FINE CHINESE PAINTINGS
AND SOUTHEAST ASIAN ART

Sunday 29 May 2016
星期日 2016年5月29日 下午一時
香港邦瀚斯藝術廊

Bonhams
HONG KONG
NOTICE TO BIDDERS

This notice is addressed by Bonhams to any person who may be interested in a Lot, including Bidders and potential Bidders (including any eventual Buyer of the Lot). For ease of reference we refer to such persons as “Bidders” or “you”.

Our List of Definitions and Glossary is incorporated into this Notice to Bidders. It is at Appendix 3 at the back of the Catalogue.

Words and phrases are 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 for the Sale, in an insert in the Catalogue and/or in a notice displayed at the Sale venue and you should read them as well. Announcements affecting the Sale may be made orally before and during the Sale without prior written notice. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE

In its role as auctioneer of Lots, Bonhams acts solely for and in the interests of the Seller. Bonhams’ job is to sell the Lot at the highest price obtainable at the Sale to a Bidder.

Bonhams does not act for Buyers or Bidders in this role and does not give advice to Buyers or Bidders. When it or its staff makes statements about a Lot or, if Bonhams provides a Condition Report on a Lot it is doing that on behalf of the Seller of the Lot.

Bidders and Buyers who are themselves not experts in the Lots are strongly advised to seek and obtain independent advice on the Lots and their value before bidding for them.

The Seller has authorised Bonhams to sell the Lot as its agent on its behalf and, save where we expressly make it clear to the contrary, Bonhams acts only as agent for the Seller. Any statement or representation we make in respect of a Lot is made on the Seller's behalf and, unless Bonhams sells a Lot as principal, not on our behalf and any Contract for Sale is between the Bidder and the Seller and not between Bonhams and the Buyer.

If Bonhams sells a Lot as principal this will either be stated in the Catalogue or an announcement to that effect will be made by the Auctioneer. Bonhams will be stated in a notice at the Sale or an insert in the Catalogue.

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a Lot and buy it, at that stage Bonhams does enter into an agreement with you in respect of the Lot which will be set out in your Buyer’s Agreement and you should read it carefully. The terms of that agreement are set out in our Buyer’s Agreement save for those varied by announcement given out orally before and/or during the Sale, which you will find at Appendix 2 at the back of the Catalogue. This will govern Bonhams’ relationship with the Buyer.

2. LOTS

Subject to the Contractual Description printed in bold letters in the Entry about the Lot in the Catalogue (see paragraph 3 below), Lots are sold “as is” and “where is” with all faults and imperfections. No reference is made in the Catalogue to any defect, damage or restoration of the Lot. Please see paragraph 15.

Illustrations and photographs contained in the Catalogue (other than photographs forming part of the Contractual Description) or elsewhere of any Lots are for identification purposes only. They may not reveal the true condition of the Lot. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the Lot.

Lots are available for inspection prior to the Sale and it is for you to satisfy yourself as to each and every aspect of a Lot, including its condition, provenance, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the Hammer price). It is your responsibility to examine any Lot in which you are interested.

It should be remembered that the actual condition of a Lot may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and Lots may not be authentic or of satisfactory quality; the inside of a Lot may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many Lots they may have been damaged and/or repaired and you should not assume that a Lot is in good condition.

Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a Lot, you should consult someone who does to advise you. We can assist in advising you of the presence or absence of any restrictions or qualifications which may apply.

You should ask for detailed instructions and tests. Please ask our staff for details.

Any person who damages a Lot will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

The Catalogue contains an Entry about each Lot. Each Lot is sold by its respective Seller to the buyer(s) called by the Auctioneer. The Estimate of the Lot is as corresponding only with that part of the Entry which is printed in bold letters and (except for the colour, which may be inaccurate) reproduced together with any photographs in the Catalogue. The remainder of the Entry, which is not printed in bold letters, represents Bonhams’ opinion (given on behalf of the Seller) of the Lot only and is not part of the Contractual Description in accordance with which the Lot is sold by the Seller.

Estimates

In most cases, an Estimate is printed beside the Entry. Estimates are only an expression of Bonhams’ opinion made on behalf of the Seller of the range within which Bonhams thinks the Hammer Price for the Lot is likely to fall; it is not an estimate of value. It does not take into account any Tax or Buyer’s Premium payable. Lots can in fact sell for Hammer Prices below and above the Estimate. Any Estimate should not be relied on as an indication of the actual selling price or value of a Lot.

Estimates are in the currency of the Sale.

Condition reports

In respect of most Lots, you may ask for a Condition Report on its physical condition from Bonhams. If you do so, this will be provided by Bonhams on behalf of the Seller free of charge. Bonhams is not entering into a contract with you in respect of the Condition Report and accordingly does not assume responsibility to you in respect of it. Nor does the Seller owe or agree to owe to you as a Bidder any obligation or duty in respect of this free report about a Lot which is available for your own inspection or for inspection by an expert instructed by you. However, any written description of the physical condition of a Lot contained in a Condition Report will form part of the Contractual Description of the Lot under which it is sold to any Buyer.

The Seller’s responsibility to you

The Seller does not make or agree to make any representation of fact or contractual promise, guarantee or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual Buyer as set out above), in respect of the accuracy or completeness of any statements, representations or opinions given by Bonhams, or by any person on Bonhams’ behalf, whether in the Catalogue or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by Bonhams or on Bonhams’ behalf which is in any way descriptive of any Lot or to the anticipated or likely selling price of any Lot.

No statement or representation by Bonhams or on its behalf in any way descriptive of any Lot or any Estimate is incorporated into our Buyer’s Agreement.

Alterations

Descriptions and Estimates may be amended at Bonhams’ discretion from time to time by notice given orally or in writing before or during a Sale.

THE LOT IS AVAILABLE FOR INSPECTION AND YOU MUST MAKE YOUR OWN INSPECTION AND ESTIMATE RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY LOT OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE SALE.

4. CONDUCT OF THE SALE

Our Sales are public auctions which persons may attend and you should take the opportunity to do so.

We do reserve the right at our sole discretion to refuse admission to our premises or to any Sale without stating a reason. We have complete discretion as to whether the Sale proceeds, whether any Lot is included in the Sale, the manner in which the Sale is conducted and we may offer Lots for sale in any order we choose notwithstanding the numbers given in the Catalogue. You should therefore check the date and starting time of the Sale, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a Lot you are interested in is put up for sale.

We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any Lot, to combine two or more Lots, to withdraw any Lot from a Sale and, before the Sale has been closed, to put up any Lot for auction again.

Auction speeds can exceed 100 Lots to the hour and bidding increments are generally about 10%. However these do vary from Sale to Sale and from Auctioneer to Auctioneer. Please check with the department organising the Sale for advice on this.

Where a Reserve has been applied to a Lot, the Auctioneer may, in his absolute discretion, place bids (up to an amount not equaling or exceeding such Reserve) on behalf of the Seller, which are not responsible for the presence or absence of any Reserve in respect of any Lot.

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

The Buyer will be the Bidder who makes the highest bid acceptable to the Auctioneer for any Lot (subject to any applicable reserves) within the Lot. In the event of a tie, the Lot will be sold at the striking of the Auctioneer’s hammer. Any dispute as to the highest acceptable bid will be settled by the Auctioneer in his absolute discretion.

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

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

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

At some Sales, for example, jewellery Sales, we may use screens on which images of the Lots will be projected. This service is provided to assist viewing at the Sale. The image on the screen should be treated as an indication only of the current Lot. It should be noted that all bids tendered will relate to the actual Lot number announced by the Auctioneer.

We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

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

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

Bidding in person

You should come to our Bidder registration desk at the Sale venue and fill out a Bidders Registration Form on or, before possible, before the day of the Sale. The bidding number system is sometimes referred to as “paddle bidding”. You
will be issued with a large card (a “paddle”) with a printed number on it. This will be attributed to you for the purposes of the Sale. Should you be a successful Bidder you will need to ensure that your number can be clearly seen by the Auctioneer and that it is your number which is identified as the Buyer’s. You should not let anyone else use your paddle as all Lots will be invoiced to the name and address given on your Bidder Registration Form. Once an invoice is issued it will not be changed.

If there is any doubt as to the Hammer Price of, or whether you are the successful Buyer of, a particular Lot, you must draw this to the attention of the Auctioneer before the next Lot is offered for Sale. The decision of the Auctioneer is considered final and conclusive.

At the end of the Sale, or when you have finished bidding please return your paddle to the Bidder registration desk.

**Bidding by telephone**

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

**Bidding by post or fax**

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

**Bidding via the internet**

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

**Bidding through an agent**

Bids will be accepted as placed on behalf of the person named as the principal on the Bidding Form although we may refuse to accept bids from an agent on behalf of a principal and may require verification of the principal’s identity confirming the agent’s authority to bid. Nevertheless, as the Bidding Form explains, any person placing a bid as agent on behalf of another person in relation to any Lot, in fact or the identity of his principal will be jointly and severally liable with the principal to the Seller in relation to any Lot purchased.

Subject to the above, please let us know if you are acting on behalf of another person when bidding for Lots at the Sale. Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to an Absentee and Telephone Bidding Form. If you so request, please quote your paddle number and invoice number as the reference. Our Client Account details are as follows:

| Bank: HSBC | Address: Head Office |
| Account Name: Bonhams (Hong Kong) Limited | Client A/C |
| Account Number: 608 870 174001 | SWIFT Code: HSBCHKHHHKH |

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

Debit cards issued by a Hong Kong bank: there is no additional charge for purchases made with these cards; credit cards: American Express, Visa and MasterCard only.

Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek further authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

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

**10. COLLECTION AND STORAGE**

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

**11. SHIPPING**

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

**12. EXPORT/TRADE RESTRICTIONS**

It is your responsibility to obtain all Hong Kong export and overseas import regulations relating to your purchases and also to obtain any relevant export and/or import licences.

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

The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall be the exclusive responsibility of the Buyer and does not delay in making full payment for the Lot.

**13. CITES REGULATIONS**

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

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

**14. THE SELLERS AND/OR BONHAMS’ LIABILITY**

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error of description or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise.

In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an injury to person, for any contribution, or for a restitutionary remedy or otherwise, our and/or the Seller’s liability (combined, if both we and the Seller are liable) will be limited to the 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 claimed as due, and irrespective of whether the said loss or damage is claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty or otherwise.

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

15. DAMAGE AND RESTORATION

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

16. BOOKS

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

17. CLOCKS AND WATCHES

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

18. JEWELLERY

Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweler, in Bonhams’ opinion, but using stones or designs supplied by the client.

19. PICTURES

Explanation of Catalogue Terms

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

• "Jacopo Bassano": in our opinion a work by the artist. When the artist’s forename is known, a series of artist names, 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 certain than an authorship is expressed than in the preceding category;

• “Studio/Workshop of Jacopo Bassano”: in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist’s direction;

• “Circle of Jacopo Bassano”: in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;

• “Follower of Jacopo Bassano”: in our opinion a work by a painter working in the artist’s style, contemporary or nearly contemporary, but not necessarily his pupil;

• “Manner of Jacopo Bassano”: in our opinion a work in the style of the artist and of a later date;

• “After Jacopo Bassano”: in our opinion, a copy of a known work of the artist;

• “Signed and/or dated and/or inscribed”: in our opinion the signature and/or date and/or inscription are from the hand of the artist;

• “Bears a signature and/or date and/or inscription”: in our opinion the signature and/or date and/or inscription have been added by another hand.

20. PORCELAIN AND GLASS

Damage and Restoration

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

21. WINE

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

Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details. It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the Catalogue where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

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

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

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

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

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

Options to buy parcels

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

Bottling Details and Case Terms

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

• GO – Château bottled

• DS – Domaine bottled

• Estb – Estate bottled

• BB – Bordeaux bottled

• BE – Belgian bottled

• FB – French bottled

• GB – German bottled

• OB – Oporto bottled

• UK – United Kingdom bottled

• owc – original wooden case

• iwc – individual wooden case

• oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

• Subject to CITES regulations when exporting these items outside the EU, see clause 13.

• Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.

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

• Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.

• This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

22. LANGUAGE

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary). Subject to this, we will not disclose your data to any third party, but we may from time to time provide you with information about goods and services provided by third parties which we feel may be of interest to you. Any member of our group may use your data for similar purposes.
We will keep your data for a period of five years from the date of your last contact with us so as to simplify any future registration. The data may be transferred to and stored outside Hong Kong, and you agree to this transfer. You have the right to request access to your information for these purposes by contacting Bonhams (Hong Kong) Limited (for the purpose of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) is the data user) at Montpelier Galleries, Montpelier Street, London, SW1H 1EH, United Kingdom or by e-mail at client.services@bonhams.com.

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

1.1 These terms govern the Contract for Sale of the Lot by the Seller to the Buyer. Where words and phrases are used which are in the Lot of Definitions in it, they are printed in italics.

1.2 Seller sells the Lot as the principal to the Buyer, on the written offer of sale and a separate copy can also be provided by Bonhams on request.

1.3 Seller sells the Lot as the principal to the Buyer, such contract being made between the Seller and you through Bonhams which acts in the sole capacity as the Seller's agent and not as an additional principal.

2 SELLER'S UNDER Takings

2.1 The Seller undertakes to you that:

2.1.1 The Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;

2.1.2 save as disclosed in the Entry for the Lot in the Catalogue, the Seller sells the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot;

2.1.3 except where the Seller is as executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of signing on your behalf possession of the Lot;

2.1.4 the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and Taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past;

2.1.5 subject to any alterations expressly identified as such by the Seller or announcement or notice at the Sale venue or by the Notice to Bidders or by an insert in the Catalogue, the Lot corresponds with its description in the Catalogue and/or any insert in the Catalogue and/or notice or announcement of the Auctioneer and/with the Seller.

3 DESCRIPTIONS OF THE LOT

3.1 Paragraph 2.1.5 sets out what is the Contractual Description of the Lot. In particular, the Lot is not sold as corresponding with that printed in bold letters, which merely sets out (on the Seller’s behalf) Bonhams’ opinion about the Lot and which is not part of the Contractual Description upon which the Lot is sold. Any statement or representation other than that part of the Entry referred to in paragraph 2.1.5 (together with any express or implied warranty) is not part of the Contractual Description upon which the Lot is sold.

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

5 RISK, PROPERTY TITLE

Risk in the Lot passes to you when it is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot when it is knocked down to you.

6 PAYMENT

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

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

7 COLLECTION OF THE LOT

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

The Seller is entitled to withhold possession of any other Lot he has sold to you at the same time or at any other Sale and whether currently in your possession or not until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.

You will collect and remove the Lot at your own expense from Bonhams' custody and/or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.

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

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

8 FAILURE TO PAY FOR THE LOT

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

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

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

8.1.3 to retain possession of the Lot;

8.1.4 to remove and store the Lot at your expense;

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

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

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

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

8.1.9 to retain possession of and, on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply the proceeds of such sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
subject to the paragraphs 9.3 to 9.5 below, except so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.

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

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

THE SELLER’S LIABILITY

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

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

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

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

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

Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly) any person’s liability or excluding or restricting any person’s rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller’s negligence (or any person under the Seller’s control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Ordinance (Chapter 314 Laws of Hong Kong, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

MISCELLANEOUS

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

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

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

Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, seller will not be treated as having been received by the Seller at the address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

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

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

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

In the Contract for Sale “including” means “including, without limitation”.

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

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

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

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

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

APPENDIX 2

BUYER’S AGREEMENT

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

THE CONTRACT

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

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

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

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

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

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

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

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

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

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the Seller under the Contract for Sale in respect of the Lot.

PAYMENT
3.1.3 If the Lot is marked [AR], an
premises storage fees at our current daily rates (currently a minimum of HK$50 plus Tax per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.

3.5 We may deduct and retain for our own benefit any and all duties (including VAT), duties and/or taxes, fees and/or charges, and any costs and expenses (including court and legal costs) that may be incurred in relation to the标的物.

3.4 Unless otherwise stated in this agreement all charges due under the Storage Contract, all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

3.2 You must also pay us on demand any Expenses payable pursuant to this agreement.

3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.

3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.

COLLECTION OF THE LOT
4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a stamped, tax paid receipt, obtained from our cashier’s office.

4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified by 4.30pm on the seventh day after the Sale.

4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.

4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting as your agent and on your behalf, to enter into a contract (the “Storage Contract”) with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our expense, the storage conditions are as set out in our Notice to Bidders. From time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
8.1 Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we, at our absolute discretion, deal with the Lot in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests, without prejudice to the generality of the discretion and by way of example, we may:

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

7.1.11 to refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us and in future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.

7.2 You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer’s Premium (or where you have purchased more than one Lot pro-rata to the Buyer’s Premium on each Lot) and thirdly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us. If you do not collect the Lot before the date set out in the Notice to Bidders we may remove the Lot to another location, the details of which will usually be set out in the Notice to Bidders. If you have not paid for the Lot in accordance with paragraph 3, and the Lot is moved to any third party’s premises, the Lot will be held by such third party (strictly in bad faith) for our benefit and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

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

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

FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS
If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any other rights we may exercise on behalf of the Seller):

7.1.1 to terminate this agreement immediately for your breach of contract;

7.1.2 to retain possession of the Lot;

7.1.3 to remove, and/or store the Lot at your expense;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract;

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

7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or for sale) until all sums due to us have been paid in full;

7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;

7.1.10 on three months’ written notice to sell, without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed by you; and/or

7.3.1 to deliver the Lot to a person other than you; and/or

7.3.2 to commence proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or

7.3.3 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;
require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

The discretion referred to in paragraph 8.1:

may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

FORGERIES

We undertake a personal responsibility for any forgeries in accordance with the terms of this paragraph 9.

Paragraph 9 applies only if:

your name appears as the named person to whom the original invoice was made out by us in respect of the Lot and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a forgery, and in any event within one year after the Sale, that the Lot is a forgery; and

within one month after such notification has been given, you will return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a forgery and details of the Sale and Lot number sufficient to identify the Lot.

Paragraph 9 will not apply in respect of a forgery if:

the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or

it can be established that the Lot is a forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a forgery.

If we are satisfied that a Lot is a forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1)(b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the Purchase Price, Buyer’s Premium, Tax and Expenses paid by you in respect of the Lot.

The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.

Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

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GOVERNING LAW

Law

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

Language

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data obtained will be used to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary).

SAVE as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

Where this agreement confers an immunity from, and/or an exclusion or restriction of, the Buyer’s liability and/or that of Bonhams, it will also operate in favour and for the benefit of Bonhams’ holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to avail itself of the same relevant right at law.

The Buyer’s Agreement is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.
Subject to this, we will not disclose your data to any third party but we may provide such information, subject to your prior consent, to third parties which we feel may be of interest to you. Any member of our group may use your data for similar purposes.

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

You have the right to request us not to use your information for these purposes by contacting Bonhams (Hong Kong) Limited at Montpelier Galleries, Montpelier Street, London, SW1 HHH, United Kingdom (for which the purpose of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) is the data user) or by e-mail at client.services@bonhams.com.

APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

"Additional Premium" a premium, calculated in accordance with the Notice to Bidders, to cover Bonhams’ expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the Buyer to Bonhams on commission for a Hammer Price which is equal to or exceeds 1500 euros (converted into the currency of the contract entered into by the Seller and the Buyer). The Additional Premium is calculated as a percentage of the Hammer Price and charged by Bonhams in respect of the cataloguing of motor vehicles. A premium of 2% is charged on hammer prices in respect of all Lots, unless an exempt Lot is so indicated in the Notice to Bidders or the Hammer Price is less than 1000 euros (converted into the currency of the contract entered into by the Seller and the Buyer).

"Additional VAT" the sum of VAT due on the hammer price which together with the Buyer’s Premium (but excluding any VAT) equals or exceeds 1500 euros (converted into the currency of the contract entered into by the Seller and the Buyer).

"Auctioneer" the representative of Bonhams conducting the Sale.

"Bidder" a person who has completed a Bidding Form.

"Bidding Form" our Bidder Registration Form, our Absentee and Telephone Bidding Form.

"Bonhams" Bonhams (Hong Kong) Limited or its successors or assigns. Bonhams is also referred to in the Buyer’s Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "us" and "our".

"Book" a printed book offered for sale at a specialist book sale.

"Business" includes any trade, business and profession.

"Buyer" the person whose bid is accepted by Bonhams for a Lot if it is knocked down by the Auctioneer. The Buyer is also referred to in the Contract of Sale and the Buyer’s Agreement by the words “you” and “your”.

"Buyer’s Agreement" the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).

"Buyer’s Premium" the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.

"Catalogue" the catalogue relating to the relevant Sale, including any representation of the catalogue published on our Website.

"Commission" the commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form.

"Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.

"Consignment Fee" a fee payable to Bonhams by the Seller calculated in accordance with the Conditions of Business.

"Contract Form" the contract form, or vehicle entry form, as applicable, signed by or on behalf of the Seller listing theLots to be offered for sale by Bonhams.

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

"Contractual Descriptions" the only description of the Lot being that printed in the Catalogue or as a result of an electronic transfer of money, charges and expenses for insurance, catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights fees, taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for sale, storage charges, removal charges or costs of collection from the Seller’s agents or from a defaulting Buyer, plus Tax.

"Forgery" an intention by the maker or any other person to deceive as to the authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture 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 forged. (A Lot is not to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or marking repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the description of the Lot.

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

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

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

"Loss and Damage Warranty Fee" means the warranty described in paragraph 9.2.1 of the Conditions of Business.

"Lot" any item consigned to Bonhams with a view to its sale at auction or by private treaty (and reference to any Lot will in each case be a reference to a Lot of which the property is to pass, free of any encumbrance not disclosed or known to the Buyer before the contract is made and that the Buyer will enjoy quiet possession of the goods except so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

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

"Reserve" the amount Bonhams is prepared to pay for a Lot if it has been sold at the Notional Price.

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

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

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

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

"Reserve" the amount Bonhams is prepared to pay for a Lot if it has been sold at the Notional Price.

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

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

"Seller" the person who offers the Lot for sale named on the Contract Form. Where the person so named identifies on the Contract Form as acting as his agent, or where the person so named is referred to in the Contract of Sale by the words “he”, “his” or “his agents”, the Buyer shall be jointly and severally liable as such. The Seller is also referred to in the Notice to Bidders and the Consignment Fee as acting as his agent, or in the case of specialist Stamp Sales and/or specialist Book Sales, the seller of a Lot made up of Stamps or Stamps or a Book or Books as set out in the Buyer’s Agreement.

"Specialist Examination" any examination of a Lot by a specialist of Bonhams conducting the Sale.

"Stamp" any item consigned to Bonhams with a view to its sale at auction or by private treaty.

"Storage Contract" a contract made with a non-specialist member of Bonhams’ staff.

"Storage Fee" a fee payable by the Buyer to Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of sales of motor vehicles.

"New Bond Street" the form another person as acting as his agent, or where the person so named identifies on the Contract Form as acting as his agent, or where the person so named is referred to in the Contract of Sale by the words “he”, “his” or “his agents”, the Buyer shall be jointly and severally liable as such. The Seller is also referred to in the Notice to Bidders and the Consignment Fee as acting as his agent, or in the case of specialist Stamp Sales and/or specialist Book Sales, the seller of a Lot made up of Stamps or Stamps or a Book or Books as set out in the Buyer’s Agreement.

"Storage Fee" a fee payable by the Buyer to Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of sales of motor vehicles.

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"Service of Goods Bill of Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong)

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

Section 14 Implied undertakings as to title etc.

(1) In every contract of sale, other than one to which subsection (2) applies, there is-(a) an implied condition that the person to whom goods are sold has the right to sell the goods, and the person to whom the property is to pass, from any charge or encumbrance so disclosed or known to the buyer before the contract is made and that the buyer will enjoy quiet possession of the goods except so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

(2) In a contract of sale, in the case of which there appears from the contract or is to be inferred from the circumstances of the contract an intention that the seller should transfer only such title as he or a third person may have, there is-(a) an implied warranty that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made; and(b) an implied warranty that neither-(i) the seller; nor(ii) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person; nor(iii) any person claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made, will disturb the buyer’s quiet possession of the goods.
3. 拍品的說明及成交估計

拍賣品的合約說明

拍賣品內載有拍賣品的資料。資料僅按資料內以
物品所載的部份以及（除特殊外），該等顯示未
的說明和成交估計

拍賣品的說明及成交估計

拍賣品的合約說明

在全部情況下，成交估價將以資料及成交估計

成交估價

成交估價乃於拍賣會完成後約三星期內

邦瀚斯對拍賣品的描述

邦瀚斯對拍賣品的描述

販品的合約說明

拍賣品的買家

拍賣品的合約說明

邦瀚斯對拍賣品的描述

邦瀚斯對拍賣品的描述

販品的合約說明

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邦瀚斯對拍賣品的描述
第十條

9. 買家費用及買家須支付的其他收費

根據買家協議，買家須按照買家協議條款及下文所列的收費向本公司購買費用（買家費用）。該費用須按成交價計算，並為成交價以外的收費。買家亦須按照買家協議規定的支付期間及方式支付成交價或買家費用的開支。

買家須在本公司拍賣品的每件拍賣品按以下費

9. 買家費用及買家須支付的其他收費

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買家須在本公司拍賣品的每件拍賣品按以下費
16. 競投

如上所述，拍賣品乃以其「現狀」售予買家，附有以下拍賣品說明所列出的各種瑕疵、缺點及錯誤。然而，在買家簽署第11條所列之合約時，閣下應當明白，邦瀚斯有權在任何時候撤回、暫停或取消任何拍賣品，並無須對買家因此而招致的額外費用，邦瀚斯概不負責。

17. 鑽鍊

所有拍賣品均以拍賣時的「現況」出售；對於鑽鍊狀況並沒有提供任何指稱，亦不表示該拍賣品狀況良好、絕無瑕疵，或未曾維修、修復。大部分拍鍊均在其日常使用期內都曾維修、並裝有非原裝的配件。此外，邦瀚斯並不認可該拍鍊在正常運轉的狀態下，由於該拍鍊含有多於50個機械裝置，競投人應當認知該拍鍊或需要接受維修、更換電池或進行維修，以上全是買家的責任。競投人一旦競得該項拍鍊，即表示閣下認知上述所有情況。

18. 珠寶

紅寶石及翡翠

產自緬甸的紅寶石及翡翠或不能進口美國。非產自緬甸的紅寶石及翡翠在進口美國前需經由認證，買家有責任對付款取得所有相關及規定的進口文件。邦瀚斯未完成成功將該拍品運進美國，但不構成付款或取消買賣的理由。因有關事宜所招致的額外費用，邦瀚斯概不負責。

寶石

根據以往經驗，很多寶石都經過一些處理以便提升外觀。紅寶石及紅寶石類常會有修補處理以改變色澤及減除裂痕。為此緣故，鑒賞員會經常隨處或以下列的處理來進行相應的處理，其效果及對應的處理：紅寶石的處理一般在某些情況下，有時需要把寶石或小型寶石接受過該等處理而生成的跡象。任何處理 sixth年月需要不斷維護以保持其外觀。競投人應當清楚估計拍賣品的成交價，已假設邦瀚斯對寶石接受了該等處理。有鑒於鑒賞員可單獨作出更詳細的評估，但就某些寶石所接受的處理而言，不同寶石的所結論並不一致。當邦瀚斯已將其寶石或其它任何拍賣品的相關結論，此內容將於本圖錄後記載。因為根據內政部，邦瀚斯會盡力為某些寶石提供可認定所定之的結論，但要為每件拍賣品都按原樣提供相關證書。實務上並不可行。當若邦瀚斯並未列出此證書，競投人應當假設該等物品已經處理。邦瀚斯對免費按任何一方在任何時間發出的結論，即使買家取得不同意見的證書，也概不負責。

估價

如該寶石重量在本圖錄內文則以大寫字體顯示，說明該寶石經鑑定，並且是由邦瀚斯估價值的。如該寶石重量以「約」表示，以及並未以大寫字體顯示，表明該寶石已由我們根據其價值形式評估，所得重量只是我們所估的價值而已。此資料只作指引使用，競投人應當自行判別該資料的準確度。

署名

1. 鑽石標記，由巴薩諾製造

鑲製者的姓名或現在名稱稱之，邦瀚斯認為該物件由該鑲製者製造。

2. 鑽石標記，由巴薩諾製造

邦瀚斯認為有署名的該鉑金真品，但可能包含非鉑金的寶石或該鉑金物件的改動。

3. 鑽石標記，由巴薩諾製造

邦瀚斯認為物件由該珠寶商或寶石匠創作，但所用寶石或設計由客戶所提供。

19. 圖案

拍賣品圖案及說明

以下各圖案在本圖錄裡有所列之例外，但以銷售合約內拍賣品說明相關一部分條文為準。

【巴薩諾】：我們認為這是該藝術家的作品，倘若該藝術家的名字不詳，其姓氏後方附以星號，不論前面有沒有列出名字的首字母，表示我們意見的確切，而字面上乃從該藝術家的作品。見出乃是在該藝術家的作品；但其確定程度不如上一個類別那麼肯定。

【巴薩諾圈子】：我們認為這是與該藝術家關係密切的人物創作，但不一定是其弟子。

【巴薩諾鑽石】：我們認為這是該藝術家風格創作的作品，但其確定程度不如上一個類別那麼肯定；並且屬較後期的作品。

【巴薩諾鑽石】：我們認為這是該藝術家某知名畫作的複製作品。

【由……署名/及/註於日期及/及題詞】：我們認為署名/及/日期及/及題詞出自該藝術家的複製作品；並且屬較後期的作品。

【載有……的署名及/或日期及/或題詞】：我們認為署名及/或日期及/或題詞出自該藝術家的手稿，認為署名及/或日期及/或題詞出自該藝術家的手稿，管轄其是拍賣品並非按圖錄內資料當串沒有以粗體刊載。

20. 軟器及玻璃

損壞及修復

在本圖錄內，作為閣下指引。在切實可行的範圍內，我們將盡力說明清楚的瑕疵、裂痕及修復狀況。此等實際的損壞說明可能不作為確定依據，而且提供狀況報告後，我們保證拍賣品不存在其他沒有提及的瑕疵。競投人應當按照適當的估計拍賣品的成價，已假設邦瀚斯對拍品接受了該等處理。有鑒於鑒賞員可单独作出更詳細的評估，但就某一寶石所接受的處理而言，不同寶石的結論並不一致。當邦瀚斯已將其寶石或其它任何拍賣品的相關結論，此內容將於本圖錄後記載。因為根據內政部，邦瀚斯會盡力為某些寶石提供可認定所定之的結論，但要為每一件拍賣品都按原樣提供相關證書。實務上並不可行。當若邦瀚斯並未列出此證書，競投人應當假設該等物品已經處理。邦瀚斯對免費按任何一方在任何時間發出的結論，即使買家取得不同意見的證書，也概不負責。

15. 細酒

凡在本公司駐外拍攝場的以及價隨繳納增值稅的拍賣品，或不能立刻領取。

16. 葡萄酒

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

我們一般不會在拍賣會後或開標後的葡萄酒，超過20年的酒通常已經開箱，缺損水平及外觀如有需要會在本圖錄內說明。

酒塞及酒標

缺損指缺塞及酒標或酒標的空隙，波爾多酒瓶的缺損水平在酒標下面才會注意到。對於蝴蝶塞，阿爾薩斯、德國及法國的酒瓶，則要大於4厘米（公分）。可接受的限量水平會隨着酒塞年齡增加，一般的可接受水平如下：

15 年以下－酒瓶頂部（hs）或最多 5 厘米
15-30 年－瓶肩頂部（ts）或最多 5 厘米
30 年以上－瓶肩高處（hs）或最多 6 厘米

請注意：缺損水平在本圖錄發布至拍賣會舉行期間或有所改變，而且酒塞或在運輸過程中出現問題。本圖錄發行時，我們對該狀況說明或出承擔責任，而於拍賣之前所出現的損毁及修復，不論在圖錄發行之前或之後，我們概不負責。

批貨購買的選擇

批貨拍賣品乃在某一指定批次，包含同款葡萄酒，相同瓶數、相同瓶款及相同拍賣的拍品。批貨拍賣品中任何一批次的買家，可選擇以平均價錢購買該批貨拍品中其部分或全部的拍品，雖然該選擇權最終由拍賣當事人親自行使。因此，競投批貨

17. 競投

所有拍賣品均以拍賣時的「現況」出售；對於鑽鍊狀況並沒有提供任何指稱，亦不表示該拍賣品狀況良好、絕無瑕疵，或未曾維修、修復。大部分拍鍊均在其日常使用期內都曾維修、並裝有非原裝的配件。此外，邦瀚斯並不認可該拍鍊在正常運轉的狀態下，由於該拍鍊含有多於50個機械裝置，競投人應當認知該拍鍊或需要接受維修、更換電池或進行維修，以上全是買家的責任。競投人一旦競得該項拍鍊，即表示閣下認知上述所有情況。

18. 珠寶

紅寶石及翡翠

產自緬甸的紅寶石及翡翠或不能進口美國。非產自緬甸的紅寶石及翡翠在進口美國前需經由認證，買家有責任對付款取得所有相關及規定的進口文件。邦瀚斯未完成成功將該拍品運進美國，但不構成付款或取消買賣的理由。因有關事宜所招致的額外費用，邦瀚斯概不負責。

寶石

根據以往經驗，很多寶石都經過一些處理以便提升外觀。紅寶石及紅寶石類常會有修補處理以改變色澤及減除裂痕。為此緣故，鑒賞員會經常隨處或以下列的處理來進行相應的處理，其效果及對應的處理：紅寶石的處理一般在某些情況下，有時需要把寶石或小型寶石接受過該等處理而生成的跡象。任何處理第六年月需要不斷維護以保持其外觀。競投人應當清楚估計拍賣品的成交價，已假設邦瀚斯對寶石接受了該等處理。有鑒於鑒賞員可單獨作出更詳細的評估，但就某些寶石所接受的處理而言，不同寶石的所結論並不一致。當邦瀚斯已將其寶石或其它任何拍賣品的相關結論，此內容將於本圖錄後記載。因為根據內政部，邦瀚斯會盡力為某些寶石提供可認定所定之的結論，但要為每件拍賣品都按原樣提供相關證書。實務上並不可行。當若邦瀚斯並未列出此證書，競投人應當假設該等物品已經處理。邦瀚斯對免費按任何一方在任何時間發出的結論，即使買家取得不同意見的證書，也概不負責。

估價

如該寶石重量在本圖錄內文則以大寫字體顯示，明

邦瀚斯認為有署名的該鉑金真品，但可能包含非鉑金的寶石或該鉑金物件的改動。

邦瀚斯認為物件由該珠寶商或寶石匠創作，但所用寶石或設計由客戶所提供。

邦瀚斯認為物件由該珠寶商或寶石匠創作，但所用寶石或設計由客戶所提供。

邦瀚斯認為物件由該珠寶商或寶石匠創作，但所用寶石或設計由客戶所提供。
公司強烈建議閣下於購買拍賣品前詳查拍賣品，及/或尋求對拍賣品進行獨立的鑑證。

1 合約
1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。
1.2 圖錄及附錄所載之說明及口頭已納入本銷售合約，邦瀚斯可無需提供獨立的版本。本說明內容的取錄及用詞在本合約內有以斜體刊載。
1.3 賣家為銷售合約的出賣人，拍賣品，及於拍賣會的通告或圖錄的插頁說明，則就本協議而言，邦瀚斯為賣家。
1.4 拍賣人就閣下之出價落槌即表示成交時，本合約即告成立。

2 賣家的承諾
2.1.5 除任何於拍賣會場地以公佈或通告，或以競投人的承諾
2.1.5 除任何於拍賣會場地以公佈或通告，或以競投人的承諾
2.2 在除在圖錄內列有拍賣品的資料有披露以外；賣家的拍賣品現有或應享有所有的權
2.2 在除在圖錄內列有拍賣品的資料有披露以外；賣家的拍賣品現有或應享有所有的權
2.3 除非楹家為現時執行人，受託人，清盤
2.3 除非楹家為現時執行人，受託人，清盤
2.4 閣家已從屬任何與拍賣品進口出口有關的所有
2.4 閣家已從屬任何與拍賣品進口出口有關的所有
2.5 除任何於拍賣會場地以公佈或通告，或以競投人的承諾
2.5 除任何於拍賣會場地以公佈或通告，或以競投人的承諾
3 拍賣品的說明
3.1 第2.1.5段載述之說明的合約說明，尤其
3.1 第2.1.5段載述之說明的合約說明，尤其
3.2 除第2.1.5段的規定，對於可能由賣家或
3.2 除第2.1.5段的規定，對於可能由賣家或
4 對用途的適合程度及令人滿意的品質
4.1 賣家無需同意拍賣品的令其滿意品質
4.1 賣家無需同意拍賣品的令其滿意品質
4.2 對於拍賣品的令人滿意品質或就其任何用途的
4.2 對於拍賣品的令人滿意品質或就其任何用途的
5 風險、產權及所有
5.1 由拍家於拍賣會場地得出得標品起，拍賣
5.1 由拍家於拍賣會場地得出得標品起，拍賣
6 付款
6.1 在拍家於拍賣會場地得標品起，閣下
6.1 在拍家於拍賣會場地得標品起，閣下
8.1 保留賣家於該拍賣品或任何其他財產或以私人
8.1 保留賣家於該拍賣品或任何其他財產或以私人
9 賣家的責任
9.1 在拍買人落槌表示拍賣品成交後，買家不
9.1 在拍買人落槌表示拍賣品成交後，買家不
8.1.5 就買家於銷售合約所欠的任何款項及或達成
8.1.5 就買家於銷售合約所欠的任何款項及或達成
8.1.6 在任何合約付款時或(於便於合約或定約
8.1.6 在任何合約付款時或(於便於合約或定約
8.1.10 就拍賣品的管有權，以取得拍賣品或其
8.1.10 就拍賣品的管有權，以取得拍賣品或其
8.1.1 使買家或其受僱人或代理於正常
8.1.1 使買家或其受僱人或代理於正常
10.1  閣下不得轉讓銷售合約的利益或須承擔的責任。

10.2  銷售合約內「包括」一詞指「包括,但不限於」。

10.3  任何貢獻或取得及/或任何法律上的有關利益及受讓人亦可享有同樣的法律上的有關利益。

10.4  本公司作業為你的代理,無須就賣家之任何違約或其他失責而對閣下負責,邦瀚斯作為事主出售拍賣品除外。

10.5  本合約內所指標的填寫,由本公司補充以獨立的版本,於賣品內所收購的填寫,認可,或在本合約內以書面形式通知或更改地址)。通知或發出人須有責任確保其經數可並可於任何適用期間內收到。(注:以書面形式通知)

10.6  銷售合約內所指標明為方便參考而設,概不影響合約的詮釋。

10.7  銷售合約內所用標價僅為方便參考而設,概不影響合約的詮釋。

10.8  銷售合約內「包括」一詞指「包括,但不限於」。

10.9  單詞或數字包括數詞數詞(反之亦然),任何一個語的詞包括其他語。

10.10 凡提及某第幾段,即為銷售合約內該編號的段落。

10.11 除第10.12段有明確定義外,銷售合約的概無,賦予(或表示授予)非銷售合約前的任何人,或出售合約的條款所賦予的利益或強制推行該等條款的權利。

10.12  銷售合約內所指標的填寫,由本公司補充以書面形式通知或更改地址)。通知或發出人須有責任確保其經數可並可於任何適用期間內收到。(注:以書面形式通知)

11  買家協議

11.1  合約

11.2  買家協議

11.3  除此類合約規定外,銷售合約概無

11.4  閣下須遵守第9段的條款就任何膺品承擔的責任。

11.5  本公司作業為你的代理,無須就賣家之任何違約或其他失責而對閣下負責,邦瀚斯作為事主出售拍賣品除外。

11.6  本公司會按照第11段所指標的填寫,由本公司補充以獨立的版本,於賣品內所收購的填寫,認可,或在本合約內以書面形式通知或更改地址)。通知或發出人須有責任確保其經數可並可於任何適用期間內收到。(注:以書面形式通知)
4.7  閣下須全面負責領取拍賣品時的包裝、處理及交付，並確保閣下負責任何與拍賣品有關的
所有進出口規定。

4.8  倘閣下未有按照第4.2段提走拍賣品，閣下
須全面負責本公司涉及的任何搬運、儲存
或其它收費（包括機場公司的目前收費率）及
任何開支（包括根據存底合約的任何收費）。
所有此等款項須於本公司要求時由閣下支
付，並無條件於，閣下於閣下提供領取
拍賣品前支付。

5  拍賣品儲存

5.1  本公司同意把拍賣品儲存，直至閣下提取拍
賣品或直至競投人通告指定的時間及日期(或
若無指定日期，則為拍賣會後第七日午
夜四時十分前)為止，並在第6及第10段規
限下，作為受託保管人而就拍賣品的損壞或
損失或毁壞向閣下負責(儘管在支付買價前，
拍賣品仍未為閣下的財物)。若閣下於競投人
通告所規定的時間及日期(或若無指定日期，
則為拍賣會後第七日午夜四時十分前)前未
提走拍賣品，本公司於合理時間前將拍
賣品遷往另一地點，有關詳情通常會載於競投
人通告內。倘若閣下未有按第3段就拍賣品付款，
而拍賣品被移送至任何第三者物業，則該第三者
會嚴格地以邦瀚斯為貨主而持有拍賣品，而本公
司將保留拍賣品留置權，直至已按照第3段向本
公司支付所有款項為止。

6  對拍賣品的責任

6.1  待閣下向本公司支付買價後，拍賣品的所有
權方會移交閣下。然而，根據銷售合約，拍
賣品的風險則由閣下投得拍賣品之時起由閣
下承擔。

6.2  閣下應於拍賣會後盡快為拍賣品投買保險。

7  未能付款或提取拍賣品及部份付款

7.1  倘若應付予本公司的所有款項未有於其到期
支付時全數支付，及/或未有按照本協議提
取拍賣品，則本公司可行使以下一項或多項
權利（在不損害本公司可以代賣家行使的任
何權利下），而無須另行通知閣下：

7.1.1  因閣下違反合約而即時終止本協議；

7.1.2  保留拍賣品的管有權；

7.1.3  遷移及/或儲存拍賣品，費用由閣下承
擔；

7.1.4  就閣下所欠的任何款項（包括買價）及/或
違約的損害賠償，向閣下採取法律程序；

7.1.5  就任何應付款項（於頒布判決或命令之前及
之後）收取由應支付款項日期起至實際付款
日期止的利息，按渣打銀行(香港)有限公司不時的
基本借貸利率加5
厘的年利率每日計息；

7.1.6  取回並未成為閣下財產的拍賣品(或其任何
部份)管有權，就此而言，閣下謹此授予本
公司不可撤銷特許，準許本公司或其受僱人
或代理人於正常營業時間進入閣下所有或任
何物業（不論是否連同汽車），以取得拍賣品
（或其任何部份）的管有權；

7.1.7  在給予閣下三個月書面通知後，知會閣下本
公司的被售賣套件，於收到時，以拍賣，私人洽約或任
何其它方式按市場底價出售拍賣品

7.1.8  保留由本公司因任何目的（包括但不限
於本公司代賣家出售的貨品）而管有的閣下任何財產的管有權，直
至已按照第3段向本公司支付所有款項為止；

7.1.9  以本公司因任何目的而收到的閣下開支，無
論閣下於何時收到，或用作支付或部份支付閣下於本協議
應支付予本公司的任何款項為止；

7.1.10  在任何情況下，倘本公司就拍賣品，或任
11.9 單數詞語包括眾數詞語(反之亦然),任何

11.3 倘本協議任何一方,因在其合理控制範圍以

11.2 倘若本公司未能或延遲強制執行或行使任何

閣下宜購買保險以保障閣下的損失。

公司及承讓公司,以及邦瀚斯及該等公司的

314章佔用人法律責任條例,本公司須負責

11一般事項

11.1 閣下不得轉讓本協議的利益或須承擔的責

11.2 銷售公司未能或延遲強行執行或以任何

則訂明的費率計算。

「買家協議」

「業務」

書籍。

「競投人通告」

「拍賣會」

「拍賣品」

「競投人」

「標準查驗」

「附錄三」

「釋義及詞彙」
票。

「標準查驗」由非專家的邦瀚斯職員對拍賣品進行目視查驗。

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

「儲存承辦商」於圖錄指明的公司。

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

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

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

「網站」網址為www.bonhams.com的邦瀚斯網站。

「撤銷通知」賣家向邦瀚斯發出的書面通知，以撤銷由邦瀚斯出售拍賣品的指示。

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

詞彙

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

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

「受託保管人」貨品所交託的人士。

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

「互爭權利訴訟」由法院裁定拍賣品擁有權誰屬的訴訟。

「投得」拍賣品售予一名競投人之時，於拍賣會上以落槌表示。

「留置權」管有拍賣品的人士保留其管有權的權利。

「風險」拍賣品遺失、損壞、損毀、被竊，或狀況或價值惡化的可能性。

「所有權」拍賣品擁有權的法律及衡平法上的權利。

「侵權法」對他人犯下法律上的過失，而犯過者對該人士負有謹慎責任。

香港法例第26章貨品售賣條例

以下為香港法例第26章貨品售賣條例的摘錄：

「第14條有關所有權等的隱含責任承擔」

(1) 除第(2)款適用的售賣合約外，每份售賣合約均有

(a) 一項賣方須符合的隱含條件：如該合約是一宗售賣，他有權售賣有關貨品，如該合約是一項售賣協議，則他在貨品產權轉移時，將有權售賣該貨品；及

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

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

(a) 一項隱含的保證條款：賣方所知不為賣方所知的所有押記或產權負擔，在合約訂立前已向賣方披露，及
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U.S.A
+1 42 7468 8360
Madalina Lazan
+1 212 644 9108

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+44 20 7468 8235

Aboriginal Art
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U.S.A
Fredric Backlar
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U.S.A
Peter Scott
+1 415 503 3326

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U.S.A
Desa Goddess
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HONG KONG
+852 3607 0010
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Jeremy Goldsmith
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Catherine Williamson
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U.S.A
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+1 415 503 3313

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+44 20 7468 8314

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+1 131 240 2296

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U.S.A
Doug Davidson
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HONG KONG
Daniel Lam
+852 3607 0004
Registration and Bidding Form
(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

Table:

<table>
<thead>
<tr>
<th>Paddle number (for office use only)</th>
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This sale will be conducted in accordance with Bonhams’ Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams’ liability to bidders and buyers.

**Data protection – use of your information**

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, Suite 2001, One Pacific Place, 88 Queensway, Hong Kong or by e-mail from hongkong@bonhams.com.

**Credit and Debit Card Payments**

There is no surcharge for payments made by debit cards issued by a Hong Kong bank. All other debit cards, CUP cards and all credit cards are subject to a 2% surcharge on the total invoice price.

**Notice to Bidders.**

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

**If successful**

If I will collect the purchases myself

Please contact me with a shipping quote (if applicable)

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

<table>
<thead>
<tr>
<th>Sale title: Fine Chinese Paintings and Southeast Asian Art</th>
<th>Sale date: 29 May 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sale no. 23345</td>
<td>Sale venue: Hong Kong</td>
</tr>
</tbody>
</table>

If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

**General Bid Increments HK$:**

- $10,000 - 20,000........... by 1,000s
- $20,000 - 50,000........... by 2,000 / 5,000 / 8,000s
- $50,000 - 100,000......... by 5,000s
- $100,000 - 200,000........ by 10,000s

$200,000 - 500,000........ by 20,000 / 50,000 / 80,000s

$500,000 - 1,000,000........ by 50,000s

$1,000,000 - 2,000,000........ by 100,000s

above $2,000,000........ at the auctioneer’s discretion

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

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

**Customer Number**

**Title**

**First Name**

**Last Name**

**Company name (to be invoiced if applicable)**

**Address**

**City**

**County / State**

**Post / Zip code**

**Country**

**Telephone mobile**

**Telephone daytime**

**Telephone evening**

**Fax**

**Preferred number(s) in order for Telephone Bidding (inc. country code)**

**E-mail (in capitals)**

**By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.**

I am registering to bid as a private buyer

I am registering to bid as a trade buyer

Please tick if you have registered with us before

**Important**

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

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

Your signature: Date:

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

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

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

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

Bonhams (Hong Kong) Limited. Suite 2001, One Pacific Place, 88 Queensway, Hong Kong. Company Number 1426522.
### 登記及競投表格

**邦瀚斯**
（出席者 / 書面競投 / 網上 / 電話競投）請選擇競投方法

<table>
<thead>
<tr>
<th>號牌 (僅供本公司填寫)</th>
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</thead>
</table>

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

### 資料保護

閣下資料的使用
在本公司獲得任何有關閣下的個人資料時，本公司只會根據本公司的「私隱政策」條款使用閣下的資料（以閣下披露資料時給予本公司的任何額外特定同意為準）。閣下可透過本公司網站（www.bonhams.com）、郵寄香港金鐘道88號太古廣場二座1122室客戶服務部或電郵至hongkong@bonhams.com索取「私隱政策」的副本。

### 信用卡及扣賬卡付款

如閣下透過香港銀行簽發的扣賬卡付款，本公司將不會徵收附加費。如閣下以其他扣賬卡、銀聯卡及所有信用卡付款，本公司將徵收總發票金額的2%作為附加費。

### 競投者須知

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

### 如成功競投拍賣品

本人將自行提取貨品
請向本人提供運輸報價 (如適用)

### 重要提示

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

### 如進行付款的戶口持有人名稱

進行付款的戶口持有人名稱必須與發票及「拍賣登記表格」上所列的名稱相同。

請將填妥的「拍賣登記表格」及所需資料電郵或傳真至香港金鐘道88號太古廣場二座1122室客戶服務部 電話: +852 2918 4321 傳真: +852 2918 4320 info.hk@bonhams.com

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HK/08/15