** or by the use in a **Heading** of one of the terms listed in the section titled **Qualified Headings** on the page of the catalogue headed "Important Notices and Explanation of Cataloguing Practice". For example, use of the term "ATTRIBUTED TO....." in a **Heading** means that the **lot** is in Christie's opinion probably a work by the named artist but no warranty is provided that the **lot** is the work of the named artist. Please read the full list of **Qualified Headings** and a **lot's full catalogue description** before bidding.

(d) The **authenticity warranty** applies to the **Heading** as amended by any **Saleroom Notice**.

(e) The **authenticity warranty** does not apply where scholarship has developed since the auction leading to a change in generally accepted opinion. Further it does not apply if the **Heading** either matched the generally accepted opinion of experts at the date of the sale or drew attention to any conflict of opinion.

(f) The **authenticity warranty** does not apply if the **lot** can only be shown not to be **authentic** by a scientific process which, on the date we published the catalogue, was not available or generally accepted for use, or which was unreasonably expensive or impractical, or which was likely to have damaged the **lot**.

(g) The benefit of the **authenticity warranty** is only available to the original buyer shown on the invoice for the **lot** issued at the time of the sale and only if, on the date of the notice of claim, the original buyer is the full owner of the **lot** and the **lot** is free from any claim, interest or restriction by anyone else. The benefit of this **authenticity warranty** may not be transferred to anyone else.

(h) In order to claim under the **authenticity warranty** you must:

- give us written notice of your claim within 5 years of the date of the auction. We may require full details and supporting evidence of any such claim;
 - at Christie's option, we may require you to provide the written opinions of two recognized experts in the field of the **lot** mutually agreed by you and us in advance confirming that the **lot** is not **authentic**. If we have any doubts, we reserve the right to obtain additional opinions at our expense; and
 - return the **lot** at your expense to the saleroom from which you bought it in the **condition** it was in at the time of sale.
- (i) Your only right under this **authenticity warranty** is to cancel the sale and receive a refund of the **purchase price** paid by you to us. We will not, in any circumstances, be required to pay you more than the **purchase price** nor will we be liable for any loss of profits or business, loss of opportunity or value, expected savings or interest, costs, damages, **other damages** or expenses.
- (j) **Books**. Where the **lot** is a book, we give an additional **warranty** for 14 days from the date of the sale that if on collation any **lot** is defective in text or illustration, we will refund your **purchase price**, subject to the following terms:

- (a) This additional **warranty** does not apply to:
 - (i) the absence of blanks, half titles, tissue guards or advertisements, damage in respect of bindings, stains, spotting, marginal tears or other defects not affecting completeness of the text or illustration;
 - (ii) drawings, autographs, letters or manuscripts, signed photographs, music, atlases, maps or periodicals;
 - (iii) books not identified by title;
 - (iv) **lots** sold without a printed **estimate**;
 - (v) books which are described in the catalogue as sold not subject to return; or
 - (vi) defects stated in any **condition** report or announced at the time of sale.

(b) To make a claim under this paragraph you must give written details of the defect and return the **lot** to the sale room at which you bought it in the same **condition** as at the time of sale, within 14 days of the date of the sale.

(k) **South East Asian Modern and Contemporary Art and Chinese Calligraphy and Painting.**

In these categories, the **authenticity warranty** does not apply because current scholarship does not permit the making of definitive statements. Christie's does, however, agree to cancel a sale in either of these two categories of art where it has been proven the **lot** is a forgery. Christie's will refund to the original buyer the **purchase price** in accordance with the terms of Christie's **authenticity warranty**, provided that the original buyer gives us written notice of the claim within twelve (12) months of the date of the auction. We may require full details and supporting evidence of any such claim. Such evidence must be satisfactory to us that the **lot** is a forgery in accordance with paragraph E2(h)(iii) above and the **lot** must be returned to us in accordance with E2(h)(iii) above. Paragraphs E2(b), (c), (d), (e), (f) and (g) and (i) also apply to a claim under these categories.

(l) **Chinese, Japanese and Korean artefacts (excluding Chinese, Japanese and Korean calligraphy, paintings, prints, drawings and jewellery).**

In these categories, paragraph E2 (b) – (e) above shall be amended so that where no maker or artist is identified, the authenticity warranty is given not only for the **Heading** but also for information regarding date or period shown in **UPPERCASE type** in the second line of the **catalogue description** (the "**Subheading**"). Accordingly, all references to the **Heading** in paragraph E2 (b) – (e) above shall be read as references to both the **Heading** and the **Subheading**.

F PAYMENT

1 HOW TO PAY

(a) Immediately following the auction, you must pay the **purchase price** being:

- (i) the **hammer price**; and
- (ii) the **buyer's premium**; and
- (iii) any duties, goods, sales, use, compensating or service tax.

Payment is due no later than by the end of the 7th calendar day following the date of the auction (the "**due date**").

(b) We will only accept payment from the registered bidder. Once issued, we cannot change the buyer's name on an invoice or re-issue the invoice in a different name. You must pay immediately even if you want to export the **lot** and you need an export licence.

(c) You must pay for **lots** bought at Christie's in Hong Kong in the currency stated on the invoice in one of the following ways:

- (i) Christie's is pleased to offer clients the option of viewing invoices, paying and arranging shipping online through MyChristie's. To log in, or if you have yet to create an online account, please go to: www.christies.com/MyChristies. While this service is available for most lots, payment and shipping must be arranged offline for some items. Please contact Post-Sale Services directly to coordinate.
- (ii) Wire transfer

You must make payments to:

HSBC
Head Office
1 Queen's Road, Central, Hong Kong
Bank code: 004
Account No. 062-305438-001
Account Name: Christie's Hong Kong Limited
SWIFT: HSBCHKHHHKH

- (iii) Credit Card.

We accept most major credit cards subject to certain conditions. We accept payments in person by credit card up to HK\$1,000,000 per auction sale although conditions and restrictions apply. China Union Pay is accepted with no limits on amounts. To make a 'cardholder not present' (CNP) payment, we accept payment up to HK\$1,000,000 per auction sale. CNP

payments cannot be accepted by all salerooms and are subject to certain restrictions. Details of the conditions and restrictions applicable to credit card payments are available from our Post-Sale Services Department, whose details are set out in paragraph (d) below.

(iv) Cash

We accept cash subject to a maximum of HKD 80,000 per buyer per year at our Post-Sale Services Department only (subject to conditions).

(v) Banker's draft

You must make these payable to Christie's Hong Kong Limited and there may be conditions.

(vi) Cheque

You must make cheques payable to Christie's Hong Kong Limited. Cheques must be from accounts in Hong Kong dollar from a Hong Kong bank.

(d) You must quote the sale number, your invoice number and client number when making a payment. All payments sent by post must be sent to: Christie's, Post-Sale Services Department, 22nd Floor Alexandra House, 18 Chater Road, Central, Hong Kong.

(e) For more information please contact our Post-Sale Services Department by phone on +852 2760 1766 or email to postsaleasia@christies.com.

2 TRANSFERRING OWNERSHIP TO YOU

You will not own the **lot** and ownership of the **lot** will not pass to you until we have received full and clear payment of the **purchase price**, even in circumstances where we have released the **lot** to the buyer.

3 TRANSFERRING RISK TO YOU

The risk in and responsibility for the **lot** will transfer to you from whichever is the earlier of the following:

- (a) When you collect the **lot**; or
- (b) At the end of the 30th day following the date of the auction or, if earlier, the date the **lot** is taken into care by a third party warehouse unless we have agreed otherwise with you in writing.

4 WHAT HAPPENS IF YOU DO NOT PAY

(a) If you fail to pay us the **purchase price** in full by the **due date**, we will be entitled to do one or more of the following (as well as enforce our rights under paragraph F5 and any other rights or remedies we have by law):

- (i) to charge interest from the **due date** at a rate of 7% a year above the 3-month HIBOR rate from time to time on the unpaid amount due;
- (ii) we can cancel the sale of the **lot**. If we do this, we may sell the **lot** again, publicly or privately on such terms we shall think necessary or appropriate, in which case you must pay us any shortfall between the **purchase price** and the proceeds from the resale. You must also pay all costs, expenses, losses, damages and legal fees we have to pay or may suffer and any shortfall in the seller's commission on the resale;
- (iii) we can pay the seller an amount up to the net proceeds payable in respect of the amount bid by your default in which case you acknowledge and understand that Christie's will have all of the rights of the seller to pursue you for such amounts;
- (iv) we can hold you legally responsible for the **purchase price** and may begin legal proceedings to recover it together with other losses, interest, legal fees and costs as far as we are allowed by law;
- (v) we can take what you owe us from any amounts which we or any company in the **Christie's Group** may owe you (including any deposit or other part-payment which you have paid to us);
- (vi) we can, at our option, reveal your identity and contact details to the seller;
- (vii) we can reject at any future auction any bids made by you or on your behalf or to obtain a deposit from you before accepting any bids;
- (viii) to exercise all the rights and remedies of a person holding security over any property in our possession owned by you, whether by way of pledge, security interest or in any other way as permitted by the law of the place where such property is located. You will be deemed to have granted such security to us and we may retain such property as collateral security for your obligations to us; and
- (ix) we can take any other action we see necessary or appropriate.

(b) If you owe money to us or to another **Christie's Group** company, we can use any amount you do pay, including any deposit or other part-payment you have made to us, or which we owe you, to pay off any amount you owe to us or another **Christie's Group** company for any transaction.

(c) If you make payment in full after the **due date**, and we choose to accept such payment we may charge you storage and transport costs from the date that is 31 calendar days following the auction in accordance with paragraphs G(d)(i) and (ii). In such circumstances paragraph G(d)(iv) shall apply.

5 KEEPING YOUR PROPERTY

If you owe money to us or to another **Christie's Group** company, as well as the rights set out in F4 above, we can use or deal with any of your property we hold or which is held by another **Christie's Group** company in any way we are allowed to by law. We will only release your property to you after you pay us or the relevant **Christie's Group** company in full for what you owe. However, if we choose, we can also sell your property in any way we think appropriate. We will use the proceeds of the sale against any amounts you owe us and we will pay any amount left from that sale to you. If there is a shortfall, you must pay us any difference between the amount we have received from the sale and the amount you owe us.

G COLLECTION AND STORAGE

(a) We ask that you collect purchased lots promptly following the auction (**but note that you may not collect any lot until you have made full and clear payment of all amounts due to us**).

(b) For information on collecting lots, Please contact Christie's Post-Sale Services Department on +852 2760 1766 / Email: postsaleasia@christies.com

(c) If you do not collect any **lot** promptly following the auction we can, at our option, remove the **lot** to another Christie's location or an affiliate or third party warehouse.

(d) If you do not collect a **lot** by the end of the 30th day following the date of the auction, unless otherwise agreed in writing:

- (i) we will charge you storage costs from that date.
- (ii) we can, at our option, move the **lot** to or within an affiliate or third party warehouse and charge you transport costs and administrative fees for doing so.
- (iii) we may sell the **lot** in any commercially reasonable way we think appropriate.
- (iv) the storage terms which can be found at www.christies.com/storage shall apply.
- (v) nothing in this paragraph is intended to limit our rights under paragraph F4.

H TRANSPORT AND SHIPPING

1 TRANSPORT AND SHIPPING

We will enclose a transport and shipping form with each invoice sent to you. You must make all transport and shipping arrangements. However, we can arrange to pack, transport and ship your property if you ask us to and pay the costs of doing so. We recommend that you ask us for an **estimate**, especially for any large items or items of high value that need professional packing before you bid. We may also suggest other handlers, packers, transporters or experts if you ask us to do so. For more information, please contact Christie's Post-Sale Services Department by phone on +852 2760 1766 or email to postsaleasia@christies.com. We will take reasonable care when we are handling, packing, transporting and shipping a **lot**. However, if we recommend another company for any of these purposes, we are not responsible for their acts, failure to act or neglect.

2 EXPORT AND IMPORT

Any **lot** sold at auction may be affected by laws on exports from the country in which it is sold and the import restrictions of other countries. Many countries require a declaration of export for property leaving the country and/or an import declaration on entry of property into the country. Local laws may prevent you from importing a **lot** or may prevent you selling a **lot** in the country you import it into.

We will not be obliged to cancel your purchase and refund the **purchase price** if your **lot** may not be exported, imported or it is seized for any reason by a government authority. It is your responsibility to determine and satisfy the requirements of any applicable laws or regulations relating to the export or import of any **lot** you purchase.

(a) You alone are responsible for getting advice about and meeting the requirements of any laws or regulations which apply to exporting or importing any **lot** prior to bidding. If you are refused a licence or there is a delay in getting one, you must still pay us in full for the **lot**. We may be able to help you apply for the appropriate licences if you ask us to and pay our fee for doing so. However, we cannot guarantee that you will get one. For more information, please contact Christie's Post-Sale Services Department by phone on +852 2760 1766 or email to postsaleasia@christies.com.

(b) You alone are responsible for any applicable taxes, tariffs or other government-imposed charges relating to the export or import of the **lot**. If Christie's exports or imports the **lot** on your behalf, and if Christie's pays these applicable taxes, tariffs or other government-imposed charges, you agree to refund that amount to Christie's.

(c) Lots made of protected species

Lots made of or including (regardless of the percentage) endangered and other protected species of wildlife are marked with the symbol **Ψ** in the catalogue. This material includes, among other things, ivory, tortoiseshell, crocodile skin, rhinoceros horn, whalebone certain species of coral, and rosewood. You should check the relevant customs laws and regulations before bidding on any **lot** containing wildlife material if you plan to import the **lot** into another country. Several countries refuse to allow you to import property containing these materials, and some other countries require a licence from the relevant regulatory agencies in the countries of exportation as well as importation. In some cases, the **lot** can only be shipped with an independent scientific confirmation of species and/or age and you will need to obtain these at your own cost. If a **lot** contains elephant ivory, or any other wildlife material that could be confused with elephant ivory, (for example, mammoth ivory, walrus ivory, helmeted hornbill ivory) please see further important information in paragraph (c) if you are proposing to import the **lot** into the USA. We will not be obliged to cancel your purchase and refund the **purchase price** if your **lot** may not be exported, imported or it is seized for any reason by a government authority. It is your responsibility to determine and satisfy the requirements of any applicable laws or regulations relating to the export or import of property containing such protected or regulated material.

(d) US import ban on African elephant ivory

The USA prohibits the import of ivory from the African elephant. Any **lot** containing elephant ivory or other wildlife material that could be easily confused with elephant ivory (for example, mammoth ivory, walrus ivory, helmeted hornbill ivory) can only be imported into the US with results of a rigorous scientific test acceptable to Fish & Wildlife, which confirms that the material is not African elephant ivory. Where we have conducted such rigorous scientific testing on a **lot** prior to sale, we will make this clear in the lot description. In all other cases, we cannot confirm whether a **lot** contains African elephant ivory, and you will buy that **lot** at your own risk and be responsible for any scientific test or other reports required for import into the USA at your own cost. If such scientific test is inconclusive or confirms the material is from the African elephant, we will not be obliged to cancel your purchase and refund the **purchase price**.

(e) Lots of Iranian origin

Some countries prohibit or restrict the purchase and/or import of Iranian-origin "works of conventional craftsmanship" (works that are not by a recognized artist and/or that have a function, for example: carpets, bowls, ewers, tiles, ornamental boxes). For example, the USA prohibits the import of this type of property and its purchase by US persons (wherever located). Other countries, such as Canada, only permit the import of this property in certain circumstances. As a convenience to buyers, Christie's indicates under the title of a **lot** if the **lot** originates from Iran (Persia). It is your responsibility to ensure you do not bid on or import a **lot** in contravention of the sanctions or trade embargoes that apply to you.

(f) Gold

Gold of less than 18ct does not qualify in all countries as 'gold' and may be refused import into those countries as 'gold'.

(g) Watches

Many of the watches offered for sale in this catalogue are pictured with straps made of endangered or protected animal materials such as alligator or crocodile. These **lots** are marked with the symbol **Ψ** in the catalogue. These endangered species straps are shown for display purposes only and are not for sale. Christie's will remove and retain the strap prior to shipment from the sale site. At some sale sites, Christie's may, at its discretion, make the displayed endangered species strap available to the buyer of the **lot** free of charge if collected in person from the sale site within 1 year of the date of the sale. Please check with the department for details on a particular **lot**.

For all symbols and other markings referred to in paragraph H2, please note that **lots** are marked as a convenience to you, but we do not accept liability for errors or for failing to mark **lots**.

I OUR LIABILITY TO YOU

(a) We give no **warranty** in relation to any statement made, or information given, by us or our representatives or employees, about any **lot** other than as set out in the **authenticity warranty** and, as far as we are allowed by law, all **warranties** and other terms which may be added to this agreement by law are excluded. The seller's **warranties**

contained in paragraph E1 are their own and we do not have any liability to you in relation to those **warranties**.

(b) (i) We are not responsible to you for any reason (whether for breaking this agreement or any other matter relating to your purchase of, or bid for, any **lot**) other than in the event of fraud or fraudulent misrepresentation by us or other than as expressly set out in these conditions of sale; and

(ii) We do not give any representation, warranty or guarantee or assume any liability of any kind in respect of any **lot** with regard to merchantability, fitness for a particular purpose, description, size, quality, condition, attribution, authenticity, rarity, importance, medium, provenance, exhibition history, literature, or historical relevance. Except as required by local law, any warranty of any kind is excluded by this paragraph.

(c) In particular, please be aware that our written and telephone bidding services, Christie's LIVE™, **condition** reports, currency converter and saleroom video screens are free services and we are not responsible to you for any error (human or otherwise), omission, breakdown, or delay, unavailability, suspension or termination of any of these services.

(d) We have no **responsibility** to any person other than a buyer in connection with the purchase of any **lot**.

(e) If, in spite of the terms in paragraphs (a) to (d) or E2(i) above, we are found to be liable to you for any reason, we shall not have to pay more than the **purchase price** paid by you to us. We will not be responsible to you for any reason for loss of profits or business, loss of opportunity or value, expected savings or interest, costs, damages, or expenses.

J OTHER TERMS

1 OUR ABILITY TO CANCEL

In addition to the other rights of cancellation contained in this agreement, we can cancel a sale of a **lot** if we reasonably believe that completing the transaction is, or may be, unlawful or that the sale places us or the seller under any liability to anyone else or may damage our reputation.

2 RECORDINGS

We may videotape and record proceedings at any auction. We will keep any personal information confidential, except to the extent disclosure is required by law. However, we may, through this process, use or share these recordings with another **Christie's Group** company and marketing partners to analyse our customers and to help us to tailor our services for buyers. If you do not want to be videotaped, you may make arrangements to make a telephone or written bid or bid on Christie's LIVE™ instead. Unless we agree otherwise in writing, you may not videotape or record proceedings at any auction.

3 COPYRIGHT

We own the copyright in all images, illustrations and written material produced by or for us relating to a **lot** (including the contents of our catalogues unless otherwise noted in the catalogue). You cannot use them without our prior written permission. We do not offer any guarantee that you will gain any copyright or other reproduction rights to the **lot**.

4 ENFORCING THIS AGREEMENT

If a court finds that any part of this agreement is not valid or is illegal or impossible to enforce, that part of the agreement will be treated as being deleted and the rest of this agreement will not be affected.

5 TRANSFERRING YOUR RIGHTS AND RESPONSIBILITIES

You may not grant a security over or transfer your rights or responsibilities under these terms on the contract of sale with the buyer unless we have given our written permission. This agreement will be binding on your successors or estate and anyone who takes over your rights and responsibilities.

6 TRANSLATIONS

If we have provided a translation of this agreement, we will use the English version in deciding any issues or disputes which arise under this agreement.

7 PERSONAL INFORMATION

We will hold and process your personal information and may pass it to another **Christie's Group** company for use as described in, and in line with, our privacy policy at www.christies.com. If you are a resident of California you can see a copy of our California Consumer Privacy Act statement at <https://www.christies.com/about-us/contact/ccpa>.

8 WAIVER

No failure or delay to exercise any right or remedy provided under these Conditions of Sale shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9 LAW AND DISPUTES

The rights and obligations of the parties with respect to these Conditions of Sale, the conduct of the auction and any matters connected with any of the foregoing shall be governed and interpreted by the Hong Kong laws. By bidding at auction, whether present in person or by agent, by written bid, telephone or other means, the buyer shall be deemed to have accepted these Conditions and submitted, for the benefit of Christie's, to the exclusive jurisdiction of the Hong Kong courts, and also accepted that Christie's also has the right to pursue remedies in any other jurisdiction in order to recover any outstanding sums due from the buyer.

10 REPORTING ON WWW.CHRTISTIES.COM

Details of all **lots** sold by us, including **catalogue descriptions** and prices, may be reported on www.christies.com. Sales totals are **hammer price** plus **buyer's premium** and do not reflect costs, financing fees, or application of buyer's or seller's credits. We regret that we cannot agree to requests to remove these details from www.christies.com.

K GLOSSARY

auctioneer : individual auctioneer and/or Christie's.
authentic : a genuine example, rather than a copy or forgery of;

(i) the work of a particular artist, author or manufacturer, if the **lot** is described in the **Heading** as the work of that artist, author or manufacturer;

(ii) a work created within a particular period or culture, if the **lot** is described in the **Heading** as a work created during that period or culture;

(iii) a work for a particular origin source if the **lot** is described in the **Heading** as being of that origin or source; or

(iv) in the case of gems, a work which is made of a particular material, if the **lot** is described in the **Heading** as being made of that material.

authenticity warranty : the guarantee we give in this agreement that a **lot** is **authentic** as set out in section E2 of this agreement.

buyer's premium : the charge the buyer pays us along with the **hammer price**.

catalogue description : the description of a **lot** in the catalogue for the auction, as amended by any saleroom notice.

Christie's Group : Christie's International Plc, its subsidiaries and other companies within its corporate group.

condition : the physical **condition** of a **lot**.

due date : has the meaning given to it paragraph F1(a).

estimate : the price range included in the catalogue or any saleroom notice within which we believe a **lot** may sell. **Low estimate** means the lower figure in the range and **high estimate** means the higher figure. The **mid estimate** is the midpoint between the two.

hammer price : the amount of the highest bid the **auctioneer** accepts for the sale of a **lot**.

Heading : has the meaning given to it in paragraph E2.

lot : an item to be offered at auction (or two or more items to be offered at auction as a group).

other damages : any special, consequential, incidental or indirect damages of any kind or any damages which fall within the meaning of 'special', 'incidental' or 'consequential' under local law.

purchase price : has the meaning given to it in paragraph F1(a).

provenance : the ownership history of a **lot**.

qualified : has the meaning given to it in paragraph E2 and **Qualified Headings** means the section headed **Qualified Headings** on the page of the catalogue headed 'Important Notices and Explanation of Cataloguing Practice'.

reserve : the confidential amount below which we will not sell a **lot**.

saleroom notice : a written notice posted next to the **lot** in the saleroom and on www.christies.com, which is also read to prospective telephone bidders and notified to clients who have left commission bids, or an announcement made by the **auctioneer** either at the beginning of the sale, or before a particular **lot** is auctioned.

Subheading : has the meaning given to it in paragraph E2.

UPPER CASE type : means having all capital letters.

warranty : a statement or representation in which the person making it guarantees that the facts set out in it are correct.

業務規定 · 買方須知

業務規定

業務規定和重要通知及目錄編列方法之說明列明佳士得拍賣刊載在本目錄中**拍賣品**的條款。

通過登記競投和 / 或在拍賣會中競投即表示您同意接受這些條款，因此，您須在競投之前仔細閱讀這些條款。下述粗體字體詞語的解釋在尾部詞匯表列明。

除非佳士得擁有**拍賣品**所有權（以▲標示），佳士得為賣方的代理人。

A. 拍賣之前

1. 拍賣品描述

(a) **目錄描述**部分使用的某些詞匯有特殊意義。詳情請見構成條款部分的重要通知及目錄編列方法之說明。對目錄內的標識的解釋，請見本目錄內“本目錄中使用的各類標識”。

(b) 本公司在本目錄中對任何**拍賣品**的描述，**拍賣品狀況**報告及其它陳述（不管是口頭還是書面），包括**拍賣品**性質或**狀況**、藝術家、時期、材料、概略尺寸或**來源**均屬我們意見之表述，而不應被作為事實之陳述。我們不像專業的歷史學家及學者那樣進行深入的研究。所有的尺寸及重量僅為粗略估計。

2. 對於**拍賣品**描述佳士得所負的責任

我們不對**拍賣品**的性質提供任何保證，除了下述第 E2 段的**真品保證**以及第 I 段另有約定。

3. 狀況

(a) 在我們拍賣會上拍賣的**拍賣品狀況**可因年代、先前損壞、修復、修理及損耗等因素而差異甚大。其性質即意味著幾乎不可能處於完美的**狀況**。**拍賣品**是按照其在拍賣之時的情況以“現狀”出售，而且不包括佳士得或賣方的任何陳述或保證或對於**狀況**的任何形式的責任承擔。

(b) 在本目錄條目或**狀況**報告中提及**狀況**不等同於對**狀況**的完整描述，圖片可能不會清晰展示出**拍賣品**。**拍賣品**的色彩和明暗度在印刷品或屏幕上看起來可能會與實體檢查時的情況不同。**狀況**報告可協助您評估**拍賣品**的**狀況**。為方便買方，**狀況**報告為免費提供，僅作為指引。**狀況**報告提供了我們的意見，但是可能未指出所有的缺陷、內在瑕疵、修復、更改及改造，因為我們的僱員不是專業修復或維護人員。出於這個原因，他們不能替代您親自檢查**拍賣品**或您自己尋求的專業意見。買方有責任確保自己已經要求提供、收悉及考慮了任何**狀況**報告。

4. 拍賣之前檢查**拍賣品**

(a) 如果您計劃競投一件**拍賣品**，應親自或通過具有專業知識之代表檢視，以確保

您接受**拍賣品**描述及**狀況**。我們建議您從專業修復人員或其它專業顧問那裏索取意見。

(b) 拍賣之前的檢視免費向公眾開放。在拍賣之前的檢視或通過預約，我們的專家可在場回答問題。

5. 估價

估價是基於**拍賣品**的**狀況**、稀有程度、質量、**來源**及類似物品的近期拍價決定。**估價**可能會改變。您或任何其他人在任何情況下都不可能依賴**估價**，將其作為**拍賣品**的實際售價的預測或保證。**估價**不包括買方酬金或任何適用的稅費。**估價**可能以拍賣場當地貨幣以外的貨幣顯示並僅作指引。本目錄使用的貨幣兌換率是根據最近目錄付印時的兌換率設定，所以可能與拍賣當日兌換率有差別。

6. 撤回

佳士得有權單方面決定在**拍賣品**拍賣過程中或拍賣之前的任何時間將**拍賣品**撤回。佳士得無須就任何撤回決定向您承擔責任。

7. 珠寶

(a) 有色寶石（如紅寶石、藍寶石及綠寶石）可能經過處理以改良外觀，包括加熱及上油等方法。這些方法都被國際珠寶行業認可，但是經處理的寶石的硬度可能會降低及 / 或在日後需要特殊的保養。

(b) 所有類型的寶石均可能經過某些改良處理。如果某件**拍賣品**沒有報告，您可以在拍賣日之前至少提前三周向我們要求寶石鑒定報告，報告的費用由您支付。

(c) 我們不會為每件拍賣的寶石索取鑒定報告。若我們有從國際認可的寶石鑒定實驗室取得鑒定報告，我們會在目錄中提及。從美國寶石鑒定實驗室發出的鑒定報告會描述對寶石的改良或處理。歐洲寶石鑒定實驗室的報告僅在我們要求的時候，才會提及對寶石的改良及處理，但是該報告會確認該寶石沒有被改良或處理。因各實驗室使用方法和技術的差異，對某寶石是否處理過、處理的程度或處理是否為永久性，都可能持不同意見。寶石鑒定實驗室僅對報告作出日之前實驗室所知悉的改進及處理進行報告。

(d) 對於珠寶銷售來說，**估價**是以寶石鑒定報告中的信息為基礎，如果沒有報告，就會認為寶石可能已經被處理或提升過。

8. 鐘錶

(a) 幾乎所有的鐘錶在使用期內都被修理過，可能都含有非原裝零部件。我們不能**保證**任何鐘錶的任何個別零部件都是原裝。被陳述為“關聯”字樣的錶帶不是原裝錶的部分，可能不是**真品**。拍賣的鐘可能跟隨沒有鐘擺、鐘錘或鑰匙出售。

(b) 收藏家等級的鐘錶經常有非常精細複雜的機械構造，可能需要一般保養服務、更換電池或進一步的修理工作，而這些都由買方負責。我們不**保證**每一隻鐘錶都是在良好運作狀態。除非目錄中有提及，我們不提供證書。

(c) 大多數的錶都被打開過查看機芯的型號及質量。因為這個原因，帶有防水錶殼的錶可能不能防水，在使用之前我們建議您讓專業鐘錶師事先檢驗。

手錶及錶帶的拍賣及運送方面的重要信息，請見第 H2(f) 段。

B. 登記競投

1. 新競投人

(a) 如果這是您第一次在佳士得競投，或者您曾參與我們的拍賣，但在過去兩年內未曾從任何佳士得拍賣場成功競投過任何東西，您必須在拍賣之前至少 48 個小時登記，以給我們足夠的時間來處理及批准您的登記。我們有權單方面不允許您登記成為競投人。您需提供以下資料：

(i) 個人客戶：帶有照片的身份證明（駕照執照、國民身份證或護照）及（如果身份證文件上沒有顯示現時住址資料）現時住址證明，如：用事業帳單或銀行月結單。

(ii) 公司客戶：顯示名稱及注册地址的公司註冊證明或類似文件，公司地址證明，被授權競投者附有相片的身分證文件，由法定代表人簽署及蓋有公司章（若有）的競投授權書，以及列出所有董事和受益股東的文件證明。

(iii) 信托、合夥、離岸公司及其它業務結構，請提前聯繫我們商談要求。

(b) 我們可能要求您向我們提供財務證明及 / 或押金作為許可您競投的條件。如需幫助，請聯繫我們的客戶服務部：+852 2760 1766。

2. 再次參與競投的客人

我們可選擇要求您提供以上 B1(a) 段所提及的現時身份證明，財務證明及 / 或押金作為許可您競投的條件。如果您過去兩年中沒有從我們的拍賣會成功投得**拍賣品**，或者您本次擬出價金額高於過往，請聯繫我們的投標部：+852 2978 9910 或電郵至 bidsasia@christies.com

3. 如果您未能提供正確的文件

如果我們認為，您未能滿足我們對競投者身份及登記手續的要求，包括但不限於完成及滿足本公司可能要求進行的所有反洗黑錢和 / 或反恐佈主義財政審查，我們可能會不允許您登記競投，而如果您成功投得**拍賣品**，我們可能撤銷您與賣方之間的買賣合約。佳士得有權單方面決定所須的身份證明文件類別，作為滿足我們對競投者身份及登記手續的要求。

4. 代表他人競投

- (a) **作為授權競投人**：如果您代表他人競投，在競投前，委託人需要完成以上的登記手續及提供已簽署的授權書，授權您代表其競投。
- (b) **作為隱名委託人的代理人**：如果您以代理人身份為隱名委託人（最終的買方）進行競投，您同意承擔支付**購買款項**和所有其他應付款項的個人責任。並且，您保證：
- (i) 您已經根據所有適用的反洗黑錢及制裁法律對**拍賣品**的最終的買方進行必要的客戶盡職調查，同意我們依賴該盡職調查。並且，您將在不少於 5 年的期間裏保存證明盡職調查的文件和記錄。
- (ii) 您在收到我們書面要求後可以將證明盡職調查的文件和記錄立即提供給獨立第三方審計人員即時查閱。我們不會向任何第三方披露上述文件和記錄，除非 (1) 它已經在公共領域存在，(2) 根據法律要求須被披露，(3) 符合反洗黑錢法律規定。
- (iii) 您和最終的買方之間的安排不是為了便於任何涉稅犯罪。
- (iv) 您不知曉並且沒有理由懷疑用於結算的資金和任何犯罪收入有關或最終的買方因洗黑錢，恐怖活動或其他基於洗黑錢的犯罪而被調查，被起訴或被定罪。

除非競投人和佳士得在拍賣開始前書面同意競投人僅作為佳士得認可並指定的第三方的代理參與競投並且佳士得只會向該指定第三方收取付款，競投人同意就繳付**購買款項**和所有其他應付款項負上個人法律責任。

5. 親自出席競投

如果您希望在拍賣現場競投，必須在拍賣舉行前至少 30 分鐘辦理登記手續，並索取競投號碼牌。如需協助，請聯繫客戶服務部：+852 2760 1766。

6. 競投服務

下述的競投服務是為方便客戶而設，如果在提供該服務出現任何錯誤（人為或其它），遺漏或故障，佳士得均不負上任何責任。

(A) 電話競投

您必須在拍賣開始前至少 24 小時辦理申請電話競投。佳士得只會能在能夠安排人員協助電話競投的情況下接受電話競投。**估價**低於港幣 30,000 元之**拍賣品**將不接受電話競投。若需要以英語外的其他語言進行競投，須儘早在拍賣之前預先安排。電話競投將可被錄音。以電話競投即代表您同意其對話被錄音。您同意電話競投受業務規定管限。

(B) 在 Christie's LIVE™ 網絡競投

在某些拍賣會，我們會接受網絡競投。請登入 www.christies.com/livebidding，點擊“現場競投”圖標，瞭解如何從電腦聆聽及觀看拍賣及參與競投。網絡競投受業務規定及 Christie's LIVE™ 使用條款的管限，詳情請見 <https://www.christies.com/LiveBidding/OnlineTermsOfUse.aspx> 網站。

(C) 書面競投

您可於本目錄，任何佳士得辦公室或通過 www.christies.com 選擇拍賣並查看**拍賣品**

取得書面競投表格。您必須在拍賣開始前至少 24 小時提交已經填妥的書面競投表格。投標必須是以拍賣會當地的貨幣為單位。**拍賣官**將在參考**底價**後，合理地履行書面競投務求以可能的最低價行使書面標。如果您以書面競投一件沒有**底價**的**拍賣品**，而且沒有其他更高叫價，我們會為您以**低端估價**的 50% 進行競投；或如果您的書面標比上述更低，則以您的書面標的價格進行競投。如佳士得收到多個競投價相等的書面競投，而在拍賣時此等競投價乃該**拍賣品**之最高出價，則該**拍賣品**售給最先送達其書面競投書給本公司之競投人。

C. 舉行拍賣

1. 進入拍賣現場

我們有權不允許任何人士進入拍賣場地，參與拍賣，亦可拒絕接受任何競投。

2. 底價

除非另外列明，所有**拍賣品**均有**底價**。不定有**底價**的**拍賣品**，在**拍賣品**號碼旁邊用*標記。**底價**不會高於**拍賣品**的**低端估價**。

3. 拍賣官之酌情權

拍賣官可以酌情選擇：

- (a) 拒絕接受任何競投；
- (b) 以其決定方式將競投提前或拖後，或改變**拍賣品**的順序；
- (c) 撤回任何**拍賣品**；
- (d) 將任何**拍賣品**分開拍賣或將兩件或多件**拍賣品**合併拍賣；
- (e) 重開或繼續競投，即便已經下槌；
- (f) 如果有關於競投的錯誤或者爭議，無論是在拍賣時或拍賣後，選擇繼續拍賣、決定誰是成功競投人、取消**拍賣品**的拍賣，或是將**拍賣品**重新拍賣或出售。如果您相信**拍賣官**在接受成功投標時存在錯誤，您必須在拍賣日後 3 個工作天內提供一份詳細記述您訴求的書面通知。**拍賣官**將本著真誠考慮該訴求。如果**拍賣官**在根據本段行使酌情權，在拍賣完成後決定取消出售一件**拍賣品**，或是將**拍賣品**重新拍賣或出售，**拍賣官**最遲將在拍賣日後第 7 個日曆日結束前通知成功競投人。**拍賣官**有最終決定權。本段不在任何情況下影響佳士得依據本業務規定中任何其他適用規定，包括第 B(3)、E(2)(i)、F(4) 及 J(1) 段中所列的取消權，取消出售一件**拍賣品**的權利。

4. 競投

拍賣官接受以下競投：

- (a) 拍賣會場參與競投的競投人；
- (b) 從電話競投人，通過 Christie's Live™（如第 B6 部分所示）透過網絡競投的競投人；
- (c) 拍賣之前提交佳士得的書面競投（也稱為不在場競投或委托競投）。

5. 代表賣方競投

拍賣官可選擇代賣方競投的方式連續競投或以回應其他競投者的投標而競投的方式，直至達到底價以下。**拍賣官**不會特別指明此乃代表賣方的競投。**拍賣官**不會代表賣方作出相等於或高於**底價**之出價。就不設**底價**的**拍**

賣品，**拍賣官**通常會以**低端估價**的 50% 開始拍賣。如果在此價位沒有人競投，**拍賣官**可以自行斟酌將價格下降繼續拍賣，直至有人競投，然後從該價位向上拍賣。如果無人競投該**拍賣品**，**拍賣官**可視該**拍賣品**為流拍**拍賣品**。

6. 競投價遞增幅度

競投通常從低於**低端估計**開始，然後逐步增加（競投價遞增幅度）。**拍賣官**會自行決定競投開始價位及遞增幅度。本目錄內的書面競投表格上顯示的是一般遞增幅度，僅供閣下參考。

7. 貨幣兌換

拍賣會的顯示板，Christie's Live™ 和佳士得網站可能會以拍賣會當地貨幣外的主要貨幣來展示競投。任何佳士得使用的兌換率僅作指引，佳士得並不受其約束。對於在提供該服務出現的任何錯誤（人為或其它），遺漏或故障，佳士得並不負責。

8. 成功競投

除非**拍賣官**決定使用以上 C3 段中的酌情權，**拍賣官**下槌即表示對最終競投價之接受。這代表賣方和成功競投人之間的買賣合約之訂立。我們僅向已登記的成功競投人開具發票。拍賣後我們會以郵寄及 / 或電子郵件方式發送發票，但我們並不負責通知閣下競投是否成功。如果您以書面競投，拍賣後您應儘快以電話聯繫我們或親臨本公司查詢競投結果，以避免產生不必要的倉儲費用。

9. 競投地法律

當您在我們的拍賣中競投時，您同意您會嚴格遵守所有在拍賣時生效並適用於相關拍賣場所的當地法律及法規。

D. 買方酬金及稅款

1. 買方酬金

成功競投人除支付**成交價**外，亦同意支付本公司以該**拍賣品成交價**計算的**買方酬金**。酬金費率按每件**拍賣品成交價**首港幣 5,000,000 元之 25%；加逾港幣 5,000,000 元以上至港幣 50,000,000 元部分之 20%；加逾港幣 50,000,000 元以上之 14.5% 計算。

2. 稅費

成功競投者將負責所有適用**拍賣品稅費**，包括增值稅，銷售或補償使用稅費或者所有基於**成交價**和**買方酬金**而產生的該等稅費。買方有責任查明並支付所有應付稅費。在任何情況下香港法律先決適用。佳士得建議您徵詢獨立稅務意見。

有關佳士得運送至美國的**拍賣品**，不論買方國籍或公民身份，均可能須支付基於**成交價**，**買方酬金**和 / 或與**拍賣品**相關的其他費用而產生的州銷售稅或使用稅費。佳士得將根據法律要求收取銷售稅。適用銷售稅率由**拍賣品**將運送到的州分，縣，地點而決定。要求豁免銷售稅的成功競投人必須在提取**拍賣品**之前向佳士得提供適當文件。佳士得不須收取稅費的州分，成功競投人可能須繳付稅費予該州分的稅務機構。佳士得建議您徵詢獨立稅務意見。

E. 保證

1. 賣方保證

對於每件**拍賣品**，賣方**保證**其：

- (a) 為**拍賣品**的所有人，或**拍賣品**的共有人之一並獲得其他共有人的許可；或者，如果賣方不是**拍賣品**的所有人或共有人之一，其已獲得所有人的授權出售**拍賣品**或其任在法律上有權這麼做；
- (b) 有權利將**拍賣品**的所有權轉讓給買方，且該權利不負擔任何限制或任何其他人之索賠權。

如果以上任何**保證**不確實，賣方不必支付超過您已向我們支付的**購買款項**（詳見以下第F1(a)段定義）的金額。賣方不會就閣下利潤上或經營的損失、預期存款、商機喪失或利息的損失、成本、賠償金、**其他賠償**或支出承擔責任。賣方不就任何**拍賣品**提供任何以上列舉之外的**保證**；只要法律許可，所有賣方對您做出的**保證**及法律要求加入本協議的所有其它賣方責任均被免除。

2. 真品保證

在不抵觸以下條款的情況下，本公司保證我們拍賣的**拍賣品**都是**真品**（我們的“**真品保證**”）。如果在拍賣日後五年內，您通知我們您的**拍賣品**不是**真品**，在符合以下條款規定之下，我們將把您支付的**購買款項**退還給您。業務規定的詞匯表裏有對“**真品**”一詞做出解釋。**真品保證**條款如下：

- (a) 我們對在拍賣日後 5 年內提供的申索通知提供**真品保證**。此期限過後，我們不再提供**真品保證**。
- (b) 我們只會對本**目錄描述**第一行（“**標題**”）以**大階字體**注明的資料作出**真品保證**。除了**標題**中顯示的資料，我們不對任何**標題**以外的資料（包括**標題**以外的大階字體注明）作出任何**保證**。
- (c) **真品保證**不適用於有**保留標題**或任何有保留的部分**標題**。有**保留**是指受限於**拍賣品目錄描述**內的解釋，或者**標題**中有“重要通告及目錄編列方法之說明”內有**保留標題**的某些字眼。例如：**標題**中對“認為是…之作品”的使用指佳士得認為**拍賣品**可能是某位藝術家的作品，但是佳士得不**保證**該作品一定是該藝術家的作品。在競投前，請閱畢“有**保留標題**”列表及**拍賣品**的**目錄描述**。
- (d) **真品保證**適用於被**拍賣會通告**修訂後的**標題**。
- (e) **真品保證**不適用於在拍賣之後，學術發展導致被普遍接受的學者或專家意見有所改變。此**保證**亦不適用於在拍賣日時，**標題**乎合被普遍接受的學者或專家的意見，或**標題**指出意見衝突的地方。
- (f) 如果**拍賣品**只有通過科學鑒定方法才能鑒定出不是**真品**，而在我們出版目錄之日，該科學方法還未存在或未被普遍接納，或價格太昂貴或不實際，或者可能損壞**拍賣品**，則**真品保證**不適用。
- (g) **真品保證**僅適用於**拍賣品**在拍賣時由佳士得發出之發票之原本買方，且僅在申索通知做出之日原本買方是**拍賣品**的唯一所有人，且**拍賣品**不受其他申索權、權利主張或任何其他制約的限制。此**真品保證**中的利益不可以轉讓。

(h) 要申索**真品保證**下的權利，您必須：

- (i) 在拍賣日後 5 年內，向我們提供書面的申索通知。我們可以要求您提供上述申索完整的細節及佐證證據；
 - (ii) 佳士得有權要求您提供為佳士得及您均事先同意的在此**拍賣品**領域被認可的兩位專家的書面意見，確認該**拍賣品**不是**真品**。如果我們有任何疑問，我們保留自己支付費用獲取更多意見的權利；及
 - (iii) 自費交回與拍賣時狀況相同的**拍賣品**給佳士得拍賣場。
- (i) 您在**真品保證**下唯一的權利就是取消該項拍賣及取回已付的**購買款項**。在任何情況下我們不須支付您超過您已向我們支付的**購買款項**的金額，同時我們也無須對任何利潤或經營損失、商機或價值喪失、預期存款或利息、成本、賠償金或**其他賠償**或支出承擔責任。
- (j) **書籍**。如果**拍賣品**為書籍，我們提供額外自拍賣日起為期 14 天的保證，如經校對後，**拍賣品**的文本或圖標存有瑕疵，在以下條款的規限下，我們將退回已付的**購買款項**：
- (a) 此額外**保證**不適用於：
 - (i) 缺少空白頁、扉頁、保護頁、廣告、及書籍鑲邊的破損、污漬、邊緣磨損或其它不影響文本及圖標完整性的瑕疵；
 - (ii) 繪圖、簽名、書信或手稿；帶有簽名的照片、音樂唱片、地圖冊、地圖或期刊；
 - (iii) 沒有標題的書籍；
 - (iv) 沒有標明**估價**的已售**拍賣品**；
 - (v) 目錄中表明售出後不可退貨的書籍；
 - (vi) 狀況報告中或拍賣時公告的瑕疵。
 - (b) 要根據本條規定申索權利，您必須在拍賣後的 14 天內就有關瑕疵提交書面通知，並交回與拍賣時狀況相同的**拍賣品**給當時進行拍賣的佳士得拍賣行。
- (k) **東南亞現代及當代藝術以及中國書畫**。**真品保證**並不適用於此類別**拍賣品**。目前學術界不容許對此類別作出確實之說明，但佳士得同意取消被證實為贗品之東南亞現代及當代藝術以及中國書畫**拍賣品**之交易。已付之**購買款項**則根據佳士得**真品保證**的條款退還予原本買方，但買方必須在拍賣日後 12 個月內，向我們提供書面的申索通知。我們可以要求您提供上述申索完整的細節及佐證證據。買方需按以上 E2(h)(ii) 的規定提供令佳士得滿意的證據，證實該**拍賣品**為贗品，及須按照以上 E2(h)(iii) 規定交回**拍賣品**給我們。E2(b), (c), (d), (e), (f), (g) 和 (i) 適用於此類別之申索。
- (l) **中國、日本及韓國工藝品（中國、日本及韓國書畫、版畫、素描及珠寶除外）**。以上 E2(b)-(e) 在此類別**拍賣品**將作修改如下。當創作者或藝術家未有列明時，我們不僅為**標題**作出**真品保證**，並會對本**目錄描述**第二行以**大階字體**注明的有關日期或時期的資料提供**真品保證**（“**副標題**”）。以上 E2(b)-(e) 所有提及**標題**之處應被理解為**標題**及**副標題**。

F. 付款

1. 付款方式

(a) 拍賣後，您必須立即支付以下**購買款項**：

- (i) **成交價**；和
- (ii) **買方酬金**；和
- (iii) 任何關稅、有關貨物、銷售、使用、補償或服務稅項。

所有款項須於拍賣後 7 個日曆天內悉數付清（“**到期付款日**”）。

(b) 我們只接受登記競投人付款。發票一旦開具，發票上買方的姓名不能更換，我們亦不能以不同姓名重新開具發票。即使您欲將**拍賣品**出口且需要出口許可證，您也必須立即支付以上款項。

(c) 在香港佳士得購買的**拍賣品**，您必須按照發票上顯示的貨幣以下列方式支付：

- (i) 佳士得通過“MyChristie’s”網上賬戶為客人提供查看發票、付款及運送服務。您可直接登錄查詢（如您還未註冊線上賬戶，請登錄 www.christies.com/MyChristies 進行註冊）。本服務適用於大多數**拍賣品**，但仍有少數**拍賣品**的付款和運送安排不能通過網上進行。如需協助，請與售後服務部聯絡。
- (ii) 電匯至：
香港上海匯豐銀行總行
香港中環皇后大道中 1 號
銀行編號：004
賬號：062-305438-001
賬名：Christie’s Hong Kong Limited
收款銀行代號：HSBCHKHHHKH

(iii) 信用卡

在符合我們的規定下，我們接受各種主要信用卡付款。本公司每次拍賣接受總數不超過港幣 1,000,000 元之現場信用卡付款，但有關條款及限制適用。以中國銀聯支付方式沒有金額限制。如要以“持卡人不在場”(CNP) 的方式支付，本公司每次拍賣接受總數不超過港幣 1,000,000 元之付款。CNP 付款不適用於所有佳士得拍賣場，並受某些限制。適用於信用卡付款的條款和限制可從佳士得的售後服務部獲取，詳情列於以下 (d) 段：

(iv) 現金

本公司每年只接受每位買方總數不超過港幣 80,000 元之現金付款（須受有關條件約束）；

(v) 銀行匯票

抬頭請注明「佳士得香港有限公司」（須受有關條件約束）；

(vi) 支票

抬頭請注明「佳士得香港有限公司」。支票必須於香港銀行承兌並以港幣支付。

(d) 支付時請注明拍賣號碼、發票號碼及客戶號碼；以郵寄方式支付必須發送到：佳士得香港有限公司，售後服務部（地址：香港中環遮打道 18 號歷山大廈 22 樓）。

(e) 如要瞭解更多信息，請聯繫售後服務部。電話 +852 2760 1766 或發電郵至 postsaleasia@christies.com。

2. 所有權轉移

只有我們自您處收到全額且清算**購買款項**後，您才擁有**拍賣品**及**拍賣品**的所有權，即使本公司已將**拍賣品**交給您。

3. 風險轉移

拍賣品的風險和責任自以下日期起將轉移給您（以較早者為準）：

- (a) 買方提貨日；
- (b) 自拍賣日起 30 日後，如較早，則**拍賣品**由第三方倉庫保管之日起；除非另行協議。

4. 不付款之補救辦法

- (a) 如果**到期付款日**，您未能全數支付**購買款項**，我們將有權行使以下一項或多項（及執行我們在 F5 段的權利以及法律賦予我們的其它權利或補救辦法）：
 - (i) 自**到期付款日**起，按照尚欠款項，收取高於香港金融管理局不時公布的三個月銀行同業拆息加 7% 的利息；
 - (ii) 取消交易並按照我們認為合適的條件對**拍賣品**公開重新拍賣或私下重新售賣。您必須向我們支付原來您應支付的**購買款項**與再次轉賣收益之間的差額。您也必須支付我們必須支付或可能蒙受的一切成本、費用、損失、賠償，法律費用及任何賣方酬金的差額；
 - (iii) 代不履行責任的買方支付賣方應付的拍賣淨價金額。您承認佳士得有賣方之所有權利向您提出追討。
 - (iv) 您必須承擔尚欠之**購買款項**，我們可就取回此金額而向您提出法律訴訟程序及在法律許可下向您索回之其他損失、利息、法律費用及其他費用；
 - (v) 將我們或**佳士得集團**任何公司欠下您之款項（包括您已付給我們之任何保證金或部分付款）用以抵銷您未付之款項；
 - (vi) 我們可以選擇將您的身份及聯繫方式披露給賣方；
 - (vii) 在將來任何拍賣中，不允許您或您的代表作出競投，或在接受您競投之前向您收取保證金；
 - (viii) 在**拍賣品**所處地方之法律許可之下，佳士得就您擁有並由佳士得管有的**拍賣品**作為抵押品並以抵押品持有人身份行使最高程度之權利及補救方法，不論是以典當方式、抵押方式或任何其他形式。您則被視為已授與本公司該等抵押及本公司可保留或售賣此物品作為買方對本公司及賣方的附屬抵押責任；和
 - (ix) 採取我們認為必要或適當的任何行動。
- (b) 將您已付的款項，包括保證金及其他部份付款或我們欠下您之款項用以抵銷您我們或其他**佳士得集團**公司的款項。
- (c) 如果您在**到期付款日**之後支付全部款項，同時，我們選擇接受該付款，我們可以自拍賣後第 31 日起根據 G(d)(i) 及(ii) 段向您收取倉儲和運輸費用。在此情況下，G(d)(iv) 段將適用。

5. 扣押拍賣品

如果您欠我們或其他**佳士得集團**公司款項，除了以上 F4 段的權利，在法律許可下，我們可以以任何方式使用或處置您存於我們或其它**佳士得集團**公司的**拍賣品**。只有在您全額支付欠下我們或相關**佳士得集團**公司的全部款項後，您方可領取有關**拍賣品**。我們亦可選擇將您的**拍賣品**按照我們認為適當的方式出售。我們將用出售**拍賣品**的銷售所得來抵銷您欠下我們的任何款項，並支付您任何剩餘部分。如果銷售所得不足以抵扣，您須支付差額。

G. 提取及倉儲

- (a) 我們要求您在拍賣之後立即提取您購買的**拍賣品**（但請注意，在全數付清所有款項之前，您不可以提取**拍賣品**）。
- (b) 有關提取**拍賣品**之詳情，請聯繫售後服務部。電話 +852 2760 1766 或發電郵至：postsaleasia@christies.com
- (c) 如果您未在拍賣完畢立即提取您購買的**拍賣品**，我們有權將**拍賣品**移送到其他佳士得所在處或其關聯公司或第三方倉庫。
- (d) 如果您未在拍賣後第三十個日曆日或之前提取您購買的**拍賣品**，除非另有書面約定：
 - (i) 我們將自拍賣後第 31 日起向您收取倉儲費用。
 - (ii) 我們有權將**拍賣品**移送到關聯公司或第三方倉庫，並向您收取因此產生的運輸費用和處理費用。
 - (iii) 我們可以按我們認為商業上合理且恰當的方式出售**拍賣品**。
 - (iv) 倉儲的條款適用，條款請見 www.christies.com/storage。
 - (v) 本段的任何內容不限制我們在 F4 段下的權利。

H. 運送

1. 運送

運送或付運表格會與發票一同發送給您。您須自行安排**拍賣品**的運送和付運事宜。我們也可以依照您的要求安排包裝運送及付運事宜，但您須支付有關收費。我們建議您在競投前預先查詢有關收費的估價，尤其是需要專業包裝的大件物品或高價品。應您要求，我們也可建議處理員、包裝、運輸公司或有關專家。詳情請聯繫佳士得售後服務部，電話：+852 2760 1766 或發電郵至 postsaleasia@christies.com。我們會合理謹慎處理、包裝、運輸**拍賣品**。若我們就上述目的向您推薦任何其他公司，我們不會承擔有關公司之行為，遺漏或疏忽引致的任何責任。

2. 出口 / 進口

拍賣售出的任何**拍賣品**都可能受**拍賣品**售出國家的出口法律及其他國家的進口法律限制。

許多國家就**拍賣品**出境要求出口聲明及 / 或就**拍賣品**入境要求進口聲明。進口國當地法律可能會禁止進口某些**拍賣品**或禁止**拍賣品**在進口國出售。

我們不會因您所購買的**拍賣品**無法出口，進口或出於任何原因遭政府機構沒收而有責任取消您的購買或向您退換**購買款項**。您應負

責確認並滿足任何法律或法規對出口或進口您購買的**拍賣品**的要求。

- (a) 在競投前，您應尋求專業意見並負責滿足任何法律或法規對出口或進口**拍賣品**的要求。如果您被拒發許可證，或申請許可證延誤，您仍須全數支付**拍賣品**的價款。如果您提出請求，在我們能力範圍許可內，我們可以協助您申請所需許可證，但我們會就此服務向您收取費用。我們不保證必能獲得許可證。如欲了解詳情，請聯繫佳士得售後服務部，電話：+852 2760 1766 或發郵件至 postsaleasia@christies.com。
- (b) 您應負責支付與**拍賣品**出口或進口有關的所有適用稅費、關稅或其他政府徵收的費用。如果佳士得為您出口或進口**拍賣品**，且佳士得支付了上述適用的稅費、關稅或其他政府徵收的費用，您同意向佳士得退還該筆費用。
- (c) **含有受保護動植物材料的拍賣品**
由瀕臨絕種及其他受保護野生動植物製造或組成（不論分比率）的**拍賣品**在本目錄中註有 [-] 號。
這些物料包括但不限於象牙、玳瑁殼、鱷魚皮、犀牛角、鯨骨、某些珊瑚品種及玫瑰木。若您有意將含有野生動物物料的任何**拍賣品**進口至其他國家，您須於競投該**拍賣品**之前了解有關海關法例和規定。有些國家完全禁止含有這類物料的物品進口，而其他國家則規定須向出口及入口國家的有關管理機構取得許可證。在有些情況下，**拍賣品**必須附有獨立的物種的科學證明和 / 或年期證明，方能裝運，而您須要自行安排上述證明並負責支付有關的費用。如果一件**拍賣品**含有象牙或其他可能和象牙相混淆的野生動物材料（例如猛獁象牙，海象象牙和犀鳥象牙）且您計劃將上述**拍賣品**進口到美國，請查看 (c) 段中之重要信息。如果您無法出口，進口該**拍賣品**或因任何原因**拍賣品**被政府部門查收，我們沒有義務因此取消您的交易並退回您的**購買款項**。您應負責確定並滿足有關有上述物料**拍賣品**進出口的法律和規例要求。
- (d) **美國關於非洲象象牙的進口禁令**
美國禁止非洲象象牙進口美國。如果一件**拍賣品**含有象牙或其他可能和象牙相混淆的野生材料（例如猛獁象牙，海象象牙和犀鳥象牙），其必須通過受美國漁業和野生動物保護局認可的嚴格科學測試確認該物料非非洲象象牙後方可進口美國。如果我們在拍賣前對**拍賣品**已經進行了該嚴格科學測試，我們會在**拍賣品**陳述中清楚表明。我們一般無法確認相關**拍賣品**的象牙是否來自非洲象。您凡購買有關**拍賣品**並計畫將有關**拍賣品**進口美國，必須承擔風險並負責支付任何科學測試或其他報告的費用。有關測試並無定論或確定物料非非洲象象牙，不被視為取消拍賣和退回**購買款項**的依據。
- (e) **源自伊朗的拍賣品**
一些國家禁止或限制購買和 / 或進口源自伊朗的“傳統工藝作品”（身份不明確的藝術家作品及 / 或功能性作品。例

如：地毯、碗、大口水壺、瓷磚和裝飾盒）。美國禁止進口以上物品亦禁止美國民眾（不論所在處）購買以上物品。有些國家，例如加拿大則允許在某特定情況下可以進口上述物品。為方便買方，佳士得在源自伊朗（波期）的**拍賣品**下方特別注明。如您受以上制裁或貿易禁運限制，您須確保您不會競投或進口有關**拍賣品**，違反有關適用條例。

- (f) **黃金**
含量低於 18k 的黃金並不是在所有國家均被視為「黃金」，並可能被拒絕入口。
- (g) **鐘錶**
本目錄內有些錶帶的照片顯示該手錶配有瀕危及受保護動物（如短吻鱷或鱷魚）的物料所製成的錶帶。這些**拍賣品**在本目錄內的**拍賣品**編號旁以 **Ψ** 符號顯示。這些錶帶只用來展示**拍賣品**並不作銷售用途。在運送手錶到拍賣地以外的地點前，佳士得會把上述錶帶拆除並予以保存。買方若在拍賣後一年內親身到拍賣所在地的佳士得提取，佳士得可酌情免費提供該展示用但含有瀕危及受保護動物物料的錶帶給買方。
H2 段中的標記是佳士得為了方便閣下而在有關**拍賣品**附加的，附加標記時如有任何錯誤或遺漏，佳士得恕不承擔任何責任。

I. 佳士得之法律責任

- (a) 除了**真品保證**，佳士得、佳士得代理人或僱員，對任何**拍賣品**作任何陳述，或資料的提供，均不作出任何**保證**。在法律容許的最大程度下，所有由法律附加的**保證**及其他條款，均被排除在本協議外。在 E1 段中的賣方**保證**是由賣方提供的**保證**，我們對這些**保證**不負有任何責任。
- (b) (i) 除非我們以欺詐手段作出有欺詐成份的失實陳述或在本業務規定中另有明確說明，我們不會因任何原因對您負有任何責任（無論是因違反本協議，購買**拍賣品**或與競投相關的任何其它事項）；和
(ii) 本公司無就任何**拍賣品**的可商售品質、是否適合某特定用途、描述、尺寸、質量、**狀況**、作品歸屬、真實性、稀有程度、重要性、媒介、來源、展覽歷史、文獻或歷史的關聯等作出任何陳述、**保證**或擔保或承擔任何責任。除非當地的法律強制要求，任何種類之任何**保證**，均被本段排除在外。
- (c) 請注意佳士得所提供的書面競投及電話競投服務、Christie's Live™、**狀況**報告、貨幣兌換顯示板及拍賣室錄像影像為免費服務，如有任何錯誤（人為或其它原因）、遺漏或故障或延誤、未能提供、暫停或終止，本公司不負任何責任。
- (d) 就**拍賣品**購買的事宜，我們僅對買方負有法律責任。
- (e) 如果儘管有 (a) 至 (d) 或 E2(i) 段的規定，我們因某些原因須對您負上法律責任，我們不須支持超過您已支付的**購買款項**。佳士得不須就任何利潤或經營損失、商機喪失或價值、預期存款或利息、費用、賠償或支出等原因負上任何責任。

J. 其它條款

1. 我們的撤銷權
除了本協議中的其他撤銷權利，如果我們合理地認為完成交易可能是違法行為或該銷售會令我們或賣方向任何人負上法律責任或損壞我們的名聲，我們可取消該**拍賣品**的拍賣。

2. 錄像

我們可以錄影及記錄拍賣過程。除非按法律要求，我們會對個人信息加以保密。該資料可能用於或提供其他**佳士得集團**公司和市場夥伴以作客戶分析或以便我們向買方提供合適的服務。若您不想被錄影，您可透過電話或書面競投或者在 Christie's Live™ 競投。除非另有書面約定，您不能在拍賣現場錄像或錄音。

3. 版權

所有由佳士得或為佳士得與**拍賣品**有關之製作之一切圖片、插圖與書面資料（除有特別註釋外，包括我們的目錄的內容）之版權均屬於佳士得所有。沒有我們的事先書面許可不得使用以上版權作品。我們沒有保證您就投得的**拍賣品**會取得任何版權或其他複製的權利。

4. 效力

如本協議的任何部份遭任何法院認定為無效、不合法或無法執行，則該部分應被視為刪除，其它部分不受影響。

5. 轉讓您的權利及責任

除非我們給予書面許可，否則您不得就您在本協議下的權利或責任設立任何抵押，亦不得轉讓您的權利和責任。本協議對您的繼任人、遺產及任何承繼閣下責任的人具有約束力。

6. 翻譯

如果我們提供了本協議的翻譯件，我們將會使用英文版用於解決本協議項下產生的任何問題以及爭議。

7. 個人信息

您同意我們將持有並處理您的個人數據或信息，並將其交給其它**佳士得集團**公司用於我們的私隱政策所描述的，或與其相符的目的。您可以在 www.christies.com 上找到本公司私隱政策。如您是加利福尼亞州居民，您可在 <https://www.christies.com/about-us/contact/ccpa> 看到我們的《加州消費者隱私法》(California Consumer Privacy Act) 聲明。

8. 棄權

未能或延遲行使本業務規定下的權利或補償不應被視為免除該權利或補償，也不應阻止或限制對該權利或補償或其他權利或補償的行使。單獨或部分行使該權利或補償不應阻止或限制對其它權利或補償的行使。

9. 法律及管轄權

各方的權利及義務，就有關本業務規定，拍賣的行為及任何與上述條文的事項，均受香港法律管轄及根據香港法律解釋。在拍賣競投時，無論是親自出席或由代理人出席競投，書面、電話及其他方法競投，買方則被

視為接受本業務規定，及為佳士得之利益而言，接受香港法院之排他性管轄權，並同時接納佳士得亦有權在任何其他司法管轄區提出索償，以追討買方拖欠的任何款項。

10. www.christies.com 的報告

售出的**拍賣品**的所有資料，包括**目錄描述**及價款都可在 www.christies.com 上查閱。銷售總額為**成交價**加上**買方酬金**，其不反映成本、財務費用或買方或賣方信貸申請情況。我們不能按要求將這些資料從 www.christies.com 網站上刪除。

K. 詞匯表

拍賣官：個人拍賣官和 / 或佳士得。

真品：以下所述的真實作品，而不是複製品或贗品：

- a) **拍賣品**在標題被描述為某位藝術家、作者或製作者的作品，則為該藝術家、作者或製造者的作品；
b) **拍賣品**在標題被描述為是某時期或流派創作的作品，則該時期或流派的作品；
c) **拍賣品**在標題被描述為某來源，則為該來源的作品；
d) 以寶石為例，如**拍賣品**在標題被描述為由某種材料製成，則該作品是由該材料製成。

真品保證：我們在本協議 E 段所詳述為**拍賣品**提供的**保證**。

買方酬金：除了**成交價**，買方支付給我們的費用。

目錄描述：拍賣目錄內對**拍賣品**的陳述（包括於拍賣場通過對有關陳述作出的任何更改）。

佳士得集團：Christie's International Plc、其子公司及集團的其它公司。

狀況：拍賣品的物理狀況。

到期付款日：如第 F1(a) 段所列出的意思。

估價：目錄中或拍賣場通告中列明的我們認為**拍賣品**可能出售的價格範圍。**低端估價**指該範圍的最低價；**高端估價**指該範圍的最高價。**中間估價**為兩者的中間點。

成交價：拍賣官接受的**拍賣品**最高競投價。

標題：如 E2 段所列出的意思。

拍賣品：供拍賣的一件**拍賣品**（或作為一組拍賣的兩件或更多的物件）；

其他賠償：任何特殊、連帶、附帶或間接的賠償或任何符合當地法律規定的“特殊”、“附帶”或“連帶”賠償。

購買款項：如第 F1(a) 段的意思。

來源：拍賣品的所有權歷史。

有保留：如 E2 段中的意思；**有保留標題**則指目錄中“重要通知和目錄編制說明”頁中的“**有保留標題**”的意思。

底價：拍賣品不會以低於此保密底價出售。

拍賣場通告：張貼位於拍賣場內的**拍賣品**旁或 www.christies.com 的書面通知（上述通知內容會另行通知以電話或書面競投的客戶），或拍賣會舉行前或拍賣某**拍賣品**前**拍賣官**宣布的公告。

副標題：如 E2 段所列出的意思。

大楷字體：指包含所有的大寫字母。

保證：陳述人或聲明人保證其所陳述或聲明的事實為正確。

SYMBOLS USED IN THIS CATALOGUE

The meaning of words coloured in **bold** in this section can be found at the end of the section of the catalogue headed 'Conditions of Sale • Buying at Christie's'

◦ Christie's has a direct financial interest in the **lot**. See Important Notices and Explanation of Cataloguing Practice.

△ Owned by Christie's or another **Christie's Group** company in whole or in part. See Important Notices and Explanation of Cataloguing Practice.

◆ Christie's has a direct financial interest in the **lot** and has funded all or part of our interest with the help of someone else. See Important Notices and Explanation of Cataloguing Practice.

✂ Bidding by parties with an interest.

• **Lot** offered without **reserve** which will be sold to the highest bidder regardless of the pre-sale estimate in the catalogue.

~ **Lot** incorporates material from endangered species which could result in export restrictions. See Section H2(b) of the Conditions of Sale • Buying at Christie's.

Ψ **Lot** incorporates material from endangered species that is not for sale and is shown for display purposes only.

Please note that **lots** are marked as a convenience to you and we shall not be liable for any errors in, or failure to, mark a **lot**.

本目錄中使用的各類標識

本部份粗體字體詞語的涵義載於本目錄中題為“業務規定·買方須知”一章的最後一頁。

◦ 佳士得對該**拍賣品**擁有直接經濟利益。請參閱重要通知及目錄編列方法之說明。

△ 全部或部分由佳士得或其他**佳士得集團公司**持有。請參閱重要通知及目錄編列方法之說明。

◆ 佳士得對該**拍賣品**擁有直接經濟利益，佳士得的全部或部分利益通過第三方融資。請參閱重要通知及目錄編列方法之說明。

✂ 利益方的競投。

• 不設**底價**的**拍賣品**，不論其在本目錄中的售前**估價**，該**拍賣品**將售賣給出價最高的競投人。

~ **拍賣品**含有瀕危物種的材料，可能受出口限制。請參閱業務規定·買方須知第 H2(b) 段。

Ψ **拍賣品**含有瀕危物種的材料，只用作展示用途，並不作銷售。

請注意對藏品的標記僅為您提供方便，本公司不承擔任何因標示錯誤或遺漏標記的責任。

IMPORTANT NOTICES AND EXPLANATION OF CATALOGUING PRACTICE

IMPORTANT NOTICES

CHRISTIE'S INTEREST IN PROPERTY CONSIGNED FOR AUCTION

△ Property Owned in part or in full by Christie's

From time to time, Christie's may offer a lot which it owns in whole or in part. Such property is identified in the catalogue with the symbol △ next to its lot number. Where Christie's has an ownership or financial interest in every lot in the catalogue, Christie's will not designate each lot with a symbol, but will state its interest in the front of the catalogue.

◦ Minimum Price Guarantees:

On occasion, Christie's has a direct financial interest in the outcome of the sale of certain lots consigned for sale. This will usually be where it has guaranteed to the Seller that whatever the outcome of the auction, the Seller will receive a minimum sale price for the work. This is known as a minimum price guarantee. Where Christie's holds such financial interest we identify such lots with the symbol ◦ next to the lot number.

◦◆ Third Party Guarantees/Irrevocable bids

Where Christie's has provided a Minimum Price Guarantee it is at risk of making a loss, which can be significant, if the lot fails to sell. Christie's therefore sometimes chooses to share that risk with a third party who agrees prior to the auction to place an irrevocable written bid on the lot. If there are no other higher bids, the third party commits to buy the lot at the level of their irrevocable written bid. In doing so, the third party takes on all or part of the risk of the lot not being sold. Lots which are subject to a third party guarantee arrangement are identified in the catalogue with the symbol ◦◆.

Christie's compensates the third party in exchange for accepting this risk provided that the third party is not the successful bidder. The remuneration to the

third party may either be based on a fixed fee or an amount calculated against the final hammer price. The third party may also bid for the lot above the irrevocable written bid. Where the third party is the successful bidder, the third party is required to pay the hammer price and the buyer's premium in full.

Third party guarantors are required by us to disclose to anyone they are advising their financial interest in any lots they are guaranteeing. However, for the avoidance of any doubt, if you are advised by or bidding through an agent on a lot identified as being subject to a third party guarantee you should always ask your agent to confirm whether or not he or she has a financial interest in relation to the lot.

✂ Bidding by parties with an interest

When a party with a direct or indirect interest in the lot who may have knowledge of the lot's reserve or other material information may be bidding on the lot, we will mark the lot with this symbol ✂. This interest can include beneficiaries of an estate that consigned the lot or a joint owner of a lot. Any interested party that successfully bids on a lot must comply with Christie's Conditions of Sale, including paying the lot's full Buyer's Premium plus applicable taxes.

Post-catalogue notifications

In certain instances, after the catalogue has been published, Christie's may enter into an arrangement or become aware of bidding that would have required a catalogue symbol. In those instances, a pre-sale or pre-lot announcement will be made.

Other Arrangements

Christie's may enter into other arrangements not involving bids. These include arrangements where Christie's has given the Seller an Advance on the proceeds of sale of the lot or where Christie's has shared the risk of a guarantee with a partner without

the partner being required to place an irrevocable written bid or otherwise participating in the bidding on the lot. Because such arrangements are unrelated to the bidding process they are not marked with a symbol in the catalogue.

Please see <http://www.christies.com/financial-interest/> for a more detailed explanation of minimum price guarantees and third party financing arrangements.

EXPLANATION OF CATALOGUING PRACTICE

Terms used in a catalogue or lot description have the meanings ascribed to them below. Please note that all statements in a catalogue or lot description as to authorship, period, reign or dynasty are made subject to the provisions of the Conditions of Sale, including the Authenticity Warranty. Our use of these expressions does not take account of the condition of the lot or of the extent of any restoration. Buyers are advised to inspect the property themselves. Written condition reports are usually available on request.

A term and its definition listed under 'Qualified Headings' is a qualified statement as to authorship, period, reign or dynasty. While the use of this term is based upon careful study and represents the opinion of specialists, Christie's and the consignor assume no risk, liability and responsibility for the authenticity of authorship or of the lot being created in certain period, reign or dynasty of any lot in this catalogue described by this term, and the Authenticity Warranty shall not be available with respect to lots described using this term.

Discrepancy in the layout of information may appear between the catalogue description in English and its Chinese translation. We will use the English version of the catalogue description in deciding any

issue or disputes which arise under the Authenticity Warranty or the 'Qualified Headings'.

- In Christie's opinion a work by the maker or artist e.g. A YIXING TEAPOT BY CHEN MINGYUAN KANGXI PERIOD (1662-1722)
- When a piece is, in Christie's opinion, of a certain period, reign or dynasty, its attribution appears in uppercase letters directly below the heading of the description of the lot. e.g. A BLUE AND WHITE BOWL QING DYNASTY, 18TH CENTURY
- If the date, period or reign mark mentioned in uppercase letters directly below the heading of the description of the lot states that the mark is of the period, then in Christie's opinion, the piece is of the date, period or reign of the mark. e.g. A BLUE AND WHITE BOWL KANGXI SIX-CHARACTER MARK IN UNDERGLAZE BLUE AND OF THE PERIOD (1662-1722)

- When a piece is, in Christie's opinion, made no later than a certain period, reign or dynasty, its attribution appears in uppercase letters directly below the heading of the description of the lot and the term "AND EARLIER" appears. e.g. A JADE NECKLACE LIANGZHU CULTURE AND EARLIER, CIRCA 3900-2300 BC
- If no date, period or reign mark is mentioned in uppercase letters directly below the heading of the description of the lot, in Christie's opinion it is of uncertain date or late manufacture. e.g. A BLUE AND WHITE BOWL

CHINESE CERAMICS AND WORKS OF ART QUALIFIED HEADINGS

- When a piece is, in Christie's opinion, not of the period to which it would normally be attributed on stylistic grounds, this will be incorporated into the first line or the body of the text of the description.

e.g. A BLUE AND WHITE MING-STYLE BOWL
The Ming-style bowl is decorated with lotus scrolls...

- In Christie's opinion, this object could be dated to the Kangxi period but there is a strong element of doubt. e.g. A BLUE AND WHITE BOWL POSSIBLY KANGXI PERIOD
- In Christie's opinion, this object is of a certain period, reign or dynasty. However, in Christie's qualified opinion, this object could belong to a particular culture but there is a strong element of doubt. e.g. A JADE BLADE NEOLITHIC PERIOD, POSSIBLY DAWENKOU CULTURE

重要通知及目錄編列方法之說明

重要通知

佳士得在受委託拍賣品中的權益

△ 部分或全部歸佳士得擁有的拍賣品

佳士得可能會不時提供佳士得集團旗下公司全部或部分擁有之拍賣品。該等拍賣品在目錄中於拍賣編號旁註有△符號以資識別。如果佳士得在目錄中每一項拍賣品中均有所有權或經濟利益，佳士得將不會於每一項拍賣品旁附註符號，但會於正文首頁聲明其權益。

◦ 保證最低出售價

佳士得有時就某些受委託出售的拍賣品的拍賣成果持有直接的經濟利益。通常為其向賣方保證無論拍賣的結果如何，賣方將就拍賣品的出售獲得最低出售價。這被稱為保證最低出售價。該等拍賣品在目錄中於拍賣編號旁註有◦號以資識別。

◦◆ 第三方保證 / 不可撤銷的競投

在佳士得已經提供最低出售價保證，如果拍賣品未能出售，佳士得將承擔遭受重大損失的風險。因此，佳士得有時選擇與同意在拍賣之前就該拍賣品提交一份不可撤銷的書面競投的第三方分擔該風險。如果沒有其他更高的競價，第三方承諾將以他們提交的不可撤銷的書面競投價格購買該拍賣品。第三方因此承擔拍賣品未能出售的所有或部分風險。該等拍賣品在目錄中注以符號◦◆以資識別。

第三方需要承擔風險，在自身不是成功競投人的情況下，佳士得將給予酬金給第三方。第三方的酬金可以是固定金額或基於成交價計算的酬金。第三方亦可以就該拍賣品以超過書面競投的價格進行競投。如果第三方成功競投，第三方必須全額支付不可撤銷的成交價及買方酬金。

我們要求第三方保證人向其客戶披露在給予保證的拍賣品持有的經濟利益。如果您通過顧問意見或委託代理人競投一件標示為有第三方融資的拍賣品，我們建議您應當要求您的代理人確認他 / 她是否在拍賣品持有經濟利益。

✱ 利益方的競投

當那些可能獲悉了拍賣品的底價或其他重要信息對拍賣品擁有直接或間接權益的一方可能進行競投時，我們會對該拍賣品附註符號✱。該利益可包括委託出售拍賣品的遺產受益人或者拍賣品的共同所有人之一。任何成功競得拍賣品的利益方必須遵守佳士得的業

務規定，包括全額支付拍賣品的買方酬金及適用的稅費。

目錄出版後通知

在有些情形下，在目錄出版後，佳士得可能會達成某種安排或意識到有需要附註目錄符號的競投。在此情況下，我們會在拍賣會前或拍賣該項拍賣品前做出通知。

其他安排

佳士得可能訂立與競投無關的協議。這些協議包括佳士得向賣方就拍賣品銷售所得預付金額或者佳士得與第三方分擔保證風險，但並不要求第三方提供不可撤銷的書面競投或參與拍賣品的競投。因為上述協議與競投過程無關，我們不會在目錄中注以符號。

請登錄 <http://www.christies.com/financial-interest/> 瞭解更多關於最低出售價保證以及第三方融資安排的說明。

目錄編列方法之說明

下列詞語於本目錄或拍賣品描述中具有以下意義。請注意本目錄內或拍賣品描述中有關創作者、時期、統治時期或朝代的所有陳述均在符合本公司之業務規定、買方須知，包括真品保證的條款下作出。該用詞的表達獨立於拍賣品本身的狀況或任何程度的修復。我們建議買方親身檢視拍賣品的狀況。佳士得也可按要求提供書面狀況報告。

於本目錄「有保留的標題」下編列方法的詞語及其定義為對拍賣品創作者、時期、統治時期或朝代有所保留的陳述。該詞語之使用，乃依據審慎研究所得之佳士得專家之意見。佳士得及賣方對該詞語及其所陳述的本目錄拍賣品之創作者或拍賣品於某時期、統治時期或朝代內創作的真實，並不承擔任何風險、法律責任和義務。而真品保證條款，亦不適用於以該詞語所描述的拍賣品。

目錄描述中資料的前後編排版面的英文版本與中文翻譯可能出現偏差。我們將會使用英文版本之目錄描述解決真品保證或「有保留的標題」下產生的任何問題以及爭議。

- 佳士得認為是屬於該創作者或藝術家之作品
例如：A YIXING TEAPOT BY CHEN MINGYUAN KANGXI PERIOD (1662-1722)

- 當作品描述標題的直接下方以英文大階字體註明作品的歸屬，以佳士得之意見認為，該作品屬於所註明之時期、統治時期或朝代。

例如：A BLUE AND WHITE BOWL QING DYNASTY, 18TH CENTURY

- 如日期、時期或統治時期款識出現在作品描述標題的直接下方並以英文大階字體註明款識為屬於某時期，則以佳士得之意見認為，該作品乃款識所示之日期、時期或統治時期之作品。

例如：A BLUE AND WHITE BOWL KANGXI SIX-CHARACTER MARK IN UNDERGLAZE BLUE AND OF THE PERIOD (1662-1722)

- 作品之歸屬以英文大階字體在其標題描述直接下方及以詞語「和更早」註明，以佳士得之意見認為，該作品不遲於該時期、統治時期或朝代創造。

例如：A JADE NECKLACE LIANGZHU CULTURE AND EARLIER, CIRCA 3900-2300 BC

- 在作品描述標題的直接下方沒有以英文大階字體註明日期、時期或統治時期款識之作品，以佳士得之意見認為，該作品之創作日期不詳或屬於較後時期創作之作品。

例如：A BLUE AND WHITE BOWL

中國瓷器及工藝精品

有保留的標題

- 以佳士得之意見認為，作品並非自歸屬於基於其風格其通常被認為的時期，此風格將會註明在描述的第一行或描述內容中。

例 如：A BLUE AND WHITE MING-STYLE BOWL
The Ming-style bowl is decorated with lotus scrolls...

- 以佳士得有保留之意見認為作品可能或為康熙時期但佳士得對此有強烈懷疑。

例如：A BLUE AND WHITE BOWL POSSIBLY KANGXI PERIOD

- 佳士得認為作品屬於某時期、統治時期或朝代。但以佳士得有保留之意見認為，作品可能屬於某文化但佳士得對此有強烈懷疑。

例如：A JADE BLADE NEOLITHIC PERIOD, POSSIBLY DAWENKOU CULTURE