

IMPERIAL SPLENDOUR

Thursday 3 December 2015



Bonhams

HONG KONG







IMPERIAL SPLENDOUR

Thursday 3 December 2015 at 10.30am
Bonhams Hong Kong Gallery
Suite 2001, One Pacific Place,
Hong Kong

2015年12月3日星期四上午十點半
香港邦瀚斯藝術廊
金鐘太古廣場一期2001室

VIEWING

香港 **HONG KONG**

Sunday 29 November 12pm - 7pm
Monday 30 November 10am - 7pm
Tuesday 1 December 10am - 7pm
Wednesday 2 December 10am - 7pm

PREVIEWS

上海 **SHANGHAI**

16-18 October

The Bund Classic
No.1 Waitanyuan
Zhongshandongyi Road
尊馳盛匯
上海市外灘源1號

北京 **BEIJING**

24-25 October

China World Summit Wing
6/F, Function Room SW61
No. 1 Jianguomenwai Avenue
國貿大酒店 (國貿三期)
六樓, 群賢廳61
中國北京建國門外大街1號

台北 **TAIPEI**

31 October - 1 November

Fubon International
Convention Center
Basement 2nd Floor
No. 108, Sec. 1, Dunhua S.Rd.
Songshan District
富邦國際會議中心
地下二樓
台灣台北市敦化南路1段108號

新加坡 **SINGAPORE**

7-8 November

Grand Hyatt Singapore
Level 2, Grand Salon
10 Scotts Road
新加坡君悅酒店
二樓, Grand Salon
新加坡史各士路10號

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IMPERIAL SPLENDOUR

Lots 50 - 68

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SALE NUMBER

23440

We would like to thank
Rubie Fong for her contribution
in preparation of this catalogue
and Nathan Brown for the
design.

PAYMENT

For an overview of the payment
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ILLUSTRATIONS

Front, back, inside front and
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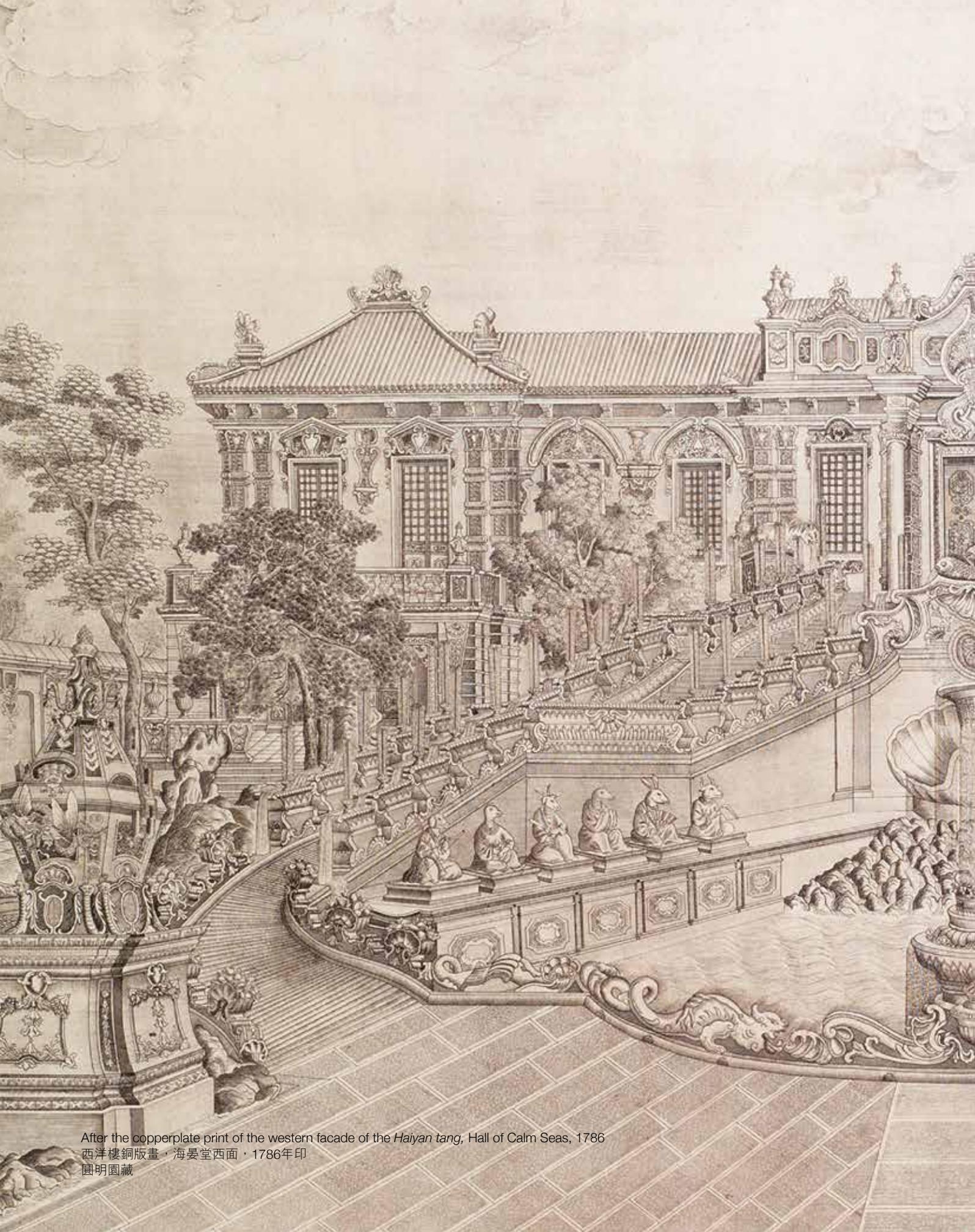
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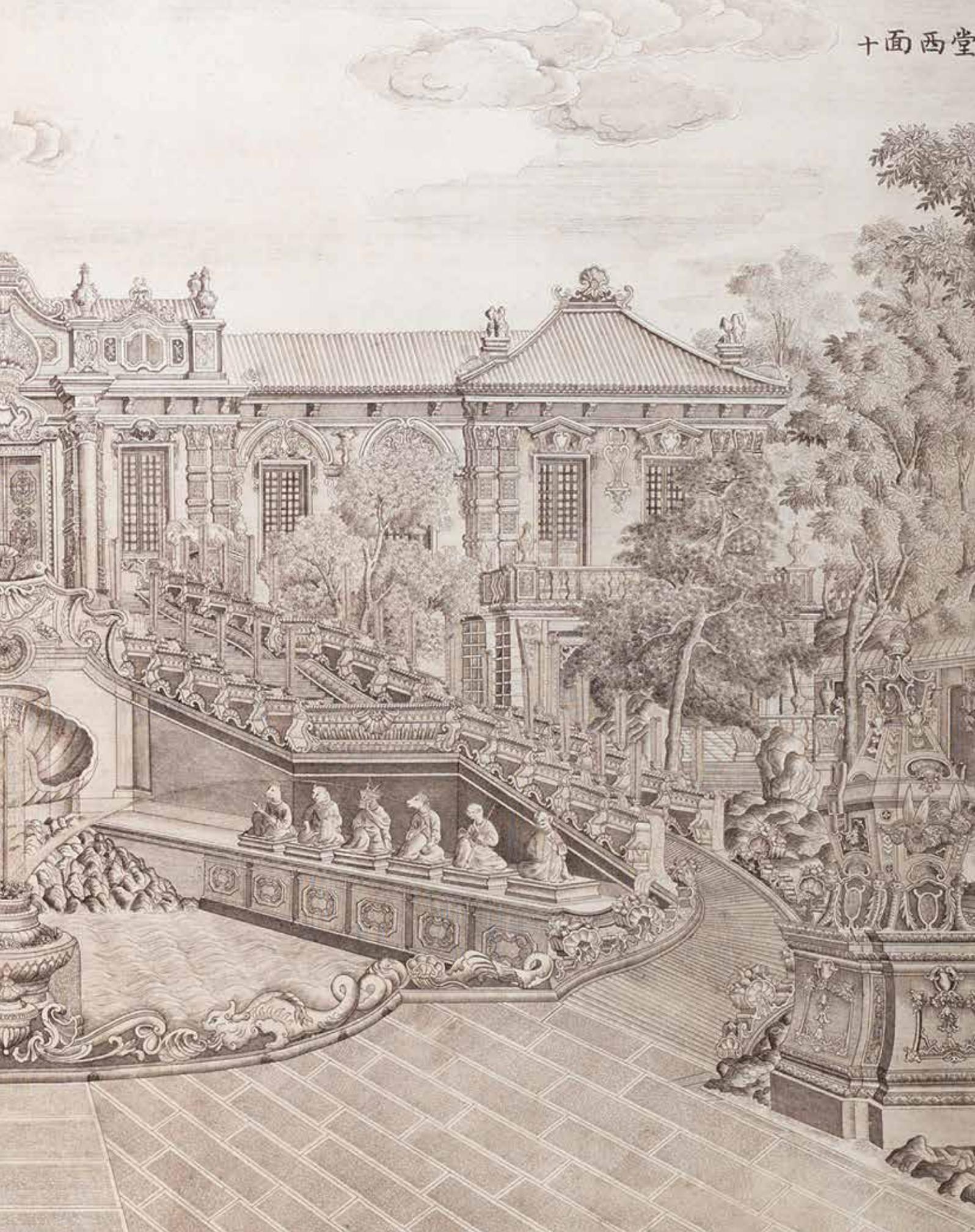
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After the copperplate print of the western facade of the *Haiyan tang*, Hall of Calm Seas, 1786
西洋樓銅版畫·海晏堂西面·1786年印
圓明園藏



50^w

A PAIR OF MASSIVE IMPERIAL ZITAN RECTANGULAR PANELS

Mid-Qing Dynasty

Each towering panel lavishly decorated in high relief with circular cartouches above larger rectangular ones, each enclosing intricately carved various antiques, including several archaic bronze vessels, incense burners, hand scrolls, brushpots, *ruyi* sceptres, inkstones, carvings and other scholarly objects, all set within a continuous meander of Rococo-style acanthus leaves borne on leafy tendrils with seashells, intertwined around a geometric scroll lattice bordered by later *jichimu* frames.

Each: 164cm (64 1/2in) long x 84cm (33in) wide (2).

HK\$6,000,000 - 8,000,000

US\$770,000 - 1,000,000

清中期 紫檀雕西番蓮紋博古圖大屏一對

Provenance 來源:

Marcel Proust (1871–1922), and thence by descent, by repute

傳由法國作家馬塞爾·普魯斯特（1871-1922）收藏，後由家族繼承

Valentin Louis Georges Eugène Marcel Proust (1871-1922) was a renowned French novelist, author of the famous seven-volume novel *À la recherche du temps perdu*, written between 1913 and 1927, based on Proust's personal life told from a psychological and allegorical point of view. He is considered by many to be one of the greatest authors of all time. Proust's father, Adrien Achille Proust (1834-1903), was a prominent pathologist and epidemiologist, dedicated to the research and study of the cholera disease. It is known that Proust senior dedicated his life to this medical field and travelled extensively to Asia. For his services and exceptional contribution to the understanding of how to control cholera, he was conferred the distinction of Commandeur de la Légion d'honneur in 1892.

馬塞爾·普魯斯特是法國著名的意識流作家，其代表作《追憶逝水年華》全文共計七卷，是全世界最長的小說。作品結合作家親身經歷，細膩刻畫了十九世紀末至二十世紀初法國上流社會和文人雅士的心理活動，開創「意識流」小說之先河。馬塞爾的父親阿希爾是知名的傳染病學家，專研對霍亂疾病的治療。在他服役期間曾多次造訪亞洲，並對控制及治療霍亂做出重大貢獻，並榮獲法國榮譽軍團勳章。







Zitan was exceptionally prized in China, particularly by the imperial court during the Ming and Qing dynasties. By the early Qing dynasty, *zitan* was very expensive, as supply had dwindled dramatically from excessive lumbering activities throughout the preceding Ming period. As *zitan* trees require centuries to fully mature into usable material, stockpiled wood from the Ming dynasty and imported supplies from the South Pacific islands were used to manufacture many pieces.

During the Qing dynasty, the production of palace furniture was commissioned and carefully monitored by the Ministry of Internal Affairs, *Zaobanchu* 造辦處. Records such as the *Neiwufu Zaobanchu huojidang* reveal that the court issued instructions for the search and purchase of *zitan* and other valuable timber from private hands as imported supplies were low during the 18th century; see Guo Fuxiang, *The Art of Furniture-Making in Imperial China, 2nd Century BC - 18th Century*, Barcelona, 2006, pp.111 and 113.

The present pair of panels, with elegantly scrolling acanthus leaves and seashells, continues the tradition of adapting European Rococo-style motifs and aesthetics showing three-dimensional form and space, which flourished under the Yongzheng and Qianlong reigns. In Chinese, such décor was coined *Xiyang huawen*, or 'Western decorative pattern', and reflected the fascination and taste for the style and splendour of Western aesthetics. From the 17th century, the Qing court became increasingly open to accommodate Western innovations, culture and influences. Starting from the Yongzheng period and up to the Daoguang period, there was a rise in popularity for the construction of European-style architecture in China, with the Western palaces in the vast Imperial Summer Palace complex, *Yuanmingyuan*, north of Beijing, being the finest of such examples. Furnishings for the interiors of these palaces were made with corresponding European influences in order to suit and match the magnificently elaborate and luxurious Western-style architecture. *Zitan* examples tended to be of the most exceptional quality, with craftsmen exercising their full talent of skill and creativity to create masterful works of art, as demonstrated in this lot.

Shells, with their delicate interlacing of natural curves were quintessential to French Rococo-style. The word rococo, derives from the French word *Rocaille* and denotes the shell-like delicate scroll motifs used. This in particular, captivated the Chinese emperors, as shown in imperial architecture and furniture suffused with shell motifs including: the Hall of Calm Seas, *haiyan tang*, in the *Yuanmingyuan*; see a copperplate print, 1786, illustrated in *Yuan Ming Yuan, Qing Emperor's Splendid Gardens*, Taipei, 2013, pp.258-259, no.V-10; and a *zitan* armchair with a back ending in a large shell-form head rest, in the Qing Court collection, illustrated in *The Complete Collection of Treasures of the Palace Museum: Furniture of the Ming and Qing Dynasties (II)*, Hong Kong, 2002, pl.39.

The opulent and complex three-dimensional decoration of these panels, with both carved and applied elements, is a powerful example of the level of technical skill and ingenuity furniture makers of the Qing period possessed. The carving of these pair of *zitan* panels are refined, fluid and especially deep. Furthermore, by carving out the motifs against a reserved ground, the background areas have been carefully finished and superbly polished to ensure an even surface without a trace of tool marks.

In continuation of the Yongzheng and Qianlong emperors advocacy of tradition and innovation, as often seen in other mediums such as imperial porcelain and jade carving, master furniture craftsmen combined European-styles with the Chinese traditional repertoire, as seen in the carved 'antiques' and mythical beasts. Compare an eight-panelled *zitan* door frame, with similarly carved 'antiques', in the Palace Museum, Beijing, illustrated in *Architecture and Decoration of the Forbidden City: Classics of the Forbidden City*, Beijing, 2013, pp.148-151, no.129. The stylised dragons that form the round cartouches on the current panels are also reminiscent of those found on Ming dynasty furniture, such as those forming the brackets of a square table, dated 1550-1600, in the Victoria and Albert Museum, London, illustrated by C.Clunus, *Chinese Furniture*, Hong Kong, 1988, pp.57-59, no.47. The bold decoration of such Chinese motifs juxtaposes with the elegant European Rococo decorative elements, resulting in a unique and striking blend of styles. This convergence of Eastern and Western iconography conveys the dynamic cross-cultural exchange of the Qing period.

Compare the panels on the doors of a tall compound cabinet in the Palace of Double Brilliance, *Chonghua gong*, with similarly ornate but shallower carvings of a round cartouche above a rectangular cartouche surrounded by leafy scrolls, illustrated in *The Complete Collection of Treasures of the Palace Museum: Furniture of the Ming and Qing Dynasties (II)*, Hong Kong, 2002, pl.260; see also a *zitan* display cabinet embedded with birch wood, with two bottom door panels with similarly carved peonies within Rococo-style acanthus leaf scrolls issuing from cornucopias, in the Palace Museum, Beijing, illustrated in *Eternal Knowledge: Imperial Books, Art Works and Culture of the Qing*, Macao, 2007, p.463, no.149.

A pair of *zitan* chairs with related Rococo-style decoration including shells and acanthus leaves, Qianlong, was sold at Christie's Hong Kong, 3 December 2008, lot 2503.



Chong Hua Gong, Forbidden City;
image courtesy of the Palace Museum, Beijing
重華宮西次間家具陳設
北京故宮博物院藏

屏心為紫檀木製，後配雞翅木框，尺寸碩大。每屏屏心分別雕上、下一圓及一方形開光，開光外滿工西番蓮卷草紋，紋飾帶有西洋式巴洛克風格，圓形開光由夔龍組成，屏心下部為長方形開光，四面開光內均雕博古圖，琴棋書畫、筆墨寶硯、文房四寶、金石古玉、香爐花器，一應俱有。雕工精湛，細緻驚人，嘆為觀止。

紫檀木料極其珍貴，雖然明代開始為宮廷所用，但後因宮中木料匱乏，便遣使於東南亞尋找紫檀原料存於宮中以供後日使用。至清朝時，宮中所使用紫檀原料皆為前朝所取。清代宮廷家具的設計和生產一般都需要按照皇帝的要求製作，整個過程都有內務府及造辦處協調完成。從《內務府造辦處活計檔》中的記錄也可知，清廷對猶如紫檀這樣珍貴木料的控制也非常嚴格。即使內務府順應旨意不斷向民間徵收上等紫檀木料，但宮中紫檀木料至十八世紀已經開始匱乏，見郭福祥，《The Art of Furniture-Making in Imperial China, 2nd Century BC - 18th Century》，巴塞羅那，2006年，頁111及113。

此對屏上所雕西番蓮卷草紋以及貝殼紋飾帶有濃厚的西洋風格，這種風格在雍正至乾隆年間清宮家具中已經十分流行。自十七世紀開始至道光時期，清代統治者逐漸對西洋文化產生興趣，並在清宮建築及藝術裝飾上得以體現，其中以圓明園最為聞名，而當時園內所陳設的家具及藝術品，亦有明顯的西洋風格。當時宮廷的木匠大多來自廣東和蘇州，他們進入造辦處後不斷將各地家具工藝融會貫通，形成了「京作」。此對屏之雕工融合不同風格，而當時製作所耗之工、之料、之料不可估量。

貝類紋飾多見於法國洛可可風格裝飾藝術之上，清朝統治者亦將其借用於皇家宮殿之上。如在圓明園海晏堂的建築上即可見到很多貝類裝飾，見一幅1786年印海晏樓銅版畫，著錄於《圓明園：大清皇帝最美的夢》，台北，2013年，頁258-259，圖V-10；另見故宮博物院藏一件清乾隆紫檀西洋花紋扶手椅，其靠背上亦雕有貝類紋飾，參看《故宮博物院文物珍品全集：明清家具（下）》，香港，2002年，圖39。

清式家具的工藝和風格可算是在雍正、乾隆兩朝奠定。社會整體的審美觀從崇尚簡潔演變為追求華麗繁縟，加上當時西洋工藝傳入中國，所生產出的家具都有明顯的時代風格。本拍品有著承先啟後、仿古創新及具備東西文化的特色，就像在官窯瓷器和玉雕上看到的風格一樣。北京故宮博物院藏一重華宮紫檀屏風八扇，所飾的博古紋與本對屏風可作對比，見《故宮建築內檐裝修》，北京，2013年，頁148-151，編號129。另外，本對屏風上所飾之開光龍紋也具有明代遺風，可對比倫敦維多利亞及阿伯特博物館藏一桌，定為1550-1600年，見C.Clunus，《Chinese Furniture》，香港，1988年，頁57-59，編號47。

紫禁城重華宮西次間家具陳設裏北牆靠牆有一紫檀雕花頂豎櫃，其紋飾與本拍品可資對比，唯重華宮之例雕刻較為淺，見《故宮博物院藏文物珍品全集：明清家具（下）》，香港，2002年，圖版260；也參考北京故宮博物院藏一件清中期紫檀嵌樺木櫃格，下部對開兩門的門心正中所雕的折枝牡丹紋與本拍品相似，同樣也是在周圍雕西洋巴洛克花紋，見《永樂文淵－清代宮廷典籍文化藝術特展》，澳門，2007年，頁463，編號149。

另參考一對清乾隆紫檀椅子，也飾有西洋巴洛克風格卷草紋，售於香港佳士得，2008年12月3日，編號2503。



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A GILT-BRONZE AND CLOISSONNÉ ENAMEL ELEPHANT

18th/19th century

Beautifully cast standing with its head turned right, the white body fastened with brightly enamelled trappings and a saddle cloth, decorated on each side with a beribboned chime above rockwork and cresting waves, with a saddle and a tall tapered double-gourd vase on the animal's back, the vase with a ribbon tied at the waist, decorated with leafy stylised lotus between bands of *ruyi*-heads.

30.8cm (12 1/8in) high

HK\$80,000 - 120,000

US\$10,000 - 15,000

十八十九世紀 銅胎掐絲琺瑯太平有象

Compare a pair of gilt-bronze and cloisonné enamel elephants also with double-gourd vases, illustrated by H.Brinker and A.Lutz, *Chinese Cloisonné: The Pierre Uldry Collection*, New York, 1989, no.332. See also, a pair of cloisonné enamel white elephants each with a faceted *daji* double-gourd vase, Qianlong, illustrated in *The Prime Cultural Relics Collected by Shenyang Imperial Palace Museum. The Enamel Volume*, Shenyang, 2007, pp.96-97, no.7.

The elephant in China is one of the seven Buddhist Sacred Treasures and symbolises peace. The combination of an elephant 象 *xiang* and a vase 瓶 *ping*, is a reference to 'peaceful times' 太平有象 *taiping youxiang*, making pairs of elephants carrying vases, an important part of the imperial throne regalia, as can be seen for example in the 太和殿 *Taihe Dian*, Hall of Supreme Harmony and the 養心殿 *Yangxin Dian*, Hall of Mental Cultivation; see Wan-go Weng and Yang Boda, *The Palace Museum Peking: Treasures of the Forbidden City*, London, 1982, pp.44-45 and 64-65. See also the powerful symbolism as demonstrated in a detail from the imperial court painting 'Ten Thousand Envoys Come to Pay Tribute', 1761, showing a tribute of an elephant carrying a vase, illustrated in C.Ho and B.Bronson, *Splendors of China's Forbidden City: The Glorious Reign of the Emperor Qianlong*, London, 2004, pl.82.

可參考瑞典收藏家皮埃爾·尤爾德理收藏一對銅胎掐絲琺瑯象馱寶瓶，現藏於蘇黎世雷特伯格博物館，著錄於H.Brinker and A.Lutz，《Chinese Cloisonné: The Pierre Uldry Collection》，蘇黎士，1985年，編號332。另見瀋陽故宮博物院藏一對清乾隆掐絲琺瑯象馱寶瓶，著錄於《瀋陽故宮博物院藏文物精粹：琺瑯卷》，瀋陽，2007年，頁96-97，編號7。

A RARE PAIR OF GILT-BRONZE AND CLOISSONÉ ENAMEL HORSES

18th century

Each enamelled in white with black spots over the entire body, encircled by a tasselled trapping suspending bells, the back draped with a colourful saddle and saddle blanket in blue, yellow and red enamels, the head with a blue bridle, gilt wire reins, and a loose bell beneath the neck.

Each 10.5cm (4 1/8in) high (2).

HK\$100,000 - 150,000

US\$13,000 - 19,000

十八世紀 銅胎掐絲琺瑯小馬一對

Cloisonné enamel works of art flourished during the Qing dynasty, with a wide variety of different shapes, sizes and decoration attesting to the high level of artistic creativity and technological prowess craftsmen possessed. Fantastic figures of animals, both real and mythological, were realised and rendered in colourful and superbly modelled forms, often forming a menagerie for decorating sumptuous residences and palaces.

While animal figures of various types of birds, elephants, *qilin* and Buddhist lions are more typical, cloisonné enamel horses are rare. Horses feature prominently throughout Chinese history and are symbolic of a multitude of auspicious and powerful meanings. Since its domestication in North Eastern China around five thousand years ago, horses were an integral part of military and trade efforts. Military might was measured by the number of horsemen and war chariots, as mobility was an important strategic advantage. Horses were also essential for the transportation of goods and supplies, connecting the Chinese empire with lands further West. Horses were also associated with nobility and academic pursuits, and were often used as symbols of the scholar as shown in paintings.

Compare an almost identical pair of cloisonné enamel horses, formerly in the collection of Henry M.Knight, illustrated in Bluett and Sons Ltd., *Chinese Decorative Arts*, London, 1974, fig.77. A related rare pair of famille verte models of horses, Kangxi, was sold in our London rooms, 17 May 2012, lot 374.

清早中期開始，宮廷琺瑯器以動物形象造型的像生器開始增多，除傳統的甬端、獅子、仙鶴、馬匹、公雞之外，還有仿古式樣的鳧、瑞獸、犀、天雞等等。對比著名收藏家Henry M.Knight舊藏一對掐絲琺瑯立馬，與本拍品器形及大小幾乎一致，著錄於Bluett and Sons Ltd.，《Chinese Decorative Arts》，1974年，圖77。倫敦邦瀚斯曾售出一對清康熙五彩馬，其形制可作參考，2012年5月17日，編號374。





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**A RARE IMPERIAL CHAMPLEVÉ AND CLOISSONNÉ ENAMEL
GILT-BRONZE ARCHAISTIC THREE-PIECE ALTAR SET**

Qianlong

The tripod incense burner, *ding*, raised on three bulbous feet, each issuing from the jaw of a *qilin*, elaborately decorated in champlevé around the globular body, with bands of archaic scrolls above a band of pendent leaves and below a band of gilt archaistic dragons in relief at the mouth rim, the shoulders flanked by a pair of curved handles rising from upturned mythical beast heads, the pierced cover decorated in cloisonné enamel with stylised lotus sprays surmounted with a reticulated knob of floral sprays; together with a pair of *gu* vases, each with a compressed globular mid-section decorated with colourful archaic scrolls, rising to a wide flaring neck, cast with four vertical rows of notched flanges within concentric slender leaf lappets and key-fret bands in vivid yellow, dark blue, pink and turquoise enamels, with a circular cover with four apertures on a ground of leafy floral motifs.

Ding with cover: 27cm (10 5/8in) high;

each gu: 25.7cm (10 1/8in) high (4).

HK\$240,000 - 300,000

US\$31,000 - 39,000

清乾隆 銅鑲金鑿胎瑯瑯貢器一組（鼎式爐一件、花瓶一對）



Image courtesy of the Palace Museum, Beijing
北京故宮博物院藏

Champlevé enamel and cloisonné enamel are two separate techniques that are used for applying enamel on metal objects. In the former, hollows or grooves are created in the surface of the object and are then infilled with enamel paste. For the latter, enamel is infilled in areas partitioned by soldered wires. The rare combination of these two techniques used on a single piece, such as on the present tripod incense burner, would have been expensive and challenging to produce.

This type of creative ingenuity of combining different techniques and the successful execution of this, reflects the manner in which the arts flourished under the Qianlong emperor's reign during the 18th century. The present garniture is a particularly fine example of the depth of the enamels and the solidity of construction, characteristic of 18th century imperial wares.

Compare a similar cloisonné enamel incense burner and cover, mid-Qing dynasty, illustrated in *Compendium of Collections in the Palace Museum: Enamels 3*, Beijing, 2011, pl.171. See also a related gilt-decorated cloisonné and champlevé enamel ritual vessel, *jià*, Qianlong, illustrated in *Views of Antiquity in the Qing Imperial Palace. Special Catalogue to Celebrate the 80th Anniversary of the Establishment of the Palace Museum*, Macao, 2005, pl.25.

A related rare imperial champlevé and gilt-bronze archaistic vase, *hu*, Qianlong, sold at Christie's Hong Kong, 29 May 2013, lot 2068. A single similar cloisonné and champlevé enamel tripod incense burner and cover, 18th century, sold in our London rooms, 12 May 2011, lot 439.

鑿胎琺瑯又稱內填琺瑯，其工藝與掐絲琺瑯稍有不同。前者主要是使用鑿刻、敲壓等技法製作紋樣，再於紋飾下凹處施琺瑯，後者使用起線掐絲製作紋樣。此組貢器集兩種工藝於一身，其藝術成就更為難得。

北京故宮博物院藏一件清中期的掐絲琺瑯獸面紋朝冠耳熏爐，其造型和紋飾與本器幾乎相同，參見《故宮博物院藏品大系：琺瑯器篇3》，北京及安徽，2011年，頁206，編號171；故宮另藏一清乾隆掐絲琺瑯做古饕餮紋出戟罇，其裝飾手法可資比較，見《邃古來今：慶祝故宮博物院建院八十周年清宮故宮文物精品特集》，澳門，2005年，頁104-105，編號25。另見香港佳士得售出一例清乾隆鑿胎琺瑯壺，2013年5月29日，編號2068。倫敦邦瀚斯曾售出一件十八世紀之鑿胎琺瑯鼎式爐，2011年5月12日，編號439。

A RARE GILT-BRONZE AND CLOISSONNÉ ENAMEL RIBBED INCENSE BURNER

Late Ming Dynasty

The cylindrical body supported on three cabriole feet, the exterior decorated with seven horizontal bands of prunus and *ruyi*-head leafy scrolls between raised ribs, all enamelled in vivid tones of white, yellow, red, blue and green against a rich turquoise ground.

9cm (3 1/2in) high

HK\$320,000 - 400,000

US\$41,000 - 52,000

明晚期 銅胎掐絲琺瑯奩式爐

The form of the present lot derives from gilt-bronze tripod circular incense burners of the Eastern Han period. An example of one such early piece is in the Palace Museum, Beijing, illustrated in *Wenwu mingjia daijiangtang. Zhongguo qingtongqi*, Beijing, 2008, p.274. These prototypes were the source of inspiration for many later periods and appear in a wide range of different mediums; see for example an earthenware incense burner applied with green glaze, Tang dynasty, illustrated by J.Ayers, *Far Eastern Ceramics in the Victoria and Albert Museum*, London, 1980, no.51. In the National Palace Museum, Taipei, there are several porcelain examples of tripod incense burners with very similar narrow concentric bands forming ribs, Xuande, illustrated by Liao Baoxiu, *Dianya fuli - gugong cangci*, Taipei, 2013, pp.41 and 137, pls.5, 6 and 30.

Compare the narrow bands of *ruyi*-shaped motifs on scrolling vines, with the similarly rendered motifs on a cloisonné enamel box and cover, Wanli mark and period, and on the foot of a cloisonné enamel box and cover, late Ming dynasty, illustrated in *Compendium of Collections in the Palace Museum: Enamels 1*, Beijing, 2011, pls.106 and 157. This form and related style continued onto the Qianlong period as demonstrated in the cloisonné enamel tripod censer, Qianlong mark and period, sold at Christie's London, 6 November 2012, lot 46.

本器器型源自東漢時期的銅鑲金三足爐，可參考北京故宮博物院藏一件東漢時期建武二十一年鑲金斛，見《文物名家大講堂：中國青銅器》，北京，2008年，頁274。此造型深刻影響往後朝代，後來的風格都有其傳承遺跡，見倫敦維多利亞及阿伯特博物館藏一唐代綠釉爐(編號86-1950)，著錄於J.Ayers，《Eastern Ceramics. Victoria and Albert Museum》，倫敦，1980年，編號51。

此造型更多見於瓷器例子上，可參見台北國立故宮博物院藏三件明宣德瓷爐包括一件紫紅釉弦紋三足爐、青花纏枝蓮弦紋三足爐及無款孔雀綠釉弦紋三足爐，著錄於廖寶秀，《典雅富麗－故宮藏瓷》，台北，2013年，頁41及137，圖版5、6及30；另見倫敦大英博物館藏一明萬曆三足爐，同樣也飾弦紋，見J.Harrison-Hall，《Ming Ceramics》，倫敦，2001年，頁336，編號II:158。

本器上所飾的如意花卉紋可與北京故宮博物館藏一明萬曆蓋盒以及另一件明晚期掐絲琺瑯山水人物紋圓盒上足部的紋飾作比較，見《故宮博物院藏品大系：琺瑯器編1》，北京及安徽，2011年，頁288-289，圖版106及157。此器形於乾隆一朝亦有沿襲，見倫敦佳士得售出一例，2012年11月6日，編號46。



A RARE IMPERIAL GILT-BRONZE AND CLOISSONNÉ ENAMEL INCENSE BURNER AND A COVER

The incense burner Wanli six-character mark and of the period, the cover 18th century

The body of compressed globular form, decorated with four dragons amidst meandering lotus scrolls, above a slightly domed foot with lotus lappets, rising to a short neck with a key-fret band on the pronounced mouth rim, the shoulders flanked by a pair of 'C'-shaped dragon handles, the base with a six-character mark; the later cover with gilt-bronze pierced meandering lotus scrolls above the rim and on the finial, decorated on the sides with circular cartouches enclosing the Buddhist wheel-of-fire interspersed with scrolls.

24.5cm (9 5/8in) wide (2).

HK\$320,000 - 400,000

US\$41,000 - 52,000

明萬曆 銅胎掐絲琺瑯雲龍紋香爐（蓋十八世紀）
「大明萬曆年造」楷書款

The present incense burner belongs to a selected group of imperial wares, each with a *Da Ming Wanli Nian Zao* mark. These marks are very consistent and are executed in cloisonné enamel, with the six-characters arranged in two parallel columns infilled with red enamel, enclosed within a rectangular frame and surrounded by a band of cloud or *ruyi*-head motifs.

There are several cloisonné enamel incense burners with the same Wanli reign mark and of the period, from the Qing Court collection, including a compressed globular incense burner with upright handles and elephant-head feet, and another rectangular incense burner and cover, with the Eight Buddhist Emblems on a white ground, illustrated in *Compendium of Collections in the Palace Museum: Enamels 1*, Beijing, 2011, pls.100-101.

A related cloisonné enamel tripod incense burner, *ding*, Wanli mark and period, was sold in our London rooms, 10 July 2006, lot 45.

此器具有明顯的明萬曆時代特徵。萬曆年間，掐絲琺瑯的工藝漸漸演變為以淺淡釉色為地為主，並擅長運用紅、藍、白、黃、綠等顏色為裝飾紋飾的色釉，形成鮮明的對比。從紋飾上也開始從單線勾勒的纏枝花卉主題漸漸發展成以龍鳳、海馬、瑞獸等吉祥長壽的圖案為主，題材更為廣泛。

本器另一值得留意的是其年代款識。萬曆時期大多在器物底部的中心處以彩釉組成長方形如意雲頭紋一周，填紅釉「大明萬曆年造」六字楷書款或「萬曆年造」四字款，與本拍品如出一轍，而這種裝飾手法並未見於其他朝代上。更多有關萬曆時期掐絲琺瑯的工藝，請詳閱B.Quette「The Emergence of Cloisonné Enamels in China」一文，著錄於《Cloisonné. Chinese Enamels from the Yuan, Ming, and Qing Dynasty》，2011年，紐約，頁44至45。

北京故宮博物院藏兩件明萬曆時期的掐絲琺瑯爐可資參考，見《故宮博物院藏品大系：琺瑯器編1》，北京及安徽，2011年，頁204-207，圖版100及101。另見倫敦邦瀚斯售出一例，2006年7月10日，編號45。





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A PAIR OF GILT-BRONZE AND CLOISSONÉ ENAMEL COCKERELS

19th century

Each bird modelled with head turned towards each other and mounted on a circular base, standing alert with short gilt-bronze naturalistically detailed scaly feet and claws, the head crowned with a prominent red comb and with a pointed black beak, with striking yellow feathers all over the body, wings, and tail, amidst the coffee-coloured ground.

Each 23cm (9in) high (2).

HK\$150,000 - 180,000

US\$19,000 - 23,000

十九世紀 銅胎掐絲琺瑯公雞一對

Figures of animals, including various birds, were made in cloisonné enamel during the 18th and 19th centuries. They resulted in a menagerie, made for the decoration of residences of the elite and for imperial palaces. As with most Chinese art, specific animals were chosen to be replicated in various media, including cloisonné enamel, for their auspicious meaning and symbolism.

The cockerel or rooster is one of the twelve Chinese animals of the zodiac. It is also a symbol for attaining high official rank. Its comb is often regarded as a crown, 雞冠, *jiguan*, and is a pun for 'official', 官 *guan*. The cockerel is also associated with the five virtues due to its appearance and behaviour: civil culture for wearing a 'crown' likened to that of the headgear of one in civil service; martial qualities because its powerful spurs; courage for confronting its enemies; benevolence for protecting its hens; and trustworthiness due to the accuracy of its crowing at dawn.

A pair of cloisonné enamel figures of cockerels, enamelled predominantly in red, Qianlong, is illustrated in *Colorful, Elegant and Exquisite. A Special Exhibition of Imperial Enamel Ware from Mr. Robert Chang's Collection*, Suzhou, Shanghai, 2007, pp.42-43.

Cloisonné enamel cockerels were also frequently made as incense burners. See a cloisonné enamel cockerel incense burner, from the Musée des Arts Décoratifs, Paris, illustrated by B.Quette, *Cloisonné. Chinese Enamels from the Yuan, Ming and Qing Dynasties*, New York, 2011, p.280, no.111.

Compare a related but very large pair of bronze and cloisonné enamel roosters on stands, 19th century, sold at Christie's Hong Kong, 3 June 2015, lot 3273.

清中期十八到十九世紀時，掐絲琺瑯的工藝已到登峰造極的境界，所用題材亦非常廣泛，其中動物為常見題材之一。本拍品以公雞為主題，乃中國傳統吉祥圖案，雞冠的冠與官同音，寓意步步高升，連連升級。

參考其他掐絲琺瑯雞的例子，包括張宗憲先生收藏一對清乾隆御製掐絲琺瑯公雞，見《絢麗.華麗.至尊 - 香港張宗憲先生珍藏御製宮廷掐絲琺瑯器特展》，蘇州，2007年，頁42-43；也見David David-Weill捐贈予巴黎裝飾藝術博物館的一件掐絲琺瑯公雞香爐，著錄於B.Quette，《Cloisonné. Chinese Enamels from the Yuan, Ming and Qing Dynasties》，紐約，2011年，頁280，編號111；香港佳士得曾售出一對十九世紀掐絲琺瑯公雞，但尺寸較大，2015年6月3日，編號3273。

A PAIR OF GILT-BRONZE AND CLOISSONNÉ ENAMEL ELEPHANTS

Mid-Qing Dynasty

Each modelled standing with head turned to one side, the white body with gilt spots and a tasselled saddle cloth decorated with leafy stylised lotuses and fastened with colourfully enamelled trappings, the back with a saddle surmounted by an archaic *gu*-shaped vase, decorated with a band of flowers between upright leaves and lotus lappets, in various bright tones of white, yellow, blue, red and green on a rich turquoise ground.

Each 32.5cm (13 3/4in) high (2).

HK\$230,000 - 280,000

US\$30,000 - 36,000

清中期 銅胎掐絲琺瑯太平有象一對

During the Qing dynasty, it was customary to have elephants carrying vases with offerings on their backs during imperial processions for celebrating the emperor's birthday. The word elephant is a pun for 'sign', 象 *xiang*, and when combined with a vase, 瓶 *ping*, it forms the rebus 太平有象 *taiping youxiang*, which translates to 'when there is peace, there are signs'.

The auspicious imagery of an elephant carrying a vase was therefore very popular at court and used widely as a decorative motif in various mediums. For a number of examples of cloisonné enamel elephants carrying various types of vases, mid-Qing dynasty, see *Compendium of Collections in the Palace Museum: Enamels 4*, Beijing, 2011, pls.84-86. See also footnote to **Lot 51** in this sale.

See a pair of white cloisonné enamel elephants with gilt wires instead of spots, with *zun*-shaped vases flanked by foreigners, sold at Christie's New York, 24 March 2011, lot 1614. Compare also with another pair of cloisonné enamel elephants with tall *zun*-shaped vases with elephant handles, Qianlong/Jiaqing, sold at Sotheby's Paris, 12 June 2008, lot 375.

象馱寶瓶為宮廷常見之陳設器，亦常見於重大慶典中。象乃太平盛世的象徵，而象馱寶瓶有「太平有象」的吉祥寓意，因此為常用題材之一。

北京故宮博物院藏更多象馱寶瓶例子可資參考，見《故宮博物院藏品大系：琺瑯器編4》，北京及安徽，2011年，頁132-135，圖版84-86。另見本圖錄中**51**號拍品。

更多相關例子可對比一對以白色琺瑯為地的掐絲琺瑯太平有象，售於紐約佳士得，2011年3月24日，編號1614；另見一對清乾隆/嘉慶時期的太平有象，售於巴黎蘇富比，2008年12月，編號375。







58

**A RARE AND LARGE IMPERIAL ARCHAISTIC GILT-BRONZE
AND CLOISONNÉ ENAMEL VASE, ZUN**

Qianlong

Of globular form with high shoulders rising to a flaring neck and lipped rim, the body decorated with alternating large *taotie* masks above *ruyi*-heads amidst dense dark blue geometric and archaic *kui* dragon scrolls, repeated in smaller size at the neck, with bands of linked *ruyi*-heads at the shoulder and below the mouth rim, the lower body above the base with a band of larger *ruyi*-heads enclosing alternating yellow and red lotus blooms borne on leafy tendrils, all on a rich turquoise ground.

54cm (21 1/4in) high

HK\$900,000 - 1,200,000

US\$120,000 - 150,000

清乾隆 銅胎掐絲琺瑯仿古饕餮紋大尊





Image courtesy of the Palace Museum, Beijing
北京故宮博物院藏

The present vase is very rare for its unusually large proportions, which allowed the master craftsman to demonstrate his skills on a significant scale. It is therefore likely that this vase was a special commission for the imperial court.

The decoration incorporating superbly rendered *taotie* masks and *kui* dragon archaistic scrolls, is inspired by archaic bronzes of the Shang dynasty. This is consistent with the Qianlong emperor's fascination and admiration for archaic and ancient objects. The emperor proposed to 'restore ancient ways', referring to the view of ancient culture as having intrinsic qualities of sincerity, simplicity and happy exuberance. For this purpose he instructed the court to collect drawings of antiquities, such as the *Xiqing Gujian* ('Catalogue of Xiqing Antiquities'), which were in turn provided to the craftsmen for inspiration; see Chang Li-tuan, *The Refined Taste of the Emperor: Special Exhibition of Archaic and Pictorial Jades of the Ch'ing Court*, Taipei, 1997, pp.49-50.

The advocated archaism was adapted to Qing dynasty aesthetic sensibilities, in form and design, to suit the more opulent aesthetic favoured by the Qianlong emperor. The present lot is a remarkable example of how archaic designs were creatively rendered in different ways yet still reflects echoes of 'ancient' style. This is demonstrated in the reinterpretation of the *taotie* masks with pronounced eyes set at right angled corners, situated above *ruyi*-head motifs. The incorporation of non-archaic motifs on the same object, such as the lotus flowers within *ruyi*-head borders and meanders of leafy stems, also brought a more lavish visual appeal, which combined with the considerable proportions of the present vase, resulted in an outstanding accomplishment.

Compare a cloisonné enamel *zun* with very similar alternating *taotie* masks, mid-Qing dynasty, illustrated in *Compendium of Collections in the Palace Museum: Enamels 3*, Beijing, 2011, pl.81. See also another example with comparable interlinked *ruyi*-head decoration illustrated by H.Brinker and A.Lutz, *Chinese Cloisonné: The Pierre Uldry Collection*, New York, 1989, no.228. See also a related archaistic cloisonné enamel vase, Qianlong, from the Brooklyn Museum, New York, illustrated in B.Quette, ed., *Cloisonné: Chinese Enamels from the Yuan, Ming, and Qing Dynasties*, New York, 2011, p.92, fig.5.20.

For other cloisonné enamel *zun* vases of very similar shape, compare a slightly larger vase decorated with bats and peaches, and another smaller *zun* with leafy lotus sprays, mid-Qing dynasty, illustrated in *Compendium of Collections in the Palace Museum: Enamels 3*, Beijing, 2011, pls.79 and 80.

尊圓形，唇口，豐肩，口沿下及肩部飾如意雲頭紋一組。頸部及器身飾仿古饕餮夔龍紋，器身近足處以綠瑤瑯為地色，飾纏枝蓮紋。器底為凹，以掐絲瑤瑯飾冰裂紋。

乾隆皇帝在藝術上主張仿古之風，極其重視宮中所藏商周清宮彝器，並對前朝特別是明代景泰年間所作銅套掐絲瑤瑯器尤為欣賞，並特意下旨命造辦處照《西清古鑑》仿之。此尊仿漢代青銅饕餮紋尊，結合乾隆時期掐絲瑤瑯工藝，融合如意雲頭及纏枝蓮花等新元素，凸顯乾隆一朝宮廷掐絲瑤瑯慕古創新之風。見北京故宮博物院藏一件清乾隆掐絲瑤瑯獸面紋出戟壺，《故宮博物院藏品大系：瑤瑯器編3》，北京，2011年，圖81。與此尊類似的如意雲頭紋，見瑞士皮埃爾·尤爾德理舊藏，《Chinese Cloisonné: The Pierre Uldry Collection》，紐約，1989年，圖228。紐約布魯克林博物館藏一件乾隆仿古尊，可資比較，B.Quette編，《Cloisonné. Chinese Enamels from the Yuan, Ming, and Qing Dynasties》，紐約，2011年，頁92，圖5.20。

此尊體型碩大，其尺寸和北京故宮博物院藏另一件清中期銅胎掐絲瑤瑯壽桃大尊基本一致，見《故宮博物院藏品大系：瑤瑯器編3》，北京，2011年，圖79及80。





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A CLOISSONNÉ ENAMEL BEAKER VASE, GU

Late Ming Dynasty

Rising from a spreading foot towards a compressed ovoid mid-section and ending with a trumpet-shaped neck, decorated on the exterior with evenly-spread red, yellow, white and blue lotus blooms on leafy tendrils, the flaring mouth rim similarly decorated in two registers on the interior, all reserved on a vivid turquoise ground.

29.5cm (11 5/8in) high

HK\$70,000 - 80,000

US\$9,000 - 10,000

明晚期 掐絲琺瑯花觚

Compare with a late Ming dynasty gilt-bronze and cloisonné enamel *gu* of similar form and proportions with a tall base, decorated with a lotus spray design, illustrated in *Compendium of Collections in the Palace Museum: Enamels 1*, Beijing, 2011, pl.127. The present *gu* vase is unusual for the single colour used to decorate each lotus blossom, thus achieving a striking visual effect.

北京故宮博物院藏一件明晚期的掐絲琺瑯觚可資參考，見《故宮博物院藏品大系：琺瑯器編1》，北京及安徽，2011年，圖版127。



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A SMALL GILT-BRONZE AND CLOISSONNÉ ENAMEL TRIPOD DRUM-SHAPED INCENSE BURNER

18th century

Of compressed globular form with beading above the base, raised on three cabriole feet each issuing from cloud sprays in relief, the body decorated with evenly spaced auspicious Buddhist emblems above stylised lotus blossoms and leafy sprays in bright red, white, yellow, purple and green enamels on a dark blue ground.

9cm (3 1/2in) diam.

HK\$120,000 - 150,000

US\$15,000 - 19,000

十八世紀 銅胎掐絲琺瑯三足爐

The present lot is finely enamelled with six of the Eight Buddhist Emblems appropriate for an incense burner. In form and in the blue background, it is inspired by the Ming dynasty cloisonné enamel vessels; see a cloisonné enamel tripod incense burner and a blue-ground cloisonné enamel *touhu* vase, both early Ming dynasty, illustrated by B.Quette, ed., *Cloisonné. Chinese enamels from the Yuan, Ming, and Qing Dynasties*, New York, 2001, pls.14 and 20.

本器飾有八吉祥紋中的其中六寶,包括白蓋代表遍覆三千淨一切樂;法螺代表菩薩果妙音吉祥;法輪代表佛說大法圓轉萬劫不息;寶罐代表福智圓滿、具完無漏;蓮花代表出五濁世無所染;及寶傘代表張弛自如、曲覆眾生。其深藍色之地色為模仿明代掐絲琺瑯而作,見明早期銅胎掐絲琺瑯投壺,著錄於B.Quette,《Cloisonné. Chinese enamels from the Yuan, Ming, and Qing Dynasties》,紐約,2001年,圖14及20。





A RARE PAIR OF IMPERIAL CHAMPLEVÉ ENAMEL OPENWORK GARDEN SEATS

Qianlong

Each stool modelled in the form of a barrel, the rounded sides with openwork areas in the form of large double *ruyi*-heads, interspersed with medallions formed by three archaic *chi* dragons and between bands of large *ruyi*-heads, amidst an overall dense ground of lotus blooms and bats on leafy tendrils repeated on the top of the seat, all brilliantly enamelled in vibrant tones of red, blue, green, yellow, and pink on a pale turquoise ground.

Each 53cm (20 7/8in) high (2).

HK\$1,600,000 - 2,000,000

US\$210,000 - 260,000

清乾隆 御製銅胎鎏金內填琺瑯繡墩一對

Provenance 來源:

Marcel Proust (1871–1922), and thence by descent, by repute

傳由法國作家馬塞爾·普魯斯特 (1871-1922) 收藏，後由家族繼承

Valentin Louis Georges Eugène Marcel Proust (1871-1922) was a renowned French novelist, author of the famous seven-volume novel *À la recherche du temps perdu*, written between 1913 and 1927, based on Proust's personal life told from a psychological and allegorical point of view. He is considered by many to be one of the greatest authors of all time. Proust's father, Adrien Achille Proust (1834-1903), was a prominent pathologist and epidemiologist, dedicated to the research and study of the cholera disease. It is known that Proust senior dedicated his life to this medical field and travelled extensively to Asia. For his services, and his exceptional contribution to the understanding of how to control cholera, he was conferred the distinction of Commandeur de la Légion d'honneur in 1892.

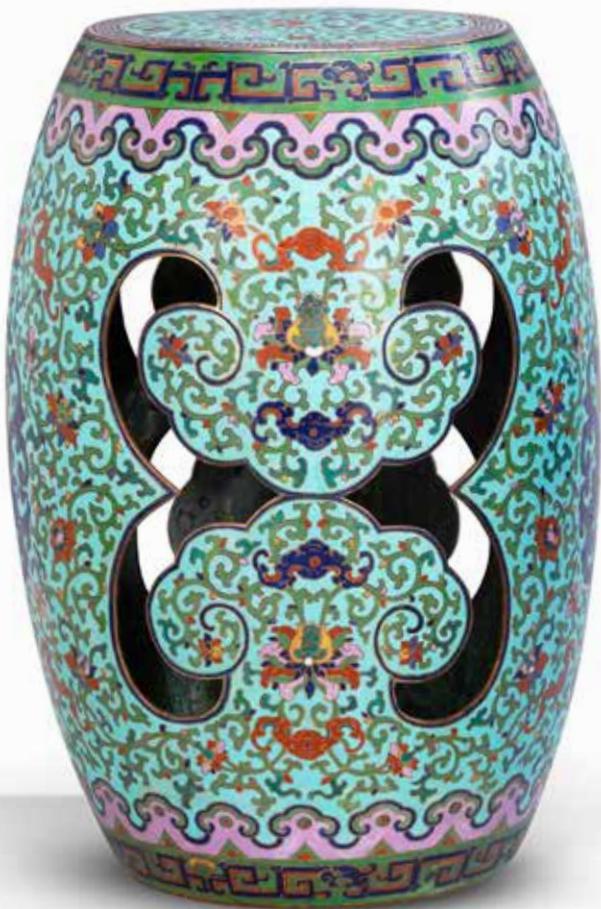
During the early to mid-Qing period, production of large sized and highly ornate enamel work reached unprecedented heights, reaching its zenith during the Qianlong period; champlevé enamel garden seats are exceptionally rare, but for cloisonné enamel examples, see *Compendium of Collections in the Palace Museum: Enamels 2, Cloisonné in the Qing Dynasty (1644-1911)*, Beijing, 2011, pl.108; and another illustrated in *ibid.*, vol.4, pl.130. Compare also the similar workmanship and colour-scheme on a champlevé enamel flowerpot, mid-Qing dynasty, illustrated *ibid.*, vol.4, pl.22. A cloisonné enamel altar set with related bands of stylised *kui* dragons on the neck of the censer and mid-sections of the *gu* vases, mid-Qing dynasty, is illustrated in *ibid.*, vol.4, pl.47.

Compare a near identical pair of champlevé enamel barrel-form garden seats, dated Qianlong, sold at Christie's Hong Kong, 28 May 2014, lot 3333. A cloisonné enamel pair of barrel-shaped seats with similar decoration from the Alfred Morrison collection, Fonthill heirlooms, was offered at Christie's London, 9 November 2004, lot 56.

馬塞爾·普魯斯特是法國著名的意識流作家，其代表作《追憶逝水年華》全文共計七卷，是全世界最長的小說。作品結合作家親身經歷，細膩刻畫了十九世紀末至二十世紀初法國上流社會和文人雅士的心理活動，開創「意識流」小說之先河。馬塞爾的父親阿希爾是知名的傳染病學家，專研對霍亂疾病的治療。在他服役期間曾多次造訪亞洲，對控制及治療霍亂做出重大貢獻，並榮獲法國榮譽軍團勳章。

清代宮廷掐絲琺瑯工藝持續發展，乾隆初期宮廷即召廣州製作掐絲琺瑯的高手入宮，至乾隆中後期，宮廷掐絲琺瑯的工藝及產量達到頂峰。此對繡墩以鑿胎填琺瑯工藝而製，繡墩壁作如意形鏤空，端莊穩重卻不失秀氣。清宮舊藏中比較少見鑿胎琺瑯繡墩，掐絲琺瑯者，見《故宮博物院藏品大系：琺瑯器編2》，北京，2011年，圖108，以及同著錄《琺瑯器編4》中另一件銅胎掐絲琺瑯繡墩，圖130。與此對繡墩工藝相似的一件清中期鑿胎琺瑯花盆，見同著錄《琺瑯器編4》，圖22。此外，可對比清中期一組鑿胎琺瑯貢器上的夔龍紋，與此對繡墩上的紋飾類似，見同著錄，圖47。

香港佳士得曾售出一對清乾隆鑿胎琺瑯繡墩，形制及紋飾與此對如出一轍，2014年5月28日，編號3333。另見放山居舊藏一對銅胎掐絲琺瑯繡墩，其紋飾構圖可與本件作對比，售於倫敦佳士得，2004年11月9日，編號56。





The Tai He Dian, Hall of Supreme Harmony, the Forbidden City;
image courtesy of the Palace Museum, Beijing
故宮博物院紫禁城太和殿



A MAGNIFICENT AND LARGE PAIR OF IMPERIAL GILT-BRONZE AND CLOISONNÉ ENAMEL CRANES

18th century

Each crane perched on an hourglass-shaped base decorated in low relief with blue and green rockwork, the body enamelled in creamy white with feathers intricately outlined in gilt, its long slender neck gracefully curved in an 'S'-shape with the red-crowned head raised high, detailed with expressive eyes and a sharp curved beak, the feathers on the back, wing tips and tail highlighted in black.

Each 94cm (37in) high (2).

HK\$2,300,000 - 2,800,000

US\$300,000 - 360,000

十八世紀 銅胎掐絲琺瑯仙鶴一對

Provenance 來源:

Antoine Alfred Agénor de Gramont, Duc de Guiche and Prince de Bidache (1819-1880), Chateau de Mortefontaine, Oise

法國瓦茲省安東尼·阿弗雷德·阿諾·Gramont公爵七世·Guiche公爵及比達克王子(1819-1880)舊藏

Antoine Alfred Agénor de Gramont (1819-1880), Duc de Guiche and Prince de Bidache, was a renowned French diplomat and statesman, born into nobility to one of the illustrious families in Paris. Agénor owed his entire career in politics to his close friendship with Louis-Napoléon Bonaparte, emperor Napoléon III (1808–1873). He was also on close terms with the empress Eugénie, who established the Chinese museum at Château de Fontainebleau in 1863. His illustrious career included appointments as minister plenipotentiary at Cassel and Stuttgart in 1852; Turin in 1853; ambassador to Washington DC in 1854; Rome in 1857; Vienna in 1861 and in 1870, he was appointed the foreign minister of Napoléon III.

安東尼·阿弗雷德·阿諾（1819-1880）出生法國皇室名門世家，作為第七世Gramont公爵，亦是法國比達克的王子，同時還是傑出的外交家及政治家。他將一生投身於政治，輔佐當時從政的拿破崙三世（1808-1873），並成為其身邊親密夥伴。安東尼與法國歐仁尼皇后也很親近，歐仁尼皇后後來於1863年建立了以其中國藝術品珍藏為著稱的楓丹白露宮。他的政治生涯頗為成功，曾在1852年被任命為駐卡塞勒以及斯圖加特的全權大使；1853年任駐杜林大使，1854年任駐華盛頓大使，1857年任駐羅馬大使，1861年任駐維也納大使，1870年最終任命為拿破崙三世外交部部長。



These elegant red-crowned birds, because of their long life spans, became associated with longevity and conveyed the auspicious wish for long life. Cranes were also symbolic of peace, as the word for crane in Chinese *he* is also a homophone for the word harmony. Figures of these birds in cloisonné enamel, were therefore particularly appropriate as objects suitable to furnish the imperial palaces, and were often placed on either side of thrones in imperial halls in the Forbidden City, including the Hall of Supreme Harmony, 太和殿 *Taihedian*, and the Palace of Heavenly Purity, 乾清宮 *Qianqinggong*.

Compare a pair of massive gilt-bronze and cloisonné enamel cranes, each standing on a raised hexagonal platform and on rockwork, biting on a stem of *lingzhi*, mid-Qing dynasty, illustrated in *Compendium of Collections in the Palace Museum: Enamels 4*, Beijing, 2011, pl.71. See also another smaller pair of cloisonné enamel cranes standing on a related hexagonal hourglass-shaped pedestals, Qing dynasty, illustrated in *Colorful, Elegant and Exquisite. A Special Exhibition of Imperial Enamel Ware from Mr. Robert Chang's Collection*, Shanghai, 2007, pp.14-15.

A pair of massive cloisonné enamel censers and covers, Qianlong, from the Antoine Alfred Agéonor de Gramont, Duc de Guiche collection, was sold at Sotheby's Hong Kong, 10 April 2006, lot 1541.



此類銅胎掐絲琺瑯仙鶴屬宮廷陳設器，因為寓意長壽吉祥，常被放置於皇家宮殿外的台階上或寶座前以彰顯皇威。在紫禁城中的太和殿、乾清宮、頤和園樂壽堂、承德避暑山莊等多處皇家殿堂均陳設有類似的銅胎掐絲琺瑯仙鶴。

類似的例子，見故宮博物院藏一對清中期掐絲琺瑯六方行座仙鶴蠟台，《故宮博物院藏品大系：琺瑯器篇4》，北京，2011年，圖71；另見張宗憲先生收藏一對清代銅胎掐絲琺瑯六方座仙鶴，尺寸較此件稍小，著錄於《絢麗.華麗.至尊－香港張宗憲先生珍藏御製宮廷掐絲琺瑯器特展》，蘇州，2007年，頁14-15。





(underside)

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A GILT-BRONZE AND CLOISSONNÉ ENAMEL TAZZA

Qianlong, cyclically dated renzi year corresponding to AD 1792
 The shallow circular dish supported on a splayed foot and ending with a lipped rim, the interior decorated with a large centralised lotus flower head and four evenly-spaced stylised lotus blossoms borne on interlocking leafy tendrils beneath a band of *ruyi*-heads at the rim, the exterior further decorated with stylised lotus petals ending in *ruyi*-heads, geometric scrolls and archaic downward plantain leaves, all enamelled in various tones of red, blue, green, white, and violet above a rich turquoise ground, the rim, waist and foot gilt in gold, the base incised with a dated twenty-character *kaishu* dedicatory inscription.
 19.1cm (7 1/2in) diam.

HK\$120,000 - 150,000

US\$15,000 - 19,000

清乾隆 銅胎掐絲琺瑯高足盤

「大清乾隆壬子歲男明保恭製供奉先考嘉公祭器」

The inscription incised on the base can be translated as 'respectfully made as a ceremonial vessel for the late father, by Nan Mingbao in the renzi year of the Qianlong [1792] of the Qing dynasty'.

Compare a related gilt-bronze and cloisonné enamel tazza decorated with the Eight Buddhist Emblems *bajixiang*, mid-Qing dynasty, illustrated in *Compendium of Collections in the Palace Museum: Enamels 4*, Beijing, 2011, pl.3; see also a cloisonné enamel tazza, Qianlong, illustrated in *The Prime Cultural Relics Collected by Shenyang Imperial Palace Museum. The Enamel Volume*, Shenyang, 2007, pl.11.

A pair of cloisonné enamel stem dishes enamelled with the Eight Buddhist Emblems was sold at Christie's New York, 18 September 2014, lot 611.

參看故宮博物院藏一件清中期銅胎掐絲琺瑯八吉祥紋高足盤，著錄於《故宮博物院藏品大系：琺瑯器篇4》，北京，2011年，圖3，以及瀋陽故宮博物院藏另一件清乾隆掐絲琺瑯高足盤，《瀋陽故宮博物院院藏文物精粹：琺瑯卷》，瀋陽，2007年，圖11。紐約佳士得曾售出一對銅胎掐絲八吉祥紋高足盤，2014年9月18日，編號611。



A RARE IMPERIAL GILT-BRONZE AND CLOISSONNÉ ENAMEL 'HUNDRED SHOU' BOWL

Incised Jiaqing six-character mark and of the period
With deep rounded sides raised on a short straight foot, decorated on the exterior around the body with two friezes of *shou* characters in stylised *zhuanshu*, between bands of classic scrolls at the rim and above the foot, all highlighted in gilt-wire above a rich blue ground. 15.4cm (6 1/8in) diam.

HK\$450,000 - 600,000

US\$58,000 - 77,000

清嘉慶 銅胎掐絲琺瑯壽字紋碗 「大清嘉慶年製」 隸書刻款

Bowls decorated with *shou* characters, representing longevity, such as the present lot, belong to a group of wares which were specifically used during imperial banquets and birthday celebrations.

Compare two related 'shou' character bowls, Jiaqing marks and period, of varying shapes, from the Qing Court collection, illustrated in *The Complete Collection of Treasures of the Palace Museum. Metal-bodied Enamel Ware*, Hong Kong, 2001, pls.154-155; and another illustrated in *Compendium of Collections in the Palace Museum: Enamels 3*, Beijing, 2011, pl.73; see also an almost identical pair of bowls in the Musée Nissim de Camondo, Paris, illustrated by B.Quette, ed., *Cloisonné. Chinese Enamels from the Yuan, Ming and Qing Dynasties*, New York, 2011, p.19, fig.2.1; and another related bowl, illustrated by H.Brinker and A.Lutz, *Chinese Cloisonné: The Pierre Uldry Collection*, New York, 1989, pl.347.

A similar cloisonné enamel 'hundred *shou*' bowl, Jiaqing mark and period, was sold at Sotheby's London, 6 November 2013, lot 303.

此掐絲琺瑯壽字紋碗為皇帝壽誕特製的宮廷壽宴御用器，在清宮有一定的遺存數量，但帶有嘉慶款的掐絲琺瑯器卻十分稀少，可見本拍品之珍貴。

北京故宮博物院藏清宮舊藏兩件帶嘉慶款的壽字紋碗可作比較，其造型不一，見《故宮博物院藏文物珍品大系－金屬琺瑯器》，香港，2001年，圖版154-155；也參考《故宮博物院藏品大系：琺瑯器編3》，北京，2011年，圖版73；巴黎尼辛德卡蒙多博物館藏一對與本器非常相似的壽字紋碗也可資參考，見B.Quette，《Cloisonné. Chinese Enamels from the Yuan, Ming and Qing Dynasties》，紐約，2011年，頁19，圖2.1；另一件例子可參閱H.Brinker和A.Lutz，《Chinese Cloisonné: The Pierre Uldry Collection》，紐約，1989年，圖版347。再參考倫敦蘇富比售一件清嘉慶帶款壽字紋碗，2013年11月6日，編號303。



Image courtesy of the Palace Museum, Beijing
北京故宮博物院藏

大嘉丰
清慶製



A LARGE IMPERIAL GILT-BRONZE AND CLOISSONÉ ENAMEL 'DRAGON' PARFUMIER

19th century

The tall pierced cylindrical mid-section decorated in relief with a gilt five-clawed dragon on a ground of swirling dark blue clouds, its long scaly body coiled upwards in chase of a flaming pearl, the domed cover modelled in the form of a yellow tiled roof surmounted by a band of *ruyi*-heads and a rounded knob issuing from a lotus bloom, all on a waisted gilt-bronze base encircled with a balustrade and raised on five *ruyi*-head feet.

110cm (43 1/2in) high (3).

HK\$230,000 - 300,000

US\$30,000 - 39,000

十九世紀 御製銅胎掐絲琺瑯盤龍香筒

Examples of such towering incense holders with dragons, a symbol of the emperor, can be found in spacious halls and throne rooms of the imperial palaces, such as in the Hall of Supreme Harmony, 太和殿 *Taihedian*, Palace of Heavenly Purity, 乾清宮 *Qianqinggong* and Palace of Concentrated Beauty, 儲秀宮 *Chuxiugong*. These vessels were therefore an integral part of the furnishings flanking the emperor's seat of power and authority. Compare a similar pair of cloisonné enamel incense holders with coiling dragons in relief, mid-Qing dynasty, illustrated in *Compendium of Collections in the Palace Museum: Enamels 4*, Beijing, 2011, pl.128; another related cloisonné enamel incense holder with dragon decoration, Qianlong, is illustrated in *The Prime Cultural Relics Collected by Shenyang Imperial Palace Museum. The Enamel Volume*, Shenyang, 2007, p.86, no.1. See also another related pair, Qianlong, illustrated in *Colorful, Elegant and Exquisite. A Special Exhibition of Imperial Enamel Ware from Mr. Robert Chang's Collection*, Suzhou, 2007, pp.62-63.

See a related large imperial gilt-bronze and cloisonné enamel parfumier, 18th century, sold at Christie's Hong Kong, 30 May 2012, lot 4122.

類似於本拍品的盤龍香亭常為宮殿陳設品、實用器，通常見於主要宮殿中如太和殿及乾清宮，放置於大殿內兩側堂陛之上，用以焚香和裝飾殿堂。北京故宮博物院藏一對清中期掐絲琺瑯勾蓮盤龍紋香筒可資比較，見《故宮博物院藏品大系：琺瑯器編4》，北京及安徽，2011年，圖版128；另一件清乾隆的例子可參考《瀋陽故宮博物院院藏文物精粹：琺瑯卷》，瀋陽，2007年，頁86，編號1；再看張宗憲先生藏一對相關例子，著錄於《絢麗.華麗.至尊－香港張宗憲先生珍藏御製宮廷掐絲琺瑯器特展》，蘇州，2007年，頁62-63。

參考另一件十八世紀御製銅胎掐絲琺瑯香筒，售於香港佳士得，2012年5月30日，編號4122。



Image courtesy of the Palace Museum, Beijing
北京故宮博物院藏



66

A FINE PAIR OF CLOISSONNÉ ENAMEL CRANES

Mid-Qing Dynasty, with French Barbedienne-style gilt-bronze mounts
Modelled in mirror image, each standing with tall gilt-bronze legs
on a quatre-lobed base raised on a mount with four elephant head
feet, each foot with impressed 'H' marks on the underside, the long
necks elegantly arched in an 'S'-shape with the red-crowned heads
held high, the slender white neck and body intricately rendered with
feathers outlined in gilt, with brightly enamelled feathers highlighting the
wing and tail plumage, each pointed beak with a gilt-bronze branch
of flowering prunus terminating in two 'U'-shaped candlestick holders
and drip trays.

Each 55.5cm (21 7/8in) high (2).

HK\$280,000 - 400,000

US\$36,000 - 52,000

清中期 掐絲琺瑯仙鶴燭台一對（後嵌法國鍍金配飾）

Owing to their auspicious symbolism of longevity and peace, cranes are widely seen in Chinese art. Pairs of cranes were often placed in areas of importance in palaces of the Forbidden City, and several are examples of cloisonné enamel cranes with pricket candlestick holders.

Examples of pairs of gilt-bronze and cloisonné enamel 'crane' candlestick holders of varying sizes, mid-Qing dynasty, are illustrated in *Compendium of Collections in the Palace Museum: Enamels 4*, Beijing, 2011, pls.69-71. See also a related pair of cloisonné enamel cranes, Qianlong, illustrated by Sir H.Garner, *Chinese and Japanese Cloisonné Enamels*, London, 1962, pl.75.

A related pair of cloisonné enamel cranes, Qianlong/Jiaqing, from the Mandel collection, was sold at Christie's Hong Kong, 30 May 2012, lot 3924.

仙鶴有著長壽和祥和的吉祥寓意，一直為宮廷器物上常見的題材，所製器物中也包括掐絲琺瑯燭台。

北京故宮博物院藏幾例可資參考，見《故宮博物院藏品大系：琺瑯器編4》，北京及安徽，2011年，頁117-119；圖版69-71；另見一對清乾隆掐絲琺瑯仙鶴，著錄於H.Garner，《Chinese and Japanese Cloisonné Enamels》，倫敦，1962年，圖75。再參考文德爾伉儷舊藏一對清乾隆/嘉慶掐絲琺瑯仙鶴，後售於香港佳士得，2012年5月30日，編號3924。



**A RARE PAIR OF GILT-BRONZE AND CLOISSONÉ ENAMEL
LUDUAN**

18th century, with French gilt-bronze mounts

One modelled with its head turned slightly to the left and the other to the right, each horned beast with spotted face and protruding eyes staring upwards, its mouth opened wide revealing sharp teeth and tongue, the scale-like body with hairy mane at the chest and running down the knobbed spine ending in a furry tail, all finely enamelled in bright colours of white, green, yellow, blue and brown on a rich turquoise ground, with gilt-bronze European stands.

Each overall 25.8cm (10 1/8in) wide (4).

HK\$650,000 - 800,000

US\$84,000 - 100,000

十八世紀 銅胎掐絲琺瑯甬端一對（配法國銅鑲金座）

Luduan, are legendary beasts believed to be capable of detecting the truth, traveling great distances in short amounts of time, and to be fluent in all languages. Often mistaken for *qilin*, which have hooved feet, *luduan* tend to have rounder bodies and clawed paws. Due to their ability to distinguish good and evil, incense burners in the form of these beasts were favoured by the court and important in the imperial context to symbolise the emperor's intelligence and wisdom as a virtuous ruler with the mandate from heaven to rule. This is evident by the placement of cloisonné enamel *luduan* incense burners near the thrones in important imperial halls in the Forbidden City, including the Hall of Supreme Harmony, 太和殿 *Taihedian*.

Cloisonné enamel *luduan* incense burners were first produced during the Ming dynasty. For Ming dynasty prototypes with the heads comprising the cover, see two examples dated to the Wanli period, illustrated in *Compendium of Collections in the Palace Museum: Enamels 1*, Beijing, 2011, pls.102 and 103. Compare also three further examples, Qianlong mark and period, illustrated in *The Prime Cultural Relics Collected by Shenyang Imperial Palace Museum: The Enamel Volume*, Shenyang, 2007, pp.90-95, nos.4-6.

A related pair from the T.B.Kitson Collection, dated Qianlong, was sold at Sotheby's London, 30 May 1961, lot 405; see also another similar pair sold at Christie's New York, 30 March 2005, lot 153.



甬端乃中國古代傳說中的神獸，與麒麟相似，頭上有一角，宋《符瑞志》曰：「甬端日行萬八千里，又曉四夷之語，聖主在位，明達方外幽遠，則奉書而至。」因此故宮太和殿兩邊均有甬端護衛在側，肅穆威嚴，以顯示皇帝為有道明君，身在寶座而曉天下事，做到八方歸順，四海來朝，聖明地治理天下；在官方象徵光明正大、秉公執法，而民間則象徵吉祥如意、風調雨順。

以掐絲琺瑯工藝所製的甬端始見於明萬曆年間，無疑有助於對銅胎琺瑯器的斷代。北京故宮博物院藏兩件明萬曆時期掐絲琺瑯甬端香薰可資比較，見《故宮博物院藏品大系：琺瑯器編1》，北京及安徽，2011年，頁208-209；圖版102及103；瀋陽故宮博物院也藏三件清乾隆時期之掐絲琺瑯甬端可供參考，見《瀋陽故宮博物院院藏文物精粹：琺瑯卷》，瀋陽，2007年，頁90-95，編號4、5及6。

參看T.B.Kitson舊藏一對銅胎掐絲琺瑯甬端，後售於倫敦蘇富比，1961年5月30日，編號405；另見紐約佳士得售出一對，2005年3月30日，編號153。



A PAIR OF GILT-BRONZE AND CLOISSONNÉ ENAMEL CRANES

Mid-Qing Dynasty

Each modelled standing on a circular domed base decorated with four stylised lotus blooms borne on leafy scrolls on a rich turquoise ground, with tall naturalistically detailed scaly gilt-bronze legs and claws, its long neck gracefully curved with the red-crowned head raised high, the feathers on the white body and neck intricately detailed with gilt outlines, with the wings and tail plumage highlighted in enamels of yellow, red, green, blue and black.

Each 49cm (19 1/4in) high (2).

HK\$230,000 - 280,000**US\$30,000 - 36,000**

清中期 銅胎掐絲琺瑯仙鶴一對

According to legend, cranes were believed to live for thousands of years. These elegant red-crowned birds thus became associated with longevity and conveyed the auspicious wish for long life. Cranes were also symbolic of peace, as the word for crane in Chinese 和 *he* is also a homophone for the word harmony. Cloisonné enamel cranes were therefore particularly prized by the court, and were often placed on either side of thrones in imperial halls in the Forbidden City; including the Hall of Supreme Harmony, 太和殿 *Taihedian*, the largest and most important building in the Forbidden City, popularly known as the 'Throne Hall'; and in the Palace of Heavenly Purity, 乾清宮 *Qianqinggong*.

Compare a pair of gilt-bronze and cloisonné enamel cranes standing on a pair of turtle bases, Qianlong, formerly in the Mrs. Mary Neame collection, illustrated by Sir H. Garner, *Chinese and Japanese Cloisonné Enamels*, London, 1970, pl.75.

A related pair of cloisonné enamel cranes, Qianlong/Jiaqing, but on circular stands, from the Mandel collection, was sold at Christie's Hong Kong, 30 May 2012, lot 3924.

仙鶴是民間傳說中壽命長久的天上神物，且取「鶴」與「和」之同音，有著長壽和祥和的吉祥寓意，因此為紫禁城中最重要的宮殿常見的陳設器之一，其宮殿包括太和殿及乾清宮。

Mary Neame夫人舊藏一對清乾隆時期的銅胎掐絲琺瑯龜鶴延年擺件可資參考，見Sir H. Garner，《Chinese and Japanese Cloisonné Enamels》，倫敦及波士頓，1970年，圖版75。

其他相關例子可參見文德爾伉儷舊藏一對清乾隆/嘉慶時期的掐絲琺瑯仙鶴，後售於香港佳士得，2012年5月30日，編號3924。



CHRONOLOGY

NEOLITHIC CULTURES

Cishan-Peiligang	c. 6500-5000 BC
Central Yangshao	c. 5000-3000 BC
Gansu Yangshao	c. 3000-1500 BC
Hemadu	c. 5000-3000 BC
Daxi	c. 5000-3000 BC
Majiabang	c. 5000-3500 BC
Dawenkou	c. 4300-2400 BC
Songze	c. 4000-2500 BC
Hongshan	c. 3800-2700 BC
Liangzhu	c. 3300-2250 BC
Longshan	c. 3000-1700 BC
Qijia	c. 2250-1900 BC

EARLY DYNASTIES

Shang	c. 1500-1050 BC
Western Zhou	1050-771 BC
Eastern Zhou	
Spring & Autumn	770-475 BC
Warring States	475-221 BC

IMPERIAL CHINA

Qin	221-207 BC
Han	
Western Han	206 BC-AD 9
Xin	AD 9-25
Eastern Han	AD 25-220
Three Kingdoms	
Shu (Han)	221-263
Wei	220-265
Wu	222-280
Southern dynasties (Six Dynasties)	
Western Jin	265-316
Eastern Jin	317-420
Liu Song	420-479
Southern Qi	479-502
Liang	502-557
Chen	557-589
Northern dynasties	
Northern Wei	386-535
Eastern Wei	534-550
Western Wei	535-557
Northern Qi	550-577
Northern Zhou	557-581

Sui	589-618
Tang	618-906
Five Dynasties	907-960
Liao	907-1125
Song	
Northern Song	960-1126
Southern Song	1127-1279
Jin	1115-1234
Yuan	1279-1368
Ming	
Hongwu	1368-1398
Jianwen	1399-1402
Yongle	1403-1424
Hongxi	1425
Xuande	1426-1435
Zhengtong	1436-1449
Jingtai	1450-1456
Tianshun	1457-1464
Chenghua	1465-1487
Hongzhi	1488-1505
Zhengde	1506-1521
Jiajing	1522-1566
Longqing	1567-1572
Wanli	1573-1620
Taichang	1620
Tianqi	1621-1627
Chongzhen	1628-1644
Qing	
Shunzhi	1644-1661
Kangxi	1662-1722
Yongzheng	1723-1735
Qianlong	1736-1795
Jiaqing	1796-1820
Daoguang	1821-1850
Xianfeng	1851-1861
Tongzhi	1862-1874
Guangxu	1875-1908
Xuantong	1909-1911

REPUBLICAN CHINA

Republic	1912-1949
People's Republic	1949-

**INTERNATIONAL ASIAN ART
AUCTION CALENDAR 2015/2016**

2015

ASIAN ART

Monday 9 November
London, Knightsbridge

**THE EDWARD WRANGHAM
COLLECTION OF JAPANESE ART:
PART VI**

Tuesday 10 November
London, New Bond Street

**THE MISUMI COLLECTION OF
IMPORTANT WORKS OF LACQUER
ART AND PAINTINGS: PART II**

Tuesday 10 November
London, New Bond Street

FINE JAPANESE ART

Thursday 12 November
London, New Bond Street

FINE CHINESE ART

Thursday 12 November
London, New Bond Street

ASIAN ART

Wednesday 18 November
Edinburgh

**FINE CHINESE CERAMICS AND
WORKS OF ART**

Thursday 3 December
Hong Kong

**EXCEPTIONAL CHINESE ART FROM A
EUROPEAN PRIVATE COLLECTION**

Thursday 3 December
Hong Kong

IMPERIAL SPLENDOUR

Thursday 3 December
Hong Kong

2016

ASIAN DECORATIVE ART

Tuesday 8 March
San Francisco

**INDIAN, HIMALAYAN & SOUTHEAST
ASIAN ART**

Monday 14 March
New York

CHINESE WORKS OF ART

Tuesday 15 March
New York

FINE JAPANESE WORKS OF ART

Wednesday 16 March
New York

**HOME & INTERIORS INCLUDING
ASIAN ART**

Tuesday 5 – Wednesday 6 April
London, Knightsbridge

ASIAN ART

Monday 9 May
London, Knightsbridge

FINE CHINESE ART

Thursday 12 May
London, New Bond Street

FINE JAPANESE ART

Thursday 12 May
London, New Bond Street

**FINE CHINESE CERAMICS AND
WORKS OF ART**

Date to be advised
Hong Kong

FINE CHINESE WORKS OF ART

Tuesday 21 June
San Francisco

**HOME & INTERIORS INCLUDING
ASIAN ART**

Tuesday 21 June
London, Knightsbridge

ASIAN DECORATIVE ARTS

Wednesday 22 June
San Francisco

CHINESE WORKS OF ART

Tuesday 13 September
New York

**INDIAN, HIMALAYAN & SOUTHEAST
ASIAN ART**

Tuesday 13 September
New York

FINE JAPANESE WORKS OF ART

Wednesday 14 September
New York

**HOME & INTERIORS INCLUDING
ASIAN ART**

Tuesday 20 – Wednesday
21 September
London, Knightsbridge

ASIAN DECORATIVE ARTS

Tuesday 18 October
San Francisco

ASIAN ART

Monday 7 November
London, Knightsbridge

FINE CHINESE ART

Thursday 10 November
London, New Bond Street

FINE JAPANESE ART

Thursday 10 November
London, New Bond Street

**HOME & INTERIORS INCLUDING
ASIAN ART**

Tuesday 15 November
London, Knightsbridge

**FINE CHINESE CERAMICS AND
WORKS OF ART**

Date to be advised
Hong Kong

FINE CHINESE WORKS OF ART

Tuesday 13 December
San Francisco

ASIAN DECORATIVE ARTS

Wednesday 14 December
San Francisco





NOTICE TO BIDDERS

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

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

1. OUR ROLE

In its role as auctioneer of *Lots*, *Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams'* job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder*. *Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot*. *Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them.

The *Seller* has authorised *Bonhams* to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller's* behalf and, unless *Bonhams* sells a *Lot* as principal, not on our behalf and any *Contract for Sale* is between the *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

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

2. LOTS

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

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

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

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

Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such

items which are unsuitable for connection are sold as items of interest for display purposes only.

If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

The *Catalogue* contains an *Entry* about each *Lot*. Each *Lot* is sold by its respective *Seller* to the *Buyer* of the *Lot* as corresponding only with that part of the *Entry* which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the *Lot* in the *Catalogue*. The remainder of the *Entry*, which is not printed in bold letters, represents *Bonhams'* opinion (given on behalf of the *Seller*) about the *Lot* only and is not part of the *Contractual Description* in accordance with which the *Lot* is sold by the *Seller*.

Estimates

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

Estimates are in the currency of the *Sale*.

Condition reports

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

The Seller's responsibility to you

The *Seller* does not make or agree to make any representation of fact or contractual promise, guarantee or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

Bonhams' responsibility to you

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller's* agent only (unless *Bonhams* sells the *Lot* as principal).

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any descriptions or opinions given by *Bonhams*, or by any person on *Bonhams'* behalf, whether in the *Catalogue* or elsewhere.

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

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

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

Alterations

Descriptions and *Estimates* may be amended at *Bonhams'*

discretion from time to time by notice given orally or in writing before or during a *Sale*.

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

4. CONDUCT OF THE SALE

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

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

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

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

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

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

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

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

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

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

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

5. BIDDING

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

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

Bidding in person

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

will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the Sale. Should you be a successful Bidder you will need to ensure that your number can be clearly seen by the Auctioneer and that it is your number which is identified as the Buyer's. You should not let anyone else use your paddle as all Lots will be invoiced to the name and address given on your Bidder Registration Form. Once an invoice is issued it will not be changed.

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

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the Bidding Form although we may refuse to accept bids from an agent on behalf of a principal and may require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the Bidding Form explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the Seller and to Bonhams under any contract resulting from the acceptance of a bid.

Subject to the above, please let us know if you are acting on behalf of another person when bidding for Lots at the Sale. Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to an Absentee and Telephone Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the Hammer Price and Buyer's Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our Conditions of Business and contact our Customer Services Department for further details.

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

On the Lot being knocked down to the Buyer, a Contract for Sale of the Lot will be entered into between the Seller and the Buyer on the terms of the Contract for Sale set out in Appendix 1 at the back of the Catalogue save for those varied by announcement given out orally before and/or during

the Sale. You will be liable to pay the Purchase Price, which is the Hammer Price plus any Tax.

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

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

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

For this Sale the following rates of Buyer's Premium will be payable by Buyers of Lots:
25% up to HK\$800,000 of the Hammer Price
20% from HK\$800,001 of the Hammer Price
12% from HK\$15,000,001 of the Hammer Price

8. TAX

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

9. PAYMENT

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

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

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

Cash: you may pay for Lots purchased by you at this Sale with notes, coins or travellers cheques in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed HK\$80,000. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

Bank transfer: you may electronically transfer funds to our Client Account. If you do so, please quote your paddle number and invoice number as the reference. Our Client Account details are as follows:
Bank : HSBC
Address : Head Office
1 Queen's Road Central, Hong Kong
Bonhams (Hong Kong) Limited. -
Client A/C
Account Name:
Account Number: 808 870 174001
SWIFT Code: HSBCHKHHHKH

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

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 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 apply on the first HK\$1,000,000 invoiced to a Buyer in any Sale; a 2% surcharge will be made on the balance over HK\$1,000,000.

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

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

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise.

Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by

our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraph 9 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. DAMAGE AND RESTORATION

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

16. BOOKS

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

17. CLOCKS AND WATCHES

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

18. JEWELLERY

Ruby and Jadeite

Ruby 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 degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

19. PICTURES

Explanation of Catalogue Terms

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

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

20. PORCELAIN AND GLASS

Damage and Restoration

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

21. WINE

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

Examining the wines

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

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

Corks and Ullages

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

Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 5cm
Over 30 years old – high shoulder (hs) or up to 6cm

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

Options to buy parcels

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

Bottling Details and Case Terms

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

CB – Château bottled
DB – Domaine bottled
EstB – Estate bottled
BB – Bordeaux bottled
BE – Belgian bottled
FB – French bottled
GB – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
owc – original wooden case
iwc – individual wooden case
oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- ≈ 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 gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- ☉ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

22. LANGUAGE

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

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

We will keep your data for a period of five years from the date of your last contact with us so as to simplify any future registration. The data may be transferred to and stored outside Hong Kong, and you agree to this transfer. You have the right to request us not to use your information for these purposes by contacting Bonhams (Hong Kong) Limited (which for the purpose of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) is the data user) at Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom or by e-mail at client.services@bonhams.com.

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

1.1 These terms govern the Contract for Sale of the Lot by the Seller to the Buyer.

1.2 The Definitions and Glossary contained in Appendix 3 in the Catalogue are incorporated into this Contract for Sale and a separate copy can also be provided by Bonhams on request. Where words and phrases are used which are in the List of Definitions in it, they are printed in italics.

1.3 Seller sells the Lot as the principal to the Contract for Sale, such contract being made between the Seller and you through Bonhams which acts in the sole capacity as the Seller's agent and not as an additional principal. However, if the Catalogue states that Bonhams sells the Lot as principal, or such a statement is made by an announcement by the Auctioneer, or by a notice at the Sale, or an insert in the Catalogue, then Bonhams is the Seller for the purposes of this agreement.

1.4 The contract is made on the striking of the Auctioneer's hammer in respect of the Lot when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

2.1 The Seller undertakes to you that:

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

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

2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot

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

2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the Sale venue or by the Notice to Bidders or by an insert in the Catalogue, the Lot corresponds with the Contractual Description of the Lot, being that part of the Entry about the Lot in the Catalogue which is in bold letters and (except for colour) with any photograph of the Lot in the Catalogue and the contents of any Condition Report which has been provided to the Buyer.

3 DESCRIPTIONS OF THE LOT

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

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

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

6 PAYMENT

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

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

7 COLLECTION OF THE LOT

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

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

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

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

8 FAILURE TO PAY FOR THE LOT

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

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

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

8.1.3 to retain possession of the Lot;

8.1.4 to remove and store the Lot at your expense;

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

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

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

8.1.8 to retain possession of any other property sold to you by the 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 any monies due to you as a result of such sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and

8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.	<i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	11	GOVERNING LAW AND DISPUTE RESOLUTION
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	<p>10</p> <p>10.1 You may not assign either the benefit or burden of the <i>Contract for Sale</i>.</p> <p>10.2 The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i>.</p> <p>10.3 If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.</p>	11.1	<p>Law</p> <p>All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. <i>Bonhams</i> has a disputes procedure in place</p>
8.3	On any re-sale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	<p>10.4 Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i>, addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.</p>	11.2	<p>Language</p> <p>The <i>Contract for Sale</i> is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.</p>
9	THE SELLER'S LIABILITY	<p>10.5 If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.</p>	APPENDIX 2	<p>BUYER'S AGREEMENT</p> <p>IMPORTANT: These terms may be changed in advance of the sale of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.</p>
9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the Auctioneer's hammer in respect of the <i>Lot</i> .	<p>10.6 References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.</p>	1	<p>THE CONTRACT</p> <p>1.1 These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i>, being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i>.</p>
9.2	Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the <i>Sale of Goods Ordinance</i> (Chapter 26 of the Laws of Hong Kong) or otherwise.	<p>10.7 The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.</p>	1.2	<p>The Definitions and Glossary contained in Appendix 3 to the <i>Catalogue</i> for the <i>Sale</i> are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the <i>Notice to Bidders</i>, printed at the beginning of the <i>Catalogue</i> for the <i>Sale</i>, and where such information is referred to it is incorporated into this agreement.</p>
9.3	The <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	<p>10.8 In the <i>Contract for Sale</i> "including" means "including, without limitation".</p>	1.3	<p>Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the Auctioneer's hammer in respect of the <i>Lot</i>, when it is knocked down to you and at that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i>.</p>
9.4	The <i>Seller</i> will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	<p>10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.</p>	1.4	<p>We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i>, unless <i>Bonhams</i> sells the <i>Lot</i> as principal.</p>
9.5	In any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	<p>10.10 Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i>.</p>	1.5	<p>Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:</p>
9.6	Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the	<p>10.11 Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i>.</p>	1.5.1	<p>we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;</p>
		<p>10.12 Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i>, it will also operate in favour and for the benefit of <i>Bonhams</i>, <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assignees of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.</p>	1.5.2	<p>subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i>;</p>
			1.5.3	<p>we will provide a guarantee in the terms set out in paragraph 9.</p>
			1.6	<p>We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams'</i> Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i>. No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i>, if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i>.</p>

<p>2</p> <p>PERFORMANCE OF THE CONTRACT FOR SALE</p> <p>You undertake to us personally that you will observe and comply with all your obligations and undertakings to the Seller under the <i>Contract for Sale</i> in respect of the <i>Lot</i>.</p>	<p>premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i>.</p>	<p>7.1.6</p>	<p>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;</p>
<p>3</p> <p>PAYMENT</p> <p>3.1 Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i>, you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i>:</p>	<p>4.5 Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the Seller or held by the <i>Storage Contractor</i> as agent on behalf of the Seller and ourselves on the terms contained in the <i>Storage Contract</i>.</p>	<p>7.1.7</p>	<p>to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;</p>
<p>3.1.1 The <i>Purchase Price</i> for the <i>Lot</i>;</p>	<p>4.6 You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i>. You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i>, any <i>Expenses</i> and all charges due under the <i>Storage Contract</i>.</p>	<p>7.1.7</p>	<p>to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months written notice of our intention to do so;</p>
<p>3.1.2 A <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i>, and</p>	<p>4.7 You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p>	<p>7.1.8</p>	<p>to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>sale</i>) until all sums due to us have been paid in full;</p>
<p>3.1.3 If the <i>Lot</i> is marked ["A"], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i>.</p>	<p>4.8 You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.</p>	<p>7.1.9</p>	<p>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;</p>
<p>3.2 You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.</p>	<p>5</p> <p>STORING THE LOT</p> <p>We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) and, subject to paragraphs 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the <i>Notice to Bidders</i>. If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.</p>	<p>7.1.10</p>	<p>on three months' written notice to sell, <i>Without Reserve</i>, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>sale</i>) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;</p>
<p>3.3 All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i>. Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.</p>	<p>6.1 Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i>, the risk in the <i>Lot</i> passed to you when it was knocked down to you.</p>	<p>7.1.11</p>	<p>refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i>.</p>
<p>3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to the Tax at the appropriate rate and such Tax will be payable by you on all such sums.</p>	<p>6.2 You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i>.</p>	<p>7.2</p>	<p>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.</p>
<p>3.5 We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i>, the <i>Commission</i> payable by the Seller in respect of the <i>Lot</i>, any <i>Expenses</i> and Tax and any interest earned and/or incurred until payment to the Seller.</p>	<p>7</p> <p>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</p> <p>7.1 If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):</p>	<p>7.3</p>	<p>If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.</p>
<p>3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i>, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.</p>	<p>7.1.1 to terminate this agreement immediately for your breach of contract;</p>	<p>8</p> <p>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</p>	<p>Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> 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:</p>
<p>3.7 Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i>.</p>	<p>7.1.2 to retain possession of the <i>Lot</i>;</p>	<p>8.1</p>	<p>retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i>; and/or</p>
<p>4</p> <p>COLLECTION OF THE LOT</p> <p>4.1 Subject to any power of the Seller or us to refuse to release the <i>Lot</i> to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a stamped, paid invoice, obtained from our cashier's office.</p>	<p>7.1.3 to remove, and/or store the <i>Lot</i> at your expense;</p>	<p>8.1.1</p>	<p>deliver the <i>Lot</i> to a person other than you; and/or</p>
<p>4.2 You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i>, or if no date is specified by 4.30pm on the seventh day after the <i>Sale</i>.</p>	<p>7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;</p>	<p>8.1.2</p>	<p>commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or</p>
<p>4.3 For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i>. Thereafter, the <i>Lot</i> may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the <i>Notice to Bidders</i>.</p>	<p>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</p>	<p>8.1.3</p>	<p></p>
<p>4.4 If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i>, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "<i>Storage Contract</i>") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our</p>	<p></p>	<p></p>	<p></p>

8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.		11.3	If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.	
8.2	The discretion referred to in paragraph 8.1:				
8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:	11.4	Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by registered post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.				
9	FORGERIES				
9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.				
9.2	Paragraph 9 applies only if:	10.2.1	handling the <i>Lot</i> if it was affected at the time of sale to you by woodworm and any <i>damage</i> is caused as a result of it being affected by woodworm; or		
9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.2.2	changes in atmospheric pressure; nor will we be liable for:		
9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and	10.2.3	damage to tension stringed musical instruments; or		
9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.	11.5	If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:	10.3	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , 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 <i>damage</i> is caused by or claimed in respect of any negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.6	References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> 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			11.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.	10.4	In any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any <i>loss</i> or <i>damage</i> alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of <i>contract</i> , statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.8	In this agreement "including" means "including, without limitation".
9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .			11.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question 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 <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>Tax</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .		You may wish to protect yourself against loss by obtaining insurance.	11.10	Reference to a numbered paragraph is to a paragraph of this agreement.
9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.			11.11	Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	10.5	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	11.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.
9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .	11	MISCELLANEOUS	12	GOVERNING LAW
10	OUR LIABILITY	11.1	You may not assign either the benefit or burden of this agreement.	12.1	Law
10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription	11.2	Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.	12.2	Language
					The <i>Buyer's Agreement</i> is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.
					DATA PROTECTION - USE OF YOUR INFORMATION
					As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if relevant). You agree to our use of it as follows.
					We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary).

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

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

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

APPENDIX 3

DEFINITIONS and GLOSSARY

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

LIST OF DEFINITIONS

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

"Auctioneer" the representative of Bonhams conducting the Sale.

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

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

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

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

"Business" includes any trade, business and profession.

"Buyer" the person to whom a Lot is knocked down by the Auctioneer. The Buyer is also referred to in the Contract of Sale and the Buyer's Agreement by the words "you" and "your".

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

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

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

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

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

"Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.

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

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

"Contractual Description" the only description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.

"Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).

"Entry" a written statement in the Catalogue identifying the Lot and its lot number which may contain a description and illustration(s) relating to the Lot.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and expenses paid or payable by Bonhams in respect of the Lot including legal expenses, banking charges and expenses incurred as a result of an electronic transfer of money, charges and expenses for insurance, catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, Taxes, levies, costs of testing, searches or enquiries, preparation of the

Lot for sale, storage charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus Tax.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the description of the Lot.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Tax" means all taxes, charges, duties, imposts, fees, levies or other assessments, and all estimated payments thereof, including without limitation income, business profits, branch profits, excise, property, sales, use, value added (VAT), environmental, franchise, customs, import, payroll, transfer, gross receipts, withholding, social security, unemployment taxes, as well as stamp duties and other costs, imposed by the Hong Kong government applicable from time to time and any interest and penalty relating to such taxes, charges, fees,

levies or other assessments.

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

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

"Website" Bonhams website at www.bonhams.com.

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

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

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:-

"artist's resale right": the right of the creator of a work of art to receive a payment on sales of that work subsequent to the original sale of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

"bailee": a person to whom goods are entrusted.

"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a Lot.

"knocked down": when a Lot is sold to a Bidder, indicated by the fall of the hammer at the Sale.

"lien": a right for the person who has possession of the Lot to retain possession of it.

"risk": the possibility that a Lot may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"title": the legal and equitable right to the ownership of a Lot.

"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ORDINANCE (Chapter 26 of the Laws of Hong Kong)

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

"Section 14 Implied undertaking as to title etc.

- (1) In every contract of sale, other than one to which subsection (2) applies, there is-
 - (a) an implied condition on the part of the seller that in the case of the sale, he has a right to sell the goods, and in the case of an agreement to sell, he will have a right to sell the goods at the time when the property is to pass; and
 - (b) an implied warranty that the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made and that the buyer will enjoy quiet possession of the goods except so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (2) In a contract of sale, in the case of which there appears from the contract or is to be inferred from the circumstances of the contract an intention that the seller should transfer only such title as he or a third person may have, there is-
 - (a) an implied warranty that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made; and
 - (b) an implied warranty that neither-
 - (i) the seller; nor
 - (ii) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person; nor
 - (iii) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made, will disturb the buyer's quiet possession of the goods.

競投人通告

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

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

重要事項：有關拍賣會的額外資料可載於拍賣會的圖錄、圖錄的插頁及/ 或於拍賣會場地展示的通告，閣下亦須參閱該等資料。本公司亦可於拍賣會前或於拍賣會上以口頭形式發出會影響拍賣會的公佈，而毋須事先給予書面通知。閣下須注意此等可能變動的情況，並於競投前查詢是否有任何變動。

1. 本公司的角色

作為拍賣品的拍賣人，邦瀚斯 純粹代表賣家及為賣家的權益行事。邦瀚斯的職責為於拍賣會以可從競投人取得的最高價格出售拍賣品。邦瀚斯 並非以這角色為買家或競投人行事，亦不向買家或競投人提供意見。邦瀚斯 或其職員就拍賣品作出陳述或若邦瀚斯提供有關拍賣品的狀況報告時，邦瀚斯 或其職員乃代表賣家行事。本公司強烈建議本身並非有關拍賣品的專家的買家或競投人須於競投前尋求並取得有關拍賣品及其價值的獨立意見。

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

邦瀚斯 毋須對閣下承擔亦概無向閣下承諾或同意任何合約或侵權法上的義務或責任（不論直接、間接、明示、暗示或以其他方式）。在閣下成功投得並購買拍賣品時，邦瀚斯 會在其時與買家訂立協議，該合約的條款載於買家協議，除非該等條款已於拍賣會前及/ 或於拍賣會上以口頭公佈形式被修訂，閣下可於圖錄後的附錄二查閱該協議。邦瀚斯 與買家的關係受該協議所規管。

2. 拍賣品

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

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

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

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

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

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

任何人士損毀拍賣品須承擔所導致的損失。

3. 拍賣品的說明及成交價估計

拍賣品的合約說明

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

成交價估計

在大部份情況下，成交價估計會刊載於資料旁邊。成交價估計僅為邦瀚斯代表賣家表達的意見，而邦瀚斯認為拍賣品相當可能會以該價成交；成交價估計並非對價值的估計。成交價估計並無計及任何應付稅項或買家費用。拍賣品實際成交價可能低於或高於成交價估計。閣下不應依賴任何成交價估計為拍賣品實際售價或價值的指標。

成交價估計採用拍賣會所用的貨幣單位。

狀況報告

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

賣家對閣下的責任

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

邦瀚斯 對閣下的責任

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

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

閣下不應假定已經進行該等查驗、調查或測試。

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

邦瀚斯 或其代表以任何形式說明拍賣品或任何成交價估計的陳述或申述概不納入買家協議內。

修改邦瀚斯可於拍賣會前或於拍賣會上以口頭或書面形式給予通知下，不時按邦瀚斯的酌情權決定修改說明及成交價估計。

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

4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

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

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

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

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

倘若設有底價，並假設底價所用的貨幣單位對成交價估計所用貨幣單位的匯率並無出現不利變動，底價通常不會高於圖錄所載的任何最低成交價估計。

任何拍賣品的買家為出價最高者（在符合任何適用的底價的情況下）並為拍賣人以敲打拍賣人槌子形式接納其出價的競投人。任何有關最高可接受出價的爭議由拍賣人以絕對酌情權決定。

所有競投出價須就拍賣人宣佈的實際拍賣品編號作出。

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

本公司謹此知會閣下，本公司可能為保安理由以及協助解決拍賣會上可能在出價方面產生的任何爭議，而以攝錄機錄影拍賣會作為記錄及可能將電話內容錄音。

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

5. 競投

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

即使已填妥競投表格，本公司仍有權拒絕任何人士進入拍賣會。

親自出席競投

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

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

拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

電話競投

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

以郵遞或傳真方式競投

缺席者及電話競投表格載於本圖錄後，閣下須填妥該表格並送交負責有關拍賣會的辦事處。由於在兩個或以上競投人就拍賣品遞交相同出價時，會優先接受最先收到的出價，因此，為閣下的利益起見，應盡早交回表格。無論如何，所有出價最遲須於拍賣會開始前24小時收到。請於交回閣下的缺席者及電話競投表格前，仔細檢查該表格是否已填妥並已由閣下簽署。閣下須負責查核本公司的競投辦事處是否已收到閣下的出價。此項額外服務屬免費及保密性質。閣下須承擔作出該等出價的風險，本公司不會就未能收到及/或代為出價而承擔任何責任。所有代閣下作出的出價會以盡可能最低的價格作出，惟須受拍賣品的底價及其他出價的規限。在適當時，閣下的出價會下調至最接近之金額，以符合拍賣人指定的出價增幅。新競投人在遞交出價時須提供身份證明，否則可導致閣下的出價不予受理。

網上競投

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

透過代理人競投

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

在上文規限下，倘若閣下是代表他人於拍賣會競投拍賣品，請知會本公司。同樣，倘若閣下擬委託他人代表閣下於拍賣會競投，亦請知會本公司，但根據閣下所填缺席者及電話競投表格而由本公司代為競投除外。假若本公司並無於拍賣會前以書面形式認可有關代理安排，則本公司有權假定該名於拍賣會上競投的人士是代表本身進行競投。因此，該名於拍賣會上競投的人士將為買家，並須負責支付成交價及買家費用以及有關收費。若本公司事先已認許閣下所代表的當事人，則我們會向閣下的主事人發出發票而非閣下。就代理代表其當事人作出的出價，本公司須事先獲得該當事人的身份證明及地址。有關詳情，請參與本公司的業務規則及聯絡本公司客戶服務部。

6. 買家與賣家及買家與邦瀚斯的合約

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

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

7. 買家費用及買家須支付的其他收費

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

買家須就本次拍賣會的拍賣品按以下費率支付買家費用：
成交價首800,000港元的25%
成交價800,001港元或以上部分的20%
成交價15,000,001港元或以上部分的12%

8. 稅項

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

9. 付款

於出價競投拍賣品前，閣下必須確保擁有可動用資金，以向本公司全數支付買價及買家費用（加稅項及任何其他收費及開支）。若閣下為成功競投人，閣下須於拍賣會後第二個工作日下午四時三十分前向本公司付款，以便所有款項於拍賣會後第七個工作日前已結清。閣下須以下列其中一種方法付款（所有支票須以Bonhams (Hong Kong) Limited）、邦瀚斯保留於任何時間更改付款條款的權利。除非本公司事先同意，由登記買家以外的任何人士付款概不接受。

由一家銀行的香港分行付款的私人港元支票：須待支票結清後，閣下方可領取拍賣品。

銀行匯票/本票：如閣下可提供適當身份證明，而這些資金源自您自己的帳戶，且本公司信納該匯票屬真實，本公司可容許閣下即時領取拍賣品；

現金：如所購得的拍賣品總值不超過HK\$80,000，閣下可以鈔票、錢幣為這次拍賣會上所購得的拍賣品付款。如所購得的拍賣品總值超過HK\$80,000，HK\$80,000以外的金額，敬請閣下使用鈔票、錢幣以外的方式付款；

銀行匯款：閣下可把款項電匯至本公司的信託帳戶。請註明閣下的號牌編號及發票號碼作為參考。本公司信託帳戶的詳情如下：

銀行：HSBC
地址：Head Office
1 Queen's Road Central, Hong Kong
帳戶名稱：Bonhams (Hong Kong) Limited-Client A/C
帳號：808 870 174001
Swift code: HSBCHKH1HKKH

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

香港銀行發出的扣帳卡：以此等卡支付拍賣品不會額外收費；

信用卡：美國運通卡、Visa、Mastercard卡及海外扣帳卡均可使用。請注意，以信用卡付款的話，將收取發票總額2%的附加費。我們建議，閣下在拍賣前可預先通知發卡銀行，以免您於付款時，由於需要確認授權而造成延誤。

中國銀聯（CUP）借記卡：如閣下使用中國銀聯借記卡1,000,000港元之內將不收取附加費，超過1,000,000港元之後的餘額將收取2%的附加費。

10. 領取及儲存

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

11. 運輸

有關這方面的問題，請向本公司負責拍賣會的客戶服務部門查詢。

12. 出口/貿易限制

閣下須單獨承擔符合與閣下購買拍賣品有關的香港所有出口及從海外進口的規例以及取得有關出口及/或進口許可證的責任。

各國對發出進出口許可證有不同的規定，閣下應了解所有有關的當地規定及條文。

倘若閣下未能或延誤取得該等許可證，閣下不可撤銷任何銷售，亦不容許閣下延遲全數支付拍賣品。

13. 瀕危野生動植物種國際貿易公約（「CITES」）

建議買家在需要從香港出口任何貨物到進口地時，了解適用的香港出口及海外進口規例。買家亦須注意，除非取得香港漁農自然護理署發出的CITES出口證，香港禁止出口任何以象牙、鯨魚骨、龜甲、犀牛角、珊瑚及其他受限制物品所做成的物品或包含該等原素的物品。辦理該等出口證可能需時八個星期。

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

14. 賣家及/或邦瀚斯的責任

除根據銷售合約賣家須對買家承擔的責任外，本公司或賣家（不論是疏忽或其他）概不對拍賣品說明或拍賣品的成交價估計的任何錯誤或錯誤說明或遺漏負責，而不論其是載於圖錄內或其他，亦不論是於拍賣會上或之前以口頭或書面形式作出。本公司或賣家亦不就任何業務、利潤、收益或收入上的損失，或聲譽受損，或業務受干擾或管理層或職工浪費時間，或任何種類的間接損失或相應產生的損害而承擔任何責任，而在任何情況下均不論指稱所蒙受損失或損害賠償的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約（如有）或法定責任、復還申索或其他而產生或就此而申索。

在任何情況下，倘若本公司及/或賣家就任何拍賣品或對任何拍賣品的說明或成交價估計，或任何拍賣品有關拍賣會的進行而須承擔責任，不論其是損害賠償、彌償或責任分擔，或復還補救責任或其他，本公司及/或賣家的責任（倘若本公司及賣家均須負責，雙方聯同負責）將限於於金額最高不超過拍賣品買價的款項，而不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約（如有）或法定責任或其他而產生。

上文所述不得解釋為排除或限制（不論直接或間接）本公司就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責的任何人士或本公司的疏忽）引致人身傷亡，或(iii)根據香港法例第314章僱用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任或(v)本公司根據買家協議第9段的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。此段同樣適用於賣家，猶如本段凡提述本公司均以賣家取代。

15. 損壞及修復

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

16. 書籍

如上文所述，拍賣品乃以其「現況」售予買家，附有以下拍賣品說明所列出的各種瑕疵、缺點及錯誤。然而，在買家協議第 11 段所列出的情況下，閣下有權拒絕領取書籍。請注意：購買包含印刷書籍、無框地圖及裝訂手稿的拍賣品，將無須繳付買家費用的增值稅。

17. 鐘錶

所有拍賣品均以拍賣時的「現況」出售；對於鐘錶狀況並沒有提供任何指引，並不代表該拍賣品狀況良好、毫無缺陷，或未曾維修、修復。大部份鐘錶在其正常使用期內都曾維修，並或裝進非原裝的配件。此外，邦瀚斯並不表述或保證鐘錶都在正常運轉的狀態中。由於鐘錶通常包含精細而複雜的機械裝置，競投人應當知悉鐘錶或需接受保養、更換電池或進行維修，以上全是買家的責任。競投人應當知悉勞力士、法穆蘭及崑崙等品牌的腕錶進口至美國是有嚴格限制的，或不能經船運而只能由個人帶進。

18. 珠寶

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過核證，買家有責任在付運前取得所有相關及規定的進出口執照、證明書及文件。買家未能成功將貨品運進美國，並不構成不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，很多寶石都經過一系列的處理去提升外觀。藍寶石及紅寶石慣常會作加熱處理以改良色澤及清晰度；為了類似原因，綠寶石會經過油或樹脂的處理。其他寶石則會經過如染色、輻照或鍍膜等的處理。此等處理有些是永久的，有些則隨著年月需要不斷維護以保持其外觀。競投人應當知悉估計拍賣品的成交價時，已假設寶石或接受過該等處理。有數家鑑定所可發出說明更詳盡的證書；但就某件寶石所接受的處理與程度，不同鑑定所的結論並不一定一致。倘若邦瀚斯已取得有關任何拍賣品的相關證書，此等內容將於本圖錄裡披露。雖然根據內部政策，邦瀚斯將盡力為某些寶石提供認可鑑定所發出的證書，但要為每件拍賣品都獲取相關證書，實際上並不可行。倘若本圖錄裡並沒有刊出證書，競投人應當假設該等寶石已經過處理。邦瀚斯或賣家任何一方在任何拍賣品出售以後，即使買家取得不同意見的證書，也概不負責。

估計重量

如該寶石重量在本圖錄內文裡以大寫字母顯示，表明該寶石未經鑲嵌，並且是由邦瀚斯稱重量的。如果該寶石的重量以「大約」表示，以及並非以大寫字母顯示，表明該寶石由我們依據其鑲嵌形式評估，所列重量只是我們陳述的意見而已。此資料只作為指引使用，競投人應當自行判別該資料的準確度。

署名

1. 鑽石胸針，由辜青斯基製造
當製造者的名字出現在名稱裡，邦瀚斯認為該物件由該製造者製作。

2. 鑽石胸針，由辜青斯基署名
邦瀚斯認為有署名的該是真品，但可能包含非原裝的寶石，或該物件經過改動。

3. 鑽石胸針，由辜青斯基裝嵌
邦瀚斯認為物件由該珠寶商或寶石匠創作，但所用寶石或設計是由客戶提供的。

19. 圖畫

拍賣品圖錄詞彙解釋

以下詞彙在本圖錄裡有下列意義，但以銷售合約內跟拍賣品說明相關的一般條文為準：

「**巴薩諾**」：我們認為這是該藝術家的作品。倘若該藝術家的名字不詳，其姓氏後附有一串星號，不

論前面有沒有列出名字的首字母，表示依我們的意見這乃是該藝術家的作品；

「**出自巴薩諾**」：我們認為這很可能是該藝術家的作品，但其確定程度不如上一個類別那麼肯定；

「**巴薩諾畫室/ 工作室**」：我們認為這是該藝術家畫室裡不知名人士的作品，是否由該藝術家指導下創作則不能確定；

「**巴薩諾圈子**」：我們認為這是由與該藝術家關係密切的人士所創作，但不一定是其弟子；

「**巴薩諾追隨者**」：我們認為這是以該藝術家風格創作的畫家的作品，屬當代或接近當代的，但不一定是其弟子；

「**巴薩諾風格**」：我們認為這是該藝術家風格的、並且屬較後期的作品；

「**仿巴薩諾**」：我們認為這是該藝術家某知名畫作的複製作品；

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

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

20. 瓷器及玻璃

損毀及修復

在本圖錄裡，作為閣下的指引，在切實可行的範圍內，我們會詳細記述所有明顯的瑕疵、裂痕及修復狀況。此等實際的損毀說明不可能作為確定依據，而且提供狀況報告後，我們不保證該物件不存在其他沒有提及的瑕疵。競投人應當透過親自檢查而自行判別每件拍賣品的狀況。請參閱刊載於本圖錄裡的銷售合約。由於難以鑑別玻璃物件是否經過磨光，本圖錄內的參考資料只列出清晰可看的缺口與裂痕。不論程度嚴重與否，磨光狀況均不會提及。

21. 葡萄酒

凡在本公司總部拍賣場的以及需繳納增值稅的拍賣品，或不能立刻領取。

檢驗葡萄酒

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

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

酒塞與缺量

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

15 年以下一瓶頸內或少於 4 厘米

15-30 年一瓶肩頂部 (ts) 或最多 5 厘米

30 年或以上一瓶肩高處 (hs) 或最多 6 厘米

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

批量購買的選擇

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

拍賣品時，缺席的競投人最好能從第一批開始競投。

酒瓶細節及酒箱詞彙

本圖錄內下列詞彙有以下的意義：

CB — 酒莊瓶裝
DB — 葡萄園瓶裝
EstB — 莊園瓶裝
BB — 波爾多瓶裝
BE — 比利時瓶裝
FB — 法國瓶裝
GB — 德國瓶裝
OB — 奧波爾圖瓶裝
UK — 英國瓶裝
owc — 原裝木箱
iwc — 獨立木箱
oc — 原裝紙板箱

符號

以下符號表明下列情況：

- Y 當出口這些物件至歐盟以外地方，將受瀕危野生動植物種國際貿易公約規限，請參閱第 13 條。
- ~ 請注意，受最近立法影響，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過核證。
- 賣家獲邦瀚斯或第三方保證能取得拍賣品的最低價格。第三方或會因此提供一個不可撤銷的出價；如銷售成功，該第三方將可獲利，否則將有損失。
- ▲ 邦瀚斯全部或部份擁有該拍賣品，或以其他形式與其經濟利益相關。
- Ⓞ 此拍賣品包含象牙或是象牙製品。美國政府已禁止象牙製品入境。

22. 語言

本競投人通告以中英文刊載。如就譯本競投人通告有任何爭議，以英文條款為本。

保障資料 - 閣下資料的用途

本公司以提供服務為目的，本公司取得有關閣下的個人資料（就本段而言，此詞僅包括閣下的僱員及高級職員，如有）。閣下同意本公司以該等資料作下述用途。

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

本公司將保留閣下的資料為期五年，由閣下最後與我們聯繫的日期起計，以便簡化任何日後再辦理登記時的手續。該等資料可轉移及儲存於香港以外地方，而閣下同意此轉移。閣下有權要求不以閣下的資料作此等用途，有關要求請聯絡 Bonhams (Hong Kong) Ltd (就香港法例第 486 章個人資料（私隱）條例而言，為資料的使用者）（地址：Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom）或以電郵聯絡 client.services@bonhams.com。

附錄一

銷售合約

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

根據本合約，賣家對拍賣品的質量、任何用途的適用性及其與說明是否一致而須承擔有限的責任。本

公司強烈建議閣下於購買拍賣品前親自查看拍賣品，及/或尋求對拍賣品進行獨立的查驗。

1 合約

1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。

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

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

1.4 拍賣人就閣下的出價落槌即表示成交時，本合約即告成立。

2 賣家的承諾

2.1 賣家向閣下承諾：

2.1.1 賣家為拍賣品的擁有人或由擁有人正式授權出售拍賣品；

2.1.2 除在圖錄內所載有關拍賣品的資料有披露以外，賣家出售的拍賣品將附有全面所有權的保證，或如果賣家為遺囑執行人、受託人、清盤人、接管人或管理人，則他擁有因該身份而附於拍賣品的任何權利，業權或權益。

2.1.3 除非賣家為遺囑執行人、受託人、清盤人、接管人或管理人，賣家在法律上有權出售拍賣品，及能授予閣下安寧地享有對拍賣品的管有。

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

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

3 拍賣品的說明

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

3.2 除第2.1.5段的規定外，對於可能由賣家或代表賣家（包括由邦瀚斯）作出有關拍賣品的任何說明或其任何成交價估計，賣家並無作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述或承諾任何謹慎責任。該等說明或成交價估計一概不納入本銷售合約。

4 對用途的合適程度及令人滿意的品質
4.1 賣家並無亦無同意對拍賣品的令人滿意品質或其就任何用途的合適程度作出任何合約允諾、承諾、責任、擔保、保證或事實陳述。

4.2 對於拍賣品的令人滿意品質或其就任何用途的合適程度，不論是香港法例第26章貨品售

賣條例所隱含的承諾或其他，賣家毋就違反任何承諾而承擔任何責任。

5 風險、產權及所有權

5.1 由拍賣人落槌表示閣下投得拍賣品起，拍賣品的風險即轉由閣下承擔。不管閣下是否已向邦瀚斯或儲存承辦商閣下作為買家與儲存承辦商另有合約領取拍賣品，賣家隨即無須負責。由拍賣人落槌起至閣下取得拍賣品期間，閣下須就拍賣品的任何損傷、遺失及損壞而產生的所有索償、程序、費用、開支及損失，向賣家作出彌償並使賣家獲得仕數彌償。

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

6 付款

6.1 在拍賣人落槌表示閣下投得拍賣品後，閣下即有責任支付買價。

6.2 就支付買價及閣下應付予邦瀚斯的所有其他款項而言，時限規定為要素。除非閣下與邦瀚斯（代表賣家）以書面另有協定（在此情況下，閣下須遵守該協議的條款），閣下必須最遲於拍賣會後第二個工作日下午四時三十分，以拍賣會採用的貨幣向邦瀚斯支付所有該等款項，閣下並須確保款項在拍賣會後第七個工作日前已結清。閣下須採用在競投人通告所述的其中一種方法向邦瀚斯付款，閣下與邦瀚斯以書面另有協定除外。倘若閣下未有根據本段支付任何應付款項，則賣家將享有下文第8段所述的權利。

7 領取拍賣品

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

7.2 賣家有權保持管有閣下同一或任何另外的拍賣會向閣下出售的任何其他拍賣品，不論其目前是否由邦瀚斯管有，直至以已結清款項全數支付該拍賣品的買價及閣下應付予賣家及/或邦瀚斯的所有其他款項為止。

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

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

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

8 未有支付拍賣品的款項

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

8.1.1 因閣下違反合約而即時終止銷售合約；

8.1.2 在給予閣下七日書面通知，知會閣下擬重新出售拍賣品後，以拍賣、私人協約或任何其他方式重新出售拍賣品；

8.1.3 保留拍賣品的管有權；

8.1.4 遷移及儲存拍賣品，費用由閣下承擔；

8.1.5 就閣下於銷售合約所欠的任何款項及/或違約的損害賠償，向閣下採取法律程序；

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

8.1.7 取回並未成為閣下財產的拍賣品（或其任何部份）的管有權，就此而言（除非買家作為消費者向賣家購買拍賣品而賣家於業務過程中出售該拍賣品），閣下謹此授予賣家不可撤銷特許，准許賣家或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是是否連同汽車），以取得拍賣品或其任何部份的管有權；

8.1.8 保留賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售的任何其他財產的管有權，直至根據銷售合約應付的所有款項已以結清款項全數支付為止；

8.1.9 保留由賣家及/或邦瀚斯（作為賣家的受託保管人）因任何目的（包括但不限於其他已售予閣下的貨品）而管有的閣下任何其他財產的管有權，並在給予三個月書面通知下，不設底價出售該財產，以及把因該等出售所得而應付閣下的任何款項，用於清償或部份清償閣下欠賣家或邦瀚斯的任何款項；及

8.1.10 只要該等貨品仍然由賣家或邦瀚斯作為賣家的受託保管人管有，撤銷賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售任何其他貨品的銷售合約，並把已收到閣下就該等貨品支付的任何款項，部份或全部用於清償閣下欠賣家或邦瀚斯的任何款項。

8.2 就因邦瀚斯根據本第8段採取行動而招致賣家負上的所有法律及其他強制執行費用、所有損失及其他開支及費用（包括為獲發還拍賣品而應付邦瀚斯的任何款項）（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（於頒布判決或命令之前及之後）向賣家作出彌償，利息按第8.1.6段的利率由賣家應支付款項日期起計至閣下支付該款項的日期止。

8.3 於根據第8.1.2段重新出售拍賣品後，賣家須把任何在支付欠負賣家或邦瀚斯的所有款項後所餘下的款項，於其收到該等款項的二十八日內交還閣下。

9 賣家的責任

9.1 在拍賣人落槌表示拍賣品成交後，賣家無須再就拍賣品所引致的任何損傷、損失或損害負責。

9.2 在下文第9.3至9.5段的規限下，除違反第2.1.5段所規定的明確承諾外，不論是根據香港法例第26章貨品售賣條例而顯示的條款或其他，賣家無須就違反拍賣品須與拍賣品的任何說明相應的條款而負責。

9.3 就賣家或其代表於本協議之前或之後或於拍賣會之前或進行期間，所作出（不論是以書面，包括在圖錄或網站，或口頭形式或以行為或其他）的任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，賣家均無須承擔任何相關的責任（不論為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任，或任何其他責任）。

9.4 就買家或買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或聲譽受損，或業務受干擾或浪費時間，或任何種類的間接損失或相應產生的損害，賣家均無須承擔任何相關的責任，不論該指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約、法定責任、復還申索或其他而產生或就此而申索；

9.5	在任何情況下，倘若賣家就拍賣品，或任何其他就拍賣品所作的作為、不作為、陳述、或申述，或就本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或以其他任何形式，賣家的責任將限於支付金額最高不超過拍賣品買價的款項，不論該損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。	11	規管法律	個工作日下午四時三十分向本公司支付：
		11.1	法律	3.1.1 拍賣品的買價；
			本協議下的所有交易以及所有有關事宜，均受香港法例規管並據其解釋。	3.1.2 按照競投人通告規定費率的買家費用；及
		11.2.	語言	3.1.3 若拍賣品註明[AR]，一項按照競投人通告規定計算及支付的額外費用，連同該款項的增值稅（如適用），所有應付本公司款項須於拍賣會後七个工作日或之前以已結清款項收悉。
9.6	上文9.1至9.5段所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因賣家疏忽（或因賣家所控制的任何人士或賣家在法律上須代其負責任的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章僱用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。	附錄二	買家協議	3.2 根據本協議，閣下亦須應要求向本公司支付任何開支。
			重要事項： 此等條款可能會於向閣下出售拍賣品前予以修訂，修訂的方式可以在目錄載列不同的條款，及/或於圖錄加入插頁，及/或於拍賣會場地上以通告，及/或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。	3.3 除非本公司以書面方式另行同意，所有款項必須以拍賣會所用貨幣，按競投人通告所列其中一種方法支付。本公司發票只發給登記競投人，除非競投人乃作為指明主事人的代理，且本公司已認可該安排，在該情況下，本公司會將發票發給主事人。
10	一般事項	1	合約	3.4 除非本協議另有規定，所有應付本公司款項須按適當稅率繳付稅項，閣下須就所有該等款項支付稅款。
10.1	閣下不得轉讓銷售合約的利益或須承擔的責任。	1.1	此等條款規管乃邦瀚斯個人與買家的合約，買家即拍賣人落槌表示其投得拍賣品的人士。	3.5 本公司可從閣下付給本公司的任何款項中，扣除並保留有關拍賣品的買家費用、賣家應付的佣金、任何開支及稅項以及任何賺得及/或產生的利息，利益歸本公司，直至將款項付予賣家時止。
10.2	倘若賣家未能或延遲強制執行或行使任何銷售合約下的權力或權利，這不得作為或視其作為賣家放棄其根據銷售合約所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響賣家其後強制執行根據銷售合同所產生任何權利的能力。	1.2	拍賣會圖錄內附錄三所載的釋義及詞彙已納入本協議，本公司可應要求提供獨立的版本。目錄內所收錄的詞語及用詞在本協議內以斜體刊載。本協議提述刊印於拍賣會圖錄開始部份的競投人通告的資料，而該等被提述的資料已納入本協議。	3.6 就向本公司支付應付的任何款項而言，時限規定為要素。倘若閣下未能按照本第3段向本公司支付買價或任何其他應付本公司款項，本公司將擁有下文第7段所載的權利。
10.3	倘銷售合約任何一方，因在合理控制範圍以外的情況下而無法履行該訂約方根據銷售合約的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第6段對閣下施加的責任。	1.3	於拍賣人落槌表示閣下投得拍賣品時，閣下與賣家就拍賣品的銷售合約即告訂立，而在那時刻，閣下與邦瀚斯亦已按本買家協議條款訂立另一份獨立合約。	3.7 若閣下投得多項拍賣品，本公司收到閣下的款項將首先用於按比例支付每項拍賣品的買價，然後按比例支付應付邦瀚斯的所有款項。
10.4	銷售合約下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以第一類郵件或空郵或以傳真方式發送，並就賣家而言，發送至圖錄所載邦瀚斯的地址或傳真號碼（註明交公司秘書收），由其轉交賣家；而就閣下而言，則發送至競投表格所示的買家地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須有責任確保其清晰可讀並於任何適用期間內收到。	1.4	本公司乃作為賣家的代理行事，無須就賣家之任何違約或其他失責而對閣下負責或承擔個人責任，邦瀚斯作為主事人出售拍賣品除外。	4 領取拍賣品
10.5	倘若銷售合約的任何條款或任何條款任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響該合同其餘條款或有關條款其餘部份的強制執行能力或有效性。	1.5	本公司對閣下的個人責任受本協議規管，在下文條款所規限下，本公司同意下列責任：	4.1 在賣家或本公司可拒絕向閣下發放拍賣品的任何權力規限下，閣下一旦以已結清款項向賣家及本公司支付應付的款項後，本公司可即向閣下或按閣下的書面指示發放拍賣品。領取拍賣品時，必須出示從本公司的出納員的辦公室取得已加蓋印章的發票，方獲發行。
10.6	銷售合約內凡提述邦瀚斯均指，倘適用，包括邦瀚斯的高級職員、僱員及代理。	1.5.1	本公司會按照第5段儲存拍賣品，直至競投人通告所指定的日期及時間或另行通知閣下為止；	4.2 閣下須按競投人通告指定的日期及時間，自費領取拍賣品，倘未有指定任何日期，則為拍賣會後第七日下午四時三十分或之前。
10.7	銷售合約內所用標語僅為方便參考而設，概不影響合約的詮釋。	1.5.2	在賣家或本公司拒絕向閣下發放拍賣品的任何權力所規限下，本公司會於閣下以已結清款項向本公司及賣家所須支付之所有款項後，即按照第4段向閣下發放拍賣品；	4.3 於第4.2段所述的期間內，可按競投人通告指定的日期及時間到競投人通告所述地址領取拍賣品。其後拍賣品可能遷移至其他地點儲存，屆時閣下必須向本公司查詢可在何時何地領取拍賣品，儘管此資料通常會列於競投人通告內。
10.8	銷售合約內「包括」一詞指「包括，但不限於」。	1.5.3	本公司會按照第9段所載條款提供擔保。	4.4 若閣下未有於競投人通告指定的日期領取拍賣品，則閣下授權本公司作為閣下代理，代表閣下與儲存承辦商訂立合約（「儲存合約」），條款及條件按邦瀚斯當時與儲存承辦商協定（可應要求提供副本）的標準條款及條件儲存拍賣品。倘拍賣品儲存於本公司物業，則須由第4.2段所述期間屆滿起，按本公司目前的每日收費（目前最低為每項拍賣品每日50港元另加稅項）支付儲存費，該等儲存費為本公司開支的一部份。
10.9	單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。	2	履行銷售合約	4.5 於直至閣下已全數支付買價及任何開支為止，拍賣品將由本公司作為賣家的代理持有，或由儲存承辦商作為賣家及本公司的代理按照儲存合約的條款持有。
10.10	凡提述第某段，即指銷售合約內該編號的段落。		閣下個人向本公司承諾，閣下將遵守及遵從閣下根據拍賣品銷售合約對賣家的所有責任及承諾。	4.6 閣下承諾遵守任何儲存合約的條款，尤其是支付根據任何儲存合約應付的收費（及所有搬運拍賣品入倉的費用）。閣下確認並同意，於直至閣下已支付買價、任何開支及所有儲存合約下的收費為止，閣下不得從儲存承辦商的物業領取拍賣品。
10.11	除第10.12段有明確規定外，銷售合約概無賦予（或表示賦予）非銷售合約訂約方的任何人士，任何銷售合約條款所賦予的利益或強制執行該等條款的權利。	3	付款	
10.12	銷售合約凡賦予賣家豁免、及/或排除或限制其責任時，邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後繼公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。	3.1	除非閣下與本公司另有書面協定或競投人通告另有規定外，閣下最遲須於拍賣會後第二	

4.7	閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。	售的貨品)而管有的閣下任何其他財產不設底價出售，並把因該等出售所得而應予閣下的任何款項，用於支付或部份支付閣下欠負本公司的任何款項；	以識別該拍賣品。
4.8	倘閣下未有按照第4.2段提走拍賣品，閣下須全面負責本公司涉及的任何搬運、儲存或其他收費（按照本公司的目前收費率）及任何開支（包括根據儲存合約的任何收費）。所有此等款項須於本公司要求時由閣下支付，並無論如何，於閣下或閣下的代表領取拍賣品前必須支付。	7.1.11 於日後拍賣會拒絕為閣下登記，或於日後任何拍賣會拒絕閣下出價，或於日後任何拍賣會在接受任何出價前要求閣下先支付按金，在該情況下，本公司有權以該按金支付或部份支付（視情況而定）閣下為買家的任何拍賣品的買價。	9.3 於下述情況下，第9段不適用於廢品： 9.3.1 圖錄所載有關該拍賣品的資料已反映當時學者及專家的公認意見，或已公平地指出該等意見有衝突，或已反映公認為有關範疇主要專家在當時的意見；或
5	拍賣品儲存	7.2 就因本公司根據本第7段採取行動而招致的所有法律及其他費用、所有損失及其他開支（不論是否已採取法律行動），閣下同意按全數賠償基準並連同其利息（於頒布判決或命令之前及之後）向本公司作出彌償，利息按第7.1.5段訂明的利率由本公司應支付款項日期起計至閣下支付該款項的日期止。	9.3.2 僅可採用於刊印圖錄日期前一般不會採用的方法才能確定拍賣品為廢品，或採用的確定方法在所有情況下本公司若採用則屬不合理。
6	本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）為止，以較早日期為準，並在第6及第10段規限下，作為受託保管人而就拍賣品的損壞或損失或毀壞向閣下負責（儘管在支付買價前，拍賣品仍未為閣下的財物）。若閣下於競投人通告所規定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）前仍未領取拍賣品，本公司可將拍賣品遷往另一地點，有關詳情通常會載於競投人通告內。倘若閣下未有按第3段就拍賣品付款，而拍賣品被移送至任何第三者物業，則該第三者會嚴格地以邦翰斯為貨主而持有拍賣品，而本公司將保留拍賣品留置權，直至已按照第3段向本公司支付所有款項為止。	7.3 倘閣下僅支付部份應予本公司的款項，則該等付款將首先用於支付該拍賣品的買價（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買價），然後支付買家費用（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買家費用），再然後用以支付應予本公司的任何其他款項。	9.4 閣下授權本公司在絕對酌情權下決定採取本公司認為要讓本公司信納拍賣品並非廢品而必需進行的程序及測試。
6	對拍賣品的責任	7.4 本公司根據本第7段的權利出售任何拍賣品所收到的款項，於支付應予本公司及/或賣家的所有款項後仍由本公司持有的餘款，將於本公司收到該等款項的二十八日內交還閣下。	9.5 倘本公司信納拍賣品為廢品，本公司會（作為主事人）向閣下購買該拍賣品，而閣下須按照香港法例第26章貨品售賣條例第14(1)(a)及14(1)(b)條規定，向本公司轉讓有關拍賣品的所有權，並附有全面所有權的保證，不得有任何留置權、質押、產權負擔及敵對申索，而本公司將向閣下支付相等於閣下就拍賣品已支付的買價、買家費用、稅項及開支總數的款項。
6.1	待閣下向本公司支付買價後，拍賣品的所有權方會移交閣下。然而，根據銷售合約，拍賣品的風險則由閣下投得拍賣品之時起由閣下承擔。	8 其他人士就拍賣品的申索	9.6 第9段的利益為僅屬於閣下個人的利益，閣下不能將其轉讓。
6.2	閣下應於拍賣會後盡快為拍賣品投買保險。	8.1 倘本公司知悉除閣下及賣家外有人就拍賣品提出申索（或可合理地預期會提出申索），本公司有絕對酌情權決定以任何方式處理拍賣品，以確立本公司及其他涉及人士的合法權益及在法律上保障本公司的地位及合法權益。在不損害該酌情權的一般性原則下，並作為舉例，本公司可：	9.7 倘若閣下出售或以其他方式出售閣下於拍賣品的權益，則根據本段的所有權利及利益即告終止。
7	未能付款或提取拍賣品及部份付款	8.1.1 保留拍賣品以調查就拍賣品提出或本公司合理地預期會提出的任何問題；及/或	9.8 第9段不適用於由或包括一幅或多幅中國畫、一輛或多輛汽車、一個或多個郵票或一本或多本書籍構成的拍賣品。
7.1	倘若應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（在不損害本公司可代賣家行使的任何權利下），而無須另行通知閣下：	8.1.2 向閣下以外的其他人士交付拍賣品；及/或	10 本公司的責任
7.1.1	因閣下違反合約而即時終止本協議；	8.1.3 展開互爭權利訴訟或尋求任何法院、調解人、仲裁人或政府機關的任何其他命令；及/或	10.1 就本公司或代表本公司或賣家或代表賣家於本協議之前或之後或於拍賣會之前或之上，所作出（不論是以書面，包括在圖錄或邦翰斯的網站上或口頭形式或以行為或其他）任何拍賣品說明或資料或拍賣品的成交估價計，出現不符合或不準確、錯誤、錯誤說明或遺漏，本公司無須就此而承擔任何責任，不論是否為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任。
7.1.2	保留拍賣品的管有權；	8.1.4 就採取閣下同意的行動，要求閣下提供彌償保證及/或抵押品。	10.2 當拍賣品由閣下承擔風險時及/或當拍賣品已成為閣下的財產並由本公司保管及/或控制時，本公司對閣下之責任限於對閣下行使合理程度的謹慎，惟本公司無須就因下述原因對拍賣品或其他人士或物件造成的損害負責：
7.1.3	遷移及/或儲存拍賣品，費用由閣下承擔；	8.2 第8.1段所述的酌情權：	10.2.1 處理拍賣品，倘若於向閣下出售時拍賣品已受到蟲蛀，而任何損壞乃由於拍賣品受蟲蛀所導致；或
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；	8.2.1 可於本公司對拍賣品擁有實際或推定管有權時隨時行使，或倘若該管有權因法院、調解人、仲裁人或政府機關的任何判決、命令或判決而終止，於該管有權終止後隨時行使；及	10.2.2 大氣壓力改變；
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；	8.2.2 除非本公司相信該申索真正有希望成為有良好爭辯理據的個案，否則不會行使。	本公司亦不就以下負責：
7.1.6	取回並未成為閣下財產的拍賣品（或其任何部份）管有權，就此而言，閣下謹此授予本公司不可撤銷特許，准許本公司或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是否連同汽車），以取得拍賣品（或其任何部份）的管有權；	9 廢品	10.2.3 弦樂器的損壞；或
7.1.7	在給予閣下三個月書面通知，知會閣下本公司擬出售拍賣品後，以拍賣、私人協約或任何其他方式按不設底價形式出售拍賣品；	9.1 本公司根據本第9段的條款就任何廢品承擔個人責任。	10.2.4 金箔畫架、石膏畫架或畫架玻璃的的損壞；而倘若拍賣品構成或變為有危險，本公司可以其認為適合的方法予以棄置而無須事先通知閣下，而本公司無須就此對閣下負責。
7.1.8	保留由本公司因任何目的（包括，但不限於，其他已售予閣下或交予本公司出售的貨品）而管有的閣下任何其他財產的管有權，直至所有應付本公司款項已全數支付為止；	9.2 第9段僅於以下情況適用：	10.3 就買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或業務聲譽受損，或業務受干擾或浪費時間，或倘若閣下於業務過程中購買拍賣品，就任何種類的間接損失或相應產生的損害，本公司均無須向閣下承擔任何相關的責任，不論指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生或就此而申索。
7.1.9	以本公司因任何目的而收到的閣下款項，無論該等款項於閣下失責時或其後任何時間收到，用作支付或部份支付閣下於本協議下應予本公司的任何款項；	9.2.1 閣下為本公司就拍賣品發出原有發票的抬頭人，而該發票已被支付；及	10.4 在任何情況下，倘若本公司就拍賣品，或任
7.1.10	在給予三個月書面通知下，把本公司因任何目的（包括其他已售予閣下或交予本公司出	9.2.2 閣下於知悉拍賣品為或可能為廢品後，在合理地切實可行範圍內盡快，並無論如何須於拍賣會後一年內，以書面通知本公司拍賣品為廢品；及	
		9.2.3 於發出該通知後一個月內，閣下把拍賣品退回本公司，而拍賣品的狀況須與拍賣會時的狀況一樣，並連同證明拍賣品為廢品的書面證明，以及有關拍賣會及拍賣品編號的資料	

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

閣下宜購買保險以保障閣下的損失。

10.5 上文所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章佔用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，或(v)本公司根據此等條件第9段的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。

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任。

11.2 倘若本公司未能或延遲強制執行或行使任何本協議下的權力或權利，這不得作為或視其作為本公司放棄根據本協議所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響本公司其後強制執行根據本協議所產生任何權利的能力。

11.3 倘本協議任何一方，因在其合理控制範圍以外的情況下而無法履行該訂約方根據本協議的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第3段對閣下施加的責任。

11.4 本協議下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以掛號郵件或空郵或以傳真方式（如發給邦翰斯，註明交公司秘書收），發送至合約表格所示有關訂約方的地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須確保其清晰可讀並於任何適用期間內收到。

11.5 倘若本協議的任何條款或任何條款中的任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響本協議其餘條款或有關條款其餘部份的強制執行能力或有效性。

11.6 本協議內凡提及邦翰斯均指，倘適用，包括邦翰斯的高級職員、僱員及代理。

11.7 本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。

11.8 本協議內「包括」一詞指「包括，但不限於」。

11.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。

11.10 凡提及第某段，即指本協議內該編號的段落。

11.11 除第11.12段有明確規定外，本協議概無賦予（或表示賦予）非本協議訂約方的任何人士，任何本協議條款所賦予的利益或強制執行該等條款的權利。

11.12 本協議凡賦予賣家豁免、及/或排除或限制邦翰斯責任時，邦翰斯的控股公司及該控股公司的附屬公司，邦翰斯及該等公司的後繼公司及承讓公司，以及邦翰斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓入亦可享有同樣的法律上利益。

12 規管法律

12.1 法律

本協議下的所有交易以及所有有關事宜，均受香港法例規管並根據其解釋。

12.2 語言

本買家協議以中英文刊載。如就詮釋本買家協議有任何爭議，以英文條款為本。

保障資料 — 閣下資料的用途

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

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

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

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

附錄三

釋義及詞彙

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

釋義

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

「**拍賣人**」主持拍賣會的邦翰斯代表。

「**競投人**」已填妥競投表格的人士。

「**競投表格**」本公司的競投人登記表格、缺席者及電話競投表格。

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

「**書籍**」於專門書籍拍賣會提供以作銷售的印刷書籍。

「**業務**」包括任何行業、業務及專業。

「**買家**」拍賣人落槌表示由其投得拍賣品的人士。於銷售合約及買家協議內，買家亦稱為「閣下」。

「**買家協議**」邦翰斯與買家訂立的合約（見圖錄內附錄二）。

「**買家費用**」以成交價按競投人通告訂明的費率計算的款項。

「**圖錄**」有關拍賣會的圖錄，包括任何於本公司網站刊載的圖錄陳述。

「**佣金**」賣家應付予邦翰斯的佣金，按照合約表格訂明的費率計算。

「**狀況報告**」由邦翰斯代表賣家向競投人或潛在競

投人提供有關拍賣品狀況的報告。

「**寄售費**」賣家應付予邦翰斯的費用，按照業務規則訂明的費率計算。

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

「**銷售合約**」賣家與買家訂立的銷售合約（見圖錄內附錄一）。

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

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

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

「**成交價估計**」本公司對成交價可能範圍的意見的陳述。

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

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

「**保證**」在任何贗品上邦翰斯對買家全力承擔的責任，以及在專門郵票拍賣會及/或專門書籍拍賣會當中，根據買家協議內訂立，由郵票或書籍組成的拍賣品。

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

「**香港**」中華人民共和國香港特別行政區。

「**遺失或損壞保證**」指業務規則第8.2.1段所述的保證。

「**遺失或損壞保證費用**」指業務規則第8.2.3段所述的費用。

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

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

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

「**名義收費**」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。

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

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

「**競投人通告**」刊印於本公司圖錄前部的通告。

「**買價**」成交價與成交價的稅項相加的總數。

「**底價**」拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）。

「**拍賣會**」由邦翰斯提供以作銷售拍賣品的拍賣會。

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

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

「**專家查驗**」由專家對拍賣品進行目視查驗。

「**郵票**」指於專門郵票拍賣會提供以作銷售的郵

票。

「**標準查驗**」由並非專家的邦翰斯職員對拍賣品進行目視查驗。

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

「**儲存承辦商**」於圖錄指明的公司。

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

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「**信託帳戶**」邦翰斯的銀行帳戶，就任何拍賣品所收買價的所有有關項款均收入該帳戶，該帳戶為與邦翰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的邦翰斯網站。

「**撤銷通知**」賣家向邦翰斯發出的書面通知，以撤銷由邦翰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，每份售賣合約均有一

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

(b) 一項隱含的保證條款：該等貨品並無任何在訂立合約前未向買方披露或未為買方所知的押記或產權負擔，而在產權轉移前亦不會有這樣的押記或產權負擔；此外，買方將安寧地享有對該等貨品的管有，但如對該項管有的干擾是由有權享有已向買方披露或已為買方所知的任何押記或產權負擔的利益的擁有人或其他有權享有該等利益的人作出的，則不在此限。

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

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

(b) 一項隱含的保證條款：下列人士不會干擾買方安寧地管有貨品—

(i) 賣方；及

(ii) 如合約雙方的意向是賣方只轉讓第三者的所有權，則該第三者；及

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

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First Name	Last Name
Company name (to be invoiced if applicable)	
Address	
City	County / State
Post / Zip code	Country
Telephone mobile	Telephone daytime
Telephone evening	Fax
Preferred number(s) in order for Telephone Bidding (inc. country code)	
E-mail (in capitals)	
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.	
I am registering to bid as a private buyer <input type="checkbox"/>	I am registering to bid as a trade buyer <input type="checkbox"/>
Please note that all telephone calls are recorded.	Please tick if you have registered with us before <input type="checkbox"/>

Important

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

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

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

Your signature:	Date:
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* 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

Bonhams

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號牌 (僅供本公司填寫)

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」載有關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，可能導致本公司未能處理閣下的競投。如閣下競投高價的拍賣品，本公司可能要求閣下提供銀行信用證明。

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)

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

拍賣會標題: Imperial Splendour	拍賣會日期: 3 December 2015
拍賣會編號: 23440	拍賣會場地: 香港 Hong Kong
如閣下未能親身出席拍賣會，請最遲於拍賣會前24小時提供閣下欲競投的拍賣品詳情。競投將被下調至最接近的競投增幅。請參閱圖錄中「競投者須知」內有關指示邦瀚斯代表閣下執行電話、網上或書面競投的進一步資料。邦瀚斯將代表閣下盡力執行該等競投，但本公司並不對任何錯誤或未能執行競投承擔責任。	
一般競投價遞增幅度 (港元):	
\$10,000 - 20,000.....按 1,000s	\$200,000 - 500,000.....按 20,000 / 50,000 / 80,000s
\$20,000 - 50,000.....按 2,000 / 5,000 / 8,000s	\$500,000 - 1,000,000.....按 50,000s
\$50,000 - 100,000.....按 5,000s	\$1,000,000 - 2,000,000.....按 100,000s
\$100,000 - 200,000.....按 10,000s	\$2,000,000以上.....由拍賣官酌情決定
拍賣官可隨時酌情決定把任何競投價拆細。	
客戶編號	稱銜
名	姓
公司名稱 (如適用的話將作為發票收票人)	
地址	
城市	縣 / 郡
郵編	國家
流動電話	日間電話
夜間電話	傳真
競投電話號碼 (包括電話國家區號)	
電郵 (大楷)	
閣下倘若提供以上電郵地址，代表授權邦瀚斯可把跟拍賣會、市場資料與消息相關的信息發送至此電郵地址。邦瀚斯不會售賣或與第三方交換此電郵地址資料。	
本人登記為私人客戶 <input type="checkbox"/>	本人登記為交易客戶 <input type="checkbox"/>
請注意所有電話對話將被錄音	
以往曾於本公司登記 <input type="checkbox"/>	

重要提示

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

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

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

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

進行付款的戶口持有人名稱必須與發票及「拍賣登記表格」上所列的名稱相同。

請將填妥的「拍賣登記表格」及所需資料電郵或傳真至:

香港金鐘道88號太古廣場二座1122室客戶服務部 電話: +852 2918 4321 傳真: +852 2918 4320, info.hk@bonhams.com

香港金鐘道88號太古廣場二座1122室Bonhams (Hong Kong) Limited. 公司編號1426522





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