

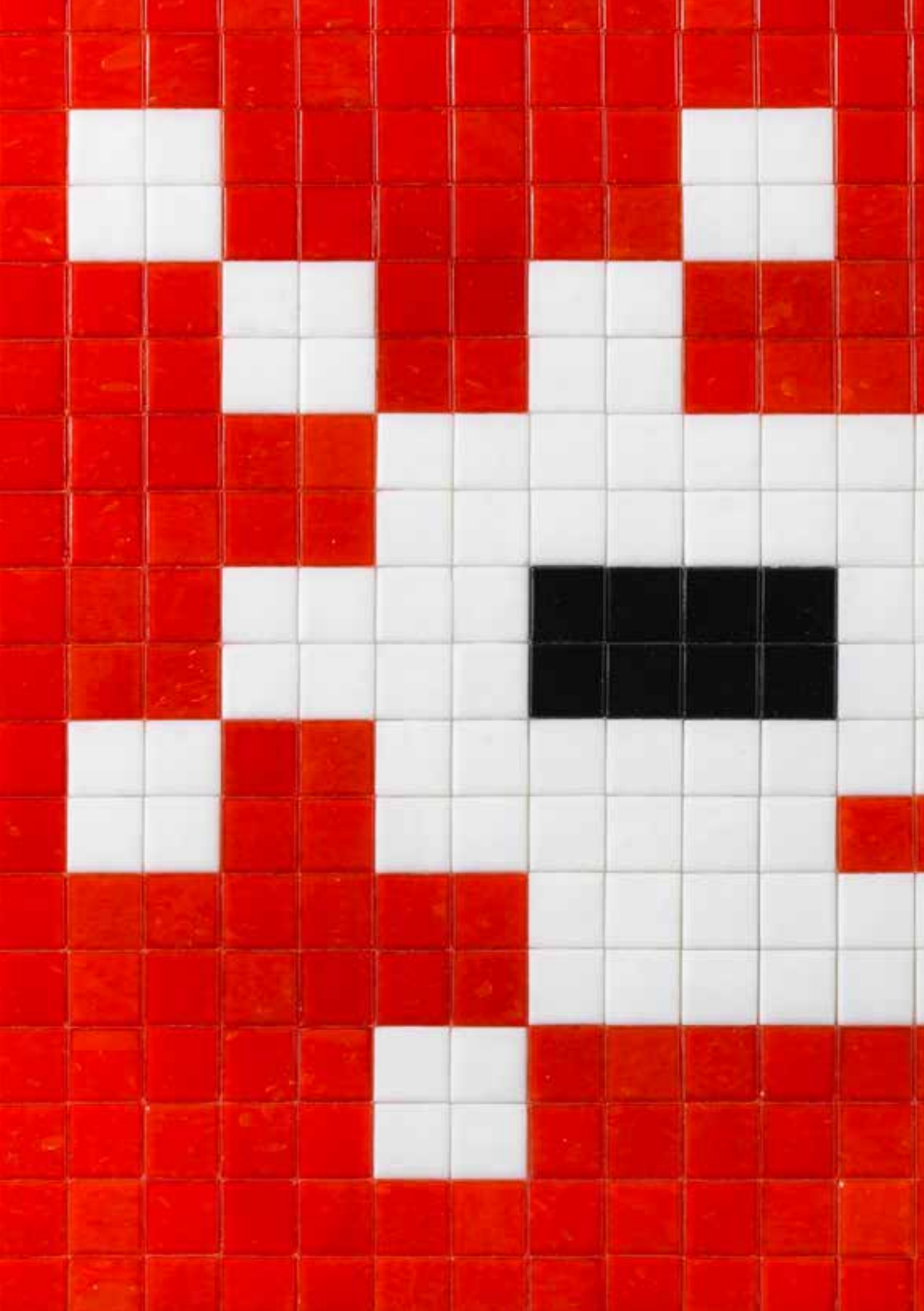


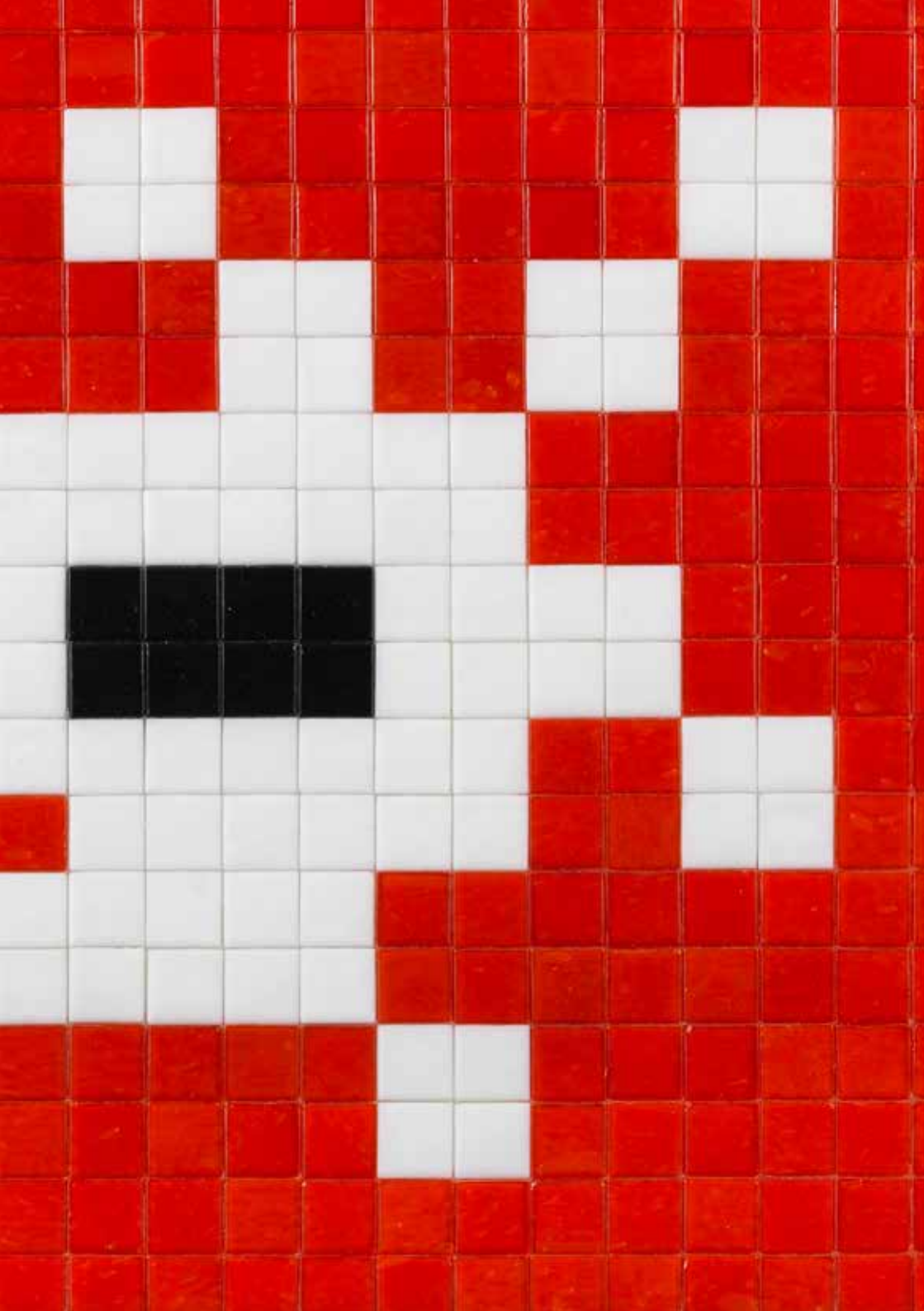
UNPLUGGED

不插電

Bonhams

HONG KONG





UNPLUGGED

Contemporary Ceramics, Prints,
Photographs, Works on paper, Design,
Fine Art and Unique Objects

Monday 21 November 2016 at 6pm

Bonhams Hong Kong Gallery

Suite 2001, One Pacific Place, Admiralty, Hong Kong

BONHAMS (HONG KONG) LTD

Suite 2001
One Pacific Place
88 Queensway
Admiralty
Hong Kong
www.bonhams.com/hongkong

BIDS

+852 2918 4321
+852 2918 4320 fax
To bid via the internet, please visit
www.bonhams.com

Please note that bids should be submitted no later than Sunday 20 November. New bidders must also provide proof of identity and address when submitting bids. Failure to do this may result in your bids not being processed. Bidders of accepted bids will receive a Bid Confirmation.

SALE NUMBER

23353

ILLUSTRATIONS

Front cover: Lot 119
Inside front cover: Lot 164
Inside back cover: Lot 163
Back cover: Lot 183

VIEWING

台灣 **TAIPEI**

Saturday 29 October, 10am to 7pm
Sunday 30 October, 10am to 7pm

Fubon International Convention Center
Basement 2nd Floor
No. 108, Sec. 1, Dunhua S.Rd., Songshan District,
Taipei City 105, Taiwan (R.O.C.)

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

HONG KONG

Thursday 17 November, 11am to 7pm
Friday 18 November, 11am to 7pm
Saturday 19 November, 11am to 7pm
Sunday 20 November, 11am to 7pm

Bonhams Hong Kong Gallery
Suite 2001, One Pacific Place
88 Queensway, Hong Kong
香港邦瀚斯藝術廊
金鐘太古廣場一期2001室
+852 2918 4321

Bonhams (Hong Kong) Ltd. Trading Office

Suite 2001, One Pacific Place
88 Queensway
Admiralty
Hong Kong

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Jon Baddeley, Rupert Banner, Geoffrey Davies,
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Bonhams (Hong Kong) Limited Directors

Colin Sheaf, Chairman, Asia
Edward Wilkinson, Executive Director, Asia
Malcolm Barber, Matthew Girling
Dessa Goddard, Asaph Hyman.

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PAYMENT

For an overview of the payment process, please refer to Clause 9 of the NOTICE TO BIDDERS section at the back of this catalogue. Please see back of catalogue for Notice to Bidders

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PLEASE NOTE THAT THERE IS NO REFERENCE IN THIS CATALOGUE TO THE PHYSICAL CONDITION OF ANY LOT. INTENDING BIDDERS MUST SATISFY THEMSELVES AS TO THE CONDITION OF ANY LOTS AS SPECIFIED IN CLAUSE 15 OF THE NOTICE TO BIDDERS CONTAINED AT THE END OF THIS CATALOGUE.

As a courtesy to intending bidders, Bonhams will provide a written indication of the physical condition of lots in this sale if a request is received up to 24 hours before the auction starts. Such report is also available for download from Bonhams website. This written indication is issued subject to Clause 1.6 of Appendix 2 to the Notice to Bidders.

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Bonhams Hong Kong Gallery

Suite 2001, One Pacific Place
Admiralty
Hong Kong
+852 2918 4321
+852 2918 4320 fax

Nearest MTR location:
Admiralty

香港邦瀚斯藝術廊
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除非於拍品說明中額外列明，否則所有拍品均已裱於框內。
所有列出之尺寸，均以「紙張尺寸」量度，為整幅作品之實際大小。
拍品的細節描述及裱框後之尺寸大小，均附於狀況報告之中，如欲提取有關報告，請聯絡專場拍賣所屬之部門。

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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.

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買家須將成功所購得之全部拍賣品的總額悉數付清後（包括所有費用），才可提取拍賣品。為確保拍賣會後七個工作天內所有款項可全部過賬，請於拍賣

會後第二個工作天的下午四點半前付款，如買家希望把所購得之拍賣品運至香港以外的地方，以及需要或可能需要申請出口執照，這條款依然適用。在競投之前，請準買家確保所需資金，並可利用下述任何一種方式付款。除事前雙方有協議外，登記買家以外的其他人仕之付款將不會被接納。我們接受以下各種付款方法：

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提取拍賣品前，所有支票必須已全部過帳。
支票的抬頭人請寫上
「Bonhams (Hong Kong) Ltd - Client A/C」

Bankers draft: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft of cheque, we will allow you to collect your purchases immediately;

銀行匯票：在確認有效身份證明及匯票後，買家可立刻提取所購之拍賣品

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;

現金：如所購得的拍賣品總值不超過HK\$80,000，買家可以現金或港幣（不接受其他貨幣）為單位之旅行支票付款。如所購得的拍賣品總值超過HK\$80,000，HK\$80,000以外的金額，必須以現金及旅行支票以外的方式支付

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:

銀行轉賬：買家可利用電子轉賬至我們的銀行賬戶，請注意把競標牌號碼及發票資料寫上，以作參考。
客戶賬戶詳情如下：

Account Name 賬戶名稱
Bonhams (Hong Kong) Ltd - Client A/C

Account Number 賬戶號碼
808-870174-001

Bank Name 銀行名稱
HSBC

Bank Address 銀行地址
Head Office
1 Queens Road
Central
Hong Kong

Swift Code 國際匯款代碼
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 on the first HK\$1,000,000
2% surcharge on the balance over HK\$1,000,000

If you have questions with regard to payment or settlements of vendor proceeds please contact our Customer Service Department.

如果閣下通過銀行轉賬付款，我們所收的款額經扣除任何銀行費用，以及/或者款項經兌換成港幣後，必須不少於如發票所列的應付款額。

由香港銀行發出的扣賬卡(易辦事)：以此方法付款，將不收取額外的費用

信用卡：美國運通卡，Visa，Mastercard卡及海外扣賬卡均可使用。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）卡：如閣下使用中國銀聯卡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。

UNPLUGGED: AN INTRODUCTION

不插電拍賣：簡介

Towards the end of Taylor Mac's A24-Decade History of Popular Music, Mac, having performed continuously for nearly 24 hours, having endured 23 on-stage costume changes, and having witnessed the departure of the 24-member backing band (one departure every hour), the artist stands alone with a ukulele, singing, with some irony, a query to the audience: "How are you going to miss me if I don't go away?"

Each auction begs a more direct question to its collectors: How much are you going to miss these things when they go away? The art world, with its incessant trends and market data, its confusion over artistic value versus fiscal speculation, places enormous pressure on the convictions of our tastes and the clarity of our desires. The creative act is fundamentally an alchemical risk, the artist's attempt to make room in the world for new forms of beauty, play, connecting, and wisdom. The collecting impulse belies the more fundamental assertion that our lives are made better when surrounded by that which brings us joy. With this sale, we have selected works that inspire us in their fresh insights into old forms, their playful expressions, or their unique materiality. As the title of the sale suggests, we invite the collector to unplug from the considerable noise of the outside world, to discover anew what inspires them, and, most of all, to have fun.

在《240年流行音樂發展歷史》臨近尾聲之時，演員泰勒·麥克已演出將近24小時。他於舞台上先後更換了共23套服裝，而24位伴奏樂隊隊員亦相繼離場（每小時有一位樂手離席），泰勒·麥克則獨自站在台上，手執烏克麗麗，唱著歌，語氣稍帶諷刺地問觀眾道：「假如我不離開，你又怎能懷念我呢？」

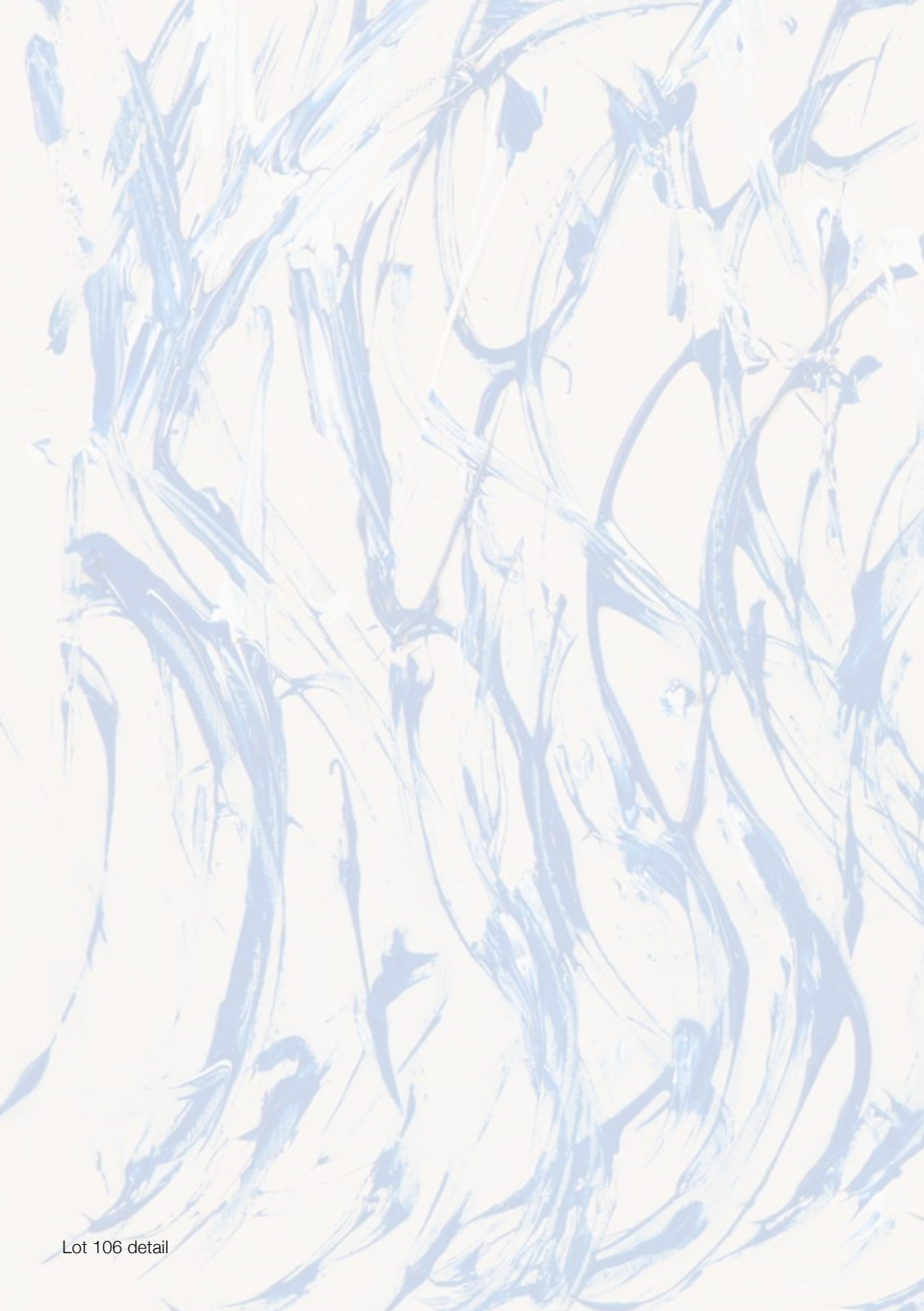
每個拍賣會都會引發藏家思考一個直截了當的問題：當這些作品消失後，你會對它們難以忘懷嗎？在藝術圈裡，新興趨勢和市場數據日新月異，藝術價值與經濟投機的界線亦變得含糊不清，這些現象向我們施壓，動搖著我們對品味的信念，讓我們對自己的喜好有所懷疑。創作本身就是個高風險的事，藝術家不斷的在嚐試創造及展現：新形態的美學、有趣的玩意兒，與人事物的關聯性、意味深長的智慧等。現今收藏界前撲後繼的衝動，改變了藝術單純以美學豐富生命的功能。在這次拍賣會中，我們精選了多件啟發人心的作品，當中有的在舊有形式中灌以新穎的見解，有的作品在表達上充滿玩味，有的則是選材獨特。正如拍賣會的主題一樣，我們希望引介：讓藝術收藏重新回歸本質，遠離外面無比喧囂的世界，重新發現能啟發心靈的事物，但最重要的是，要盡情去享受藝術，原來是這麼的有趣。

Ingrid Dudek

Director, Contemporary Art, Asia

杜英麗

亞洲當代藝術主任

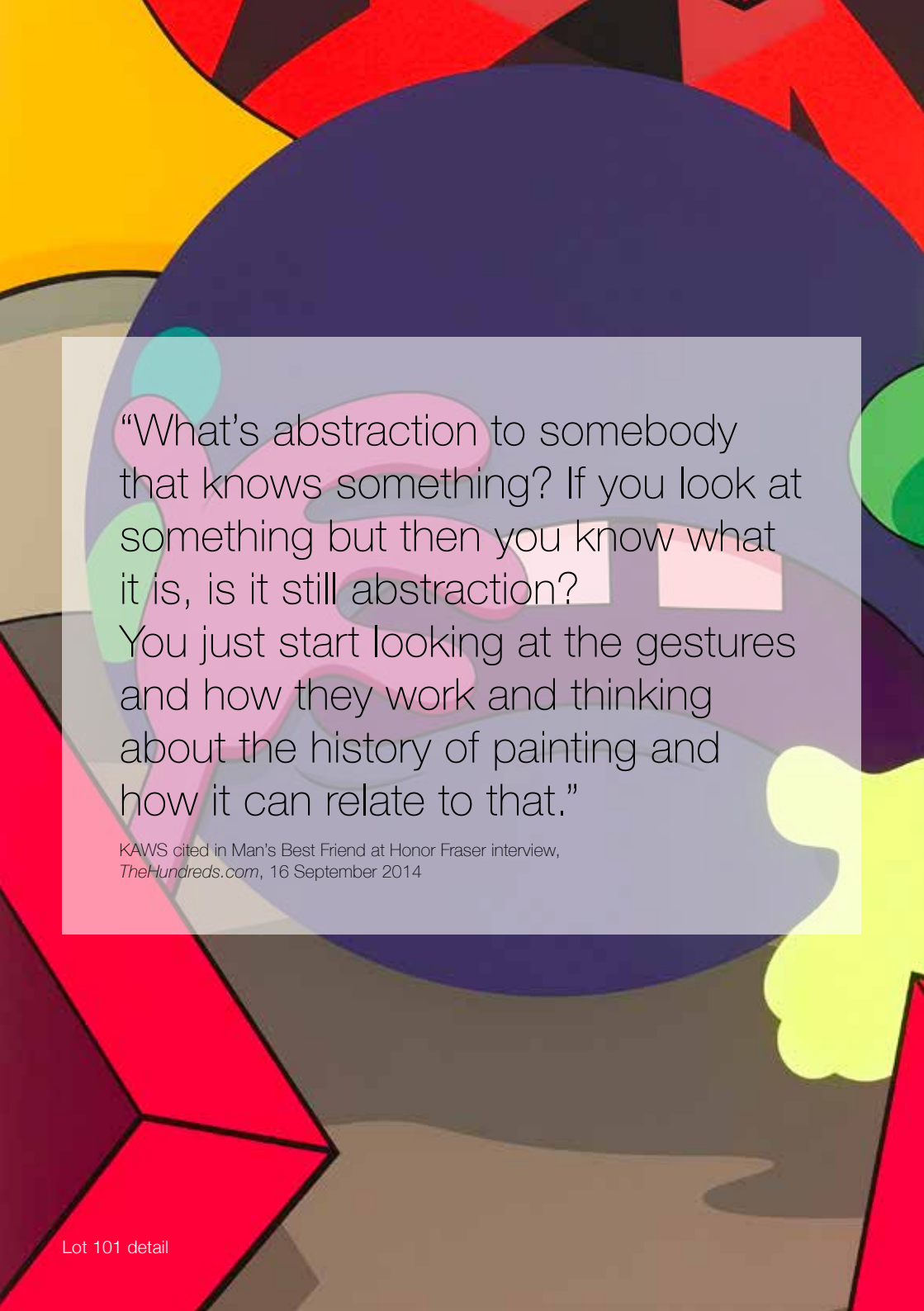


The background of the entire page is a dense, chaotic pattern of blue ink scribbles. The lines are thick and expressive, swirling and overlapping in various directions, creating a sense of movement and depth. The color is a vibrant, slightly desaturated blue. The overall effect is one of organic, uncontrolled energy.

ABSTRACTION // NO LIMITS

抽象/無界

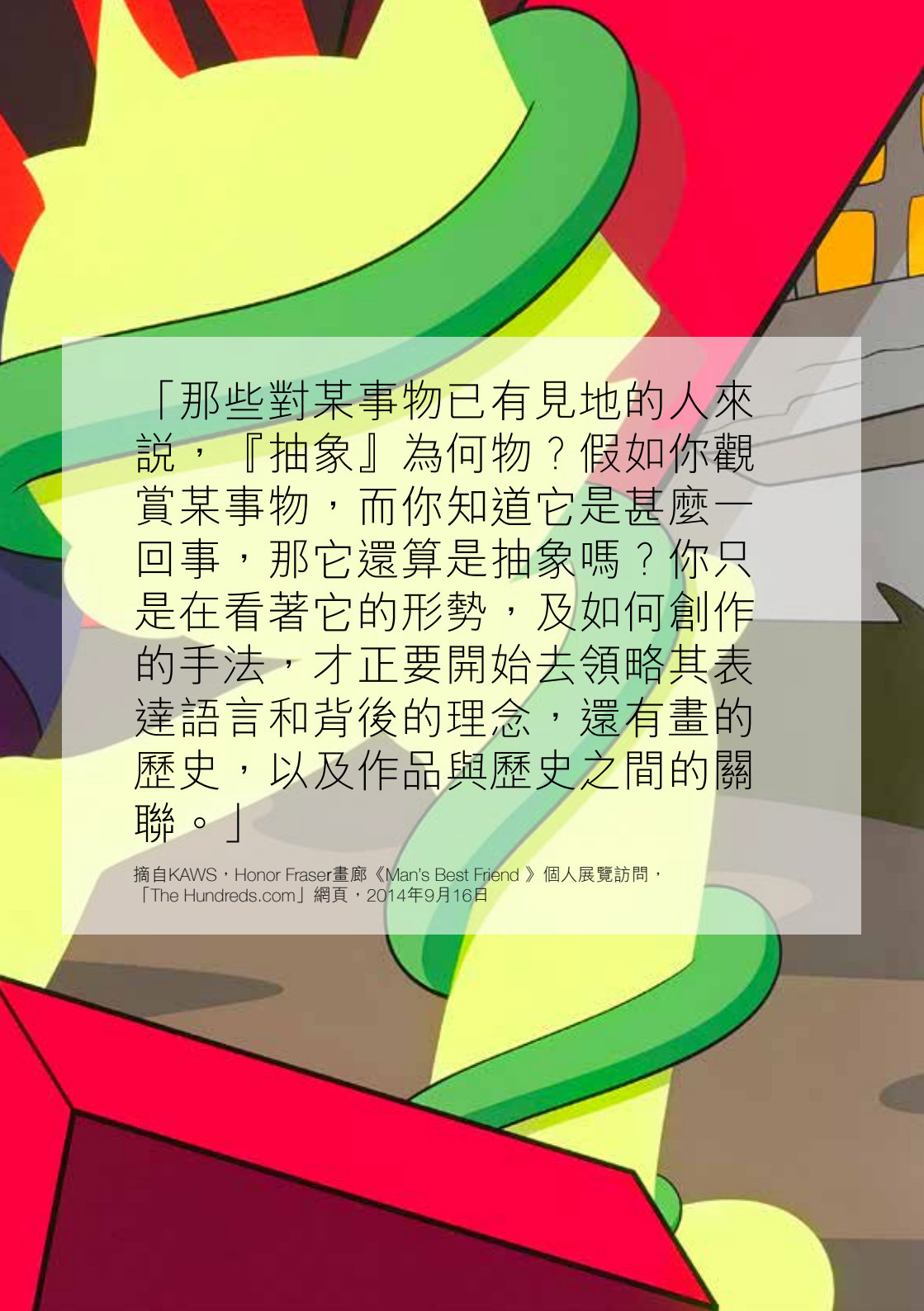
TM 80.



“What’s abstraction to somebody that knows something? If you look at something but then you know what it is, is it still abstraction?”

You just start looking at the gestures and how they work and thinking about the history of painting and how it can relate to that.”

KAWS cited in Man’s Best Friend at Honor Fraser interview,
TheHundreds.com, 16 September 2014



「那些對某事物已有見地的人來說，『抽象』為何物？假如你觀賞某事物，而你知道它是甚麼一回事，那它還算是抽象嗎？你只是在看著它的形勢，及如何創作的手法，才正要開始去領略其表達語言和背後的理念，還有畫的歷史，以及作品與歷史之間的關聯。」

摘自KAWS · Honor Fraser畫廊《Man's Best Friend》個人展覽訪問，
「The Hundreds.com」網頁，2014年9月16日



101
KAWS
B. 1974

Presenting the Past
展示過往
2014

signed, dated 14 and numbered 29/250
silkscreen print on paper

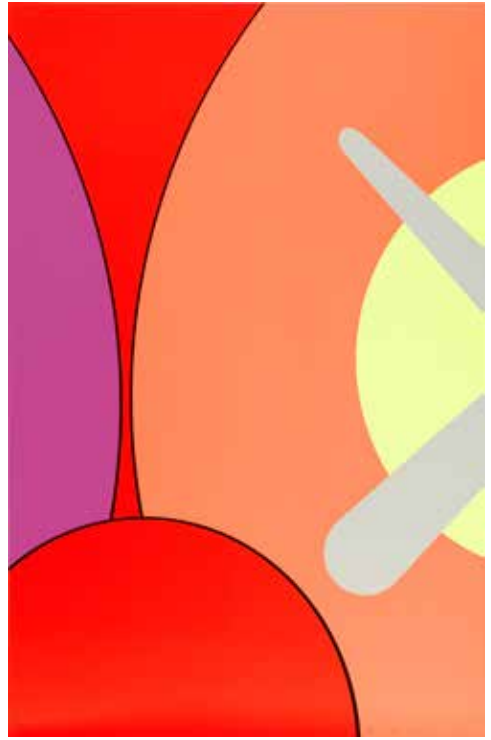
81 x 80.5cm (31 7/8 x 31 11/16in).

Published by Pace Editions Inc., New York.

This is number 29 from an edition of 250 plus 50
artist proofs

HK\$30,000 - 50,000
US\$3,900 - 6,400

Provenance
Private Collection, Miami



102

KAWS
B. 1974

No Reply
無回覆
2015

each signed, dated 15 and numbered 50/100
silkscreen print on paper

each 89 x 58.3cm (35 1/16 x 22 15/16 in).
two works

Published by Pace Editions Inc., New York.

HK\$50,000 - 80,000
US\$6,400 - 10,000

Provenance
Private Collection, Miami



103

DAMIEN HIRST

達米恩·赫斯特

B. 1965

Carvacrol

香荊芥酚

2002

signed and numbered 136/150 in pencil with Other
Criteria blind stamp
silkscreen print and bronze glitter on wove paper

98 x 66cm (38 9/16 x 26in).

Published by Other Criteria, London.

HK\$40,000 - 60,000

US\$5,200 - 7,700

Provenance

Private Collection, London



104

YAYOI KUSAMA

草間彌生

B. 1929

Yellow, Red & Green Pumpkin

黃、赤、綠南瓜

1998

each signed and numbered 5/30 on the underside

each resin cast

each with original display plate and wooden box

signed, numbered 5/30 and titled

each 9 x 9.5 x 8cm (3 9/16 x 3 3/4 x 3 1/8in).

three works

HK\$100,000 - 150,000

US\$13,000 - 19,000

Provenance

Whitestone Gallery, Tokyo

Acquired directly from the above

by the present owner



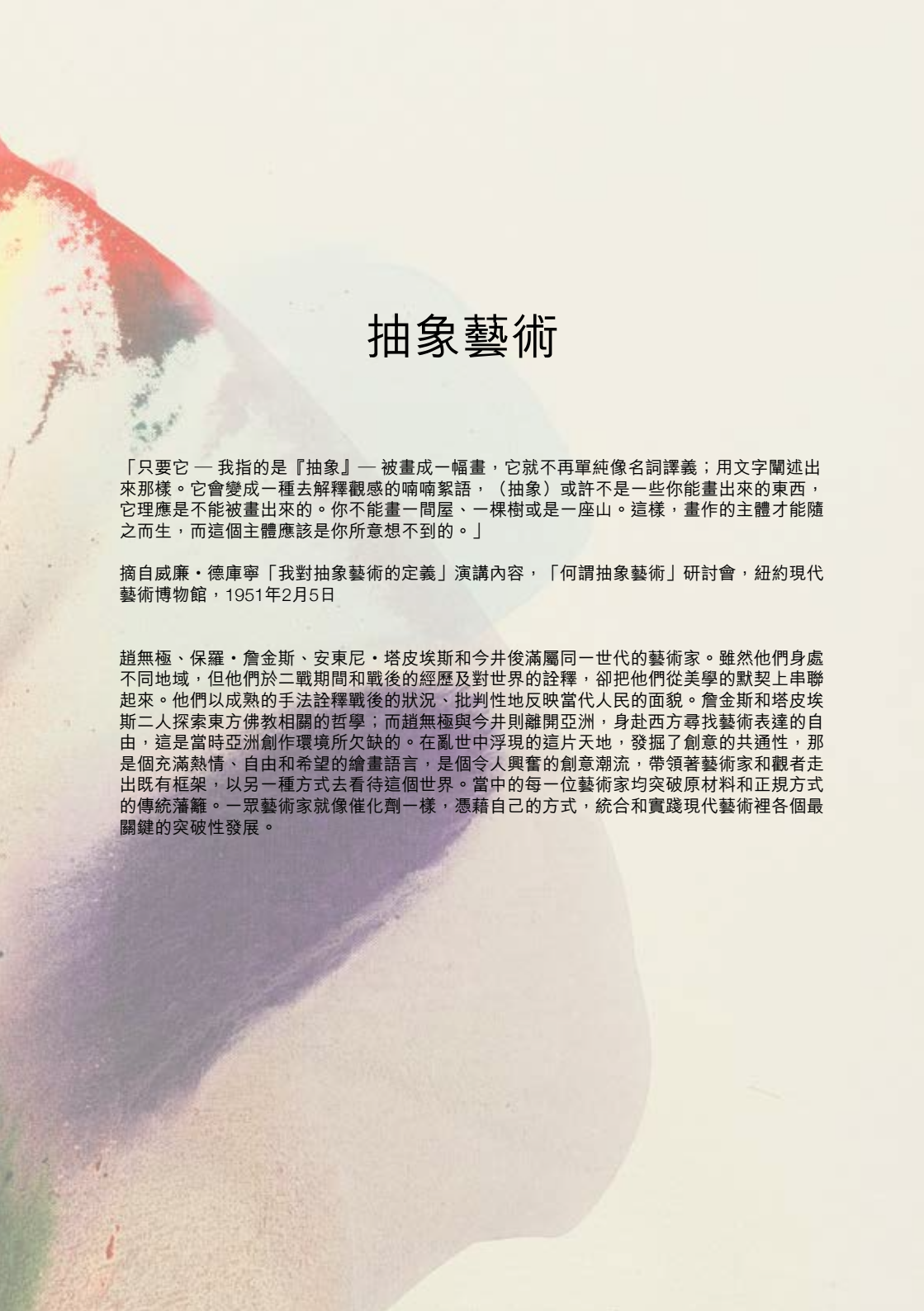
An abstract painting detail featuring large, soft-edged shapes in shades of green and red. The green shape is on the left, and the red shape is on the right, both set against a light, off-white background. The colors are layered and textured, suggesting a gestural painting style.

ABSTRACT ART

“As soon as it — I mean the ‘abstract’ — comes into painting, it ceases to be what it is as it is written. It changes into a feeling which could be explained by some other words, probably [abstraction was] not so much what you could paint but rather what you could not paint. You could not paint a house or a tree or a mountain. It was then that subject matter came into existence as something you ought not have.”

Willem de Kooning in his speech ‘What Abstract Art Means to Me’ on the symposium ‘What is Abstract Art’, at the Museum of Modern Art, New York, 5 February, 1951

Zao Wou Ki, Paul Jenkins, Antoni Tàpies and Toshimitsu Imai belong to the same generation. Despite their disparate geographical locations, their experiences and interpretations of the world during and after WWII bind them together in aesthetic kinship. Their post war renderings were mature and critically engaging reflections of the contemporary human condition. While Jenkins and Tàpies explored Eastern religions and philosophies connected to Buddhism, Zao and Imai left Asia for the West in search of a freedom of expression rarely seen in the East. A world emerging from a state of conflict discovered commonalities in creative expression, a painterly language full of passion, freedom, and hope, a breath-taking creative movement that would bring artists and viewers out of themselves and provide an alternative way of seeing the world. Each of these artists exploited the traditional limitations of their raw materials and formal methodologies. In their own ways, they were catalysts in uniting and bringing forth one of the most important breakthroughs in modern art.



抽象藝術

「只要它——我指的是『抽象』——被畫成一幅畫，它就不再單純像名詞譯義；用文字闡述出來那樣。它會變成一種去解釋觀感的喃喃絮語，（抽象）或許不是一些你能畫出來的東西，它理應是不能被畫出來的。你不能畫一間屋、一棵樹或是一座山。這樣，畫作的主體才能隨之而生，而這個主體應該是你所意想不到的。」

摘自威廉·德庫寧「我對抽象藝術的定義」演講內容，「何謂抽象藝術」研討會，紐約現代藝術博物館，1951年2月5日

趙無極、保羅·詹金斯、安東尼·塔皮埃斯和今井俊滿屬同一世代的藝術家。雖然他們身處不同地域，但他們於二戰期間和戰後的經歷及對世界的詮釋，卻把他們從美學的默契上串聯起來。他們以成熟的手法詮釋戰後的狀況、批判性地反映當代人民的面貌。詹金斯和塔皮埃斯二人探索東方佛教相關的哲學；而趙無極與今井則離開亞洲，身赴西方尋找藝術表達的自由，這是當時亞洲創作環境所欠缺的。在亂世中浮現的這片天地，發掘了創意的共通性，那是個充滿熱情、自由和希望的繪畫語言，是個令人興奮的創意潮流，帶領著藝術家和觀者走出既有框架，以另一種方式去看待這個世界。當中的每一位藝術家均突破原材料和正規方式的傳統藩籬。一眾藝術家就像催化劑一樣，憑藉自己的方式，統合和實踐現代藝術裡各個最關鍵的突破性發展。

105

PAUL JENKINS

保羅·詹金斯

1923 - 2012

Phenomena Kings Sanction

感知列王紀制裁

1975

signed

signed, titled and dated *1975 October* on the reverse

oil on canvas

60.5 x 75.5cm (23 13/16 x 29 3/4in).

HK\$60,000 - 80,000

US\$7,700 - 10,000

Provenance

Sale: Bonhams & Butterfields, San Francisco, *Modern, Contemporary and Latin American Art*, 5th November 2006, Lot 176

Acquired directly from the above by the present owner





106
TOSHIMITSU IMAI
今井俊満
1928 - 2002

Untitled
無題
1980

signed and dated 80
oil on canvas

61 x 73cm (24 x 28 3/4in).

HK\$50,000 - 90,000
US\$6,400 - 12,000

Provenance

Sale: The Market Auction Inc., Japan, *Contemporary and Modern Art*,
February 21 2008, Lot 57
Acquired directly from the above by the present owner



107

TOSHIMITSU IMAI

今井俊満

1928 - 2002

Untitled

無題

1976

signed and dated 76 in marker
with one seal of the artist
acrylic on paper

103 x 69.5cm (40 9/16 x 27 3/8in).

HK\$60,000 - 100,000

US\$7,700 - 13,000

Provenance

Sale: The Market Auction Inc., Japan, *Contemporary and Modern Art*, 25th October 2007, Lot 57

Acquired directly from the above by the present owner

108

ZAO WOU-KI (ZHAO WUJI)

趙無極

1921 - 2013

Untitled

無題

1972

signed and dated 72 in watercolour
watercolour on paper

23.8 x 31.7cm (9 3/8 x 12 1/2in).

HK\$250,000 - 350,000

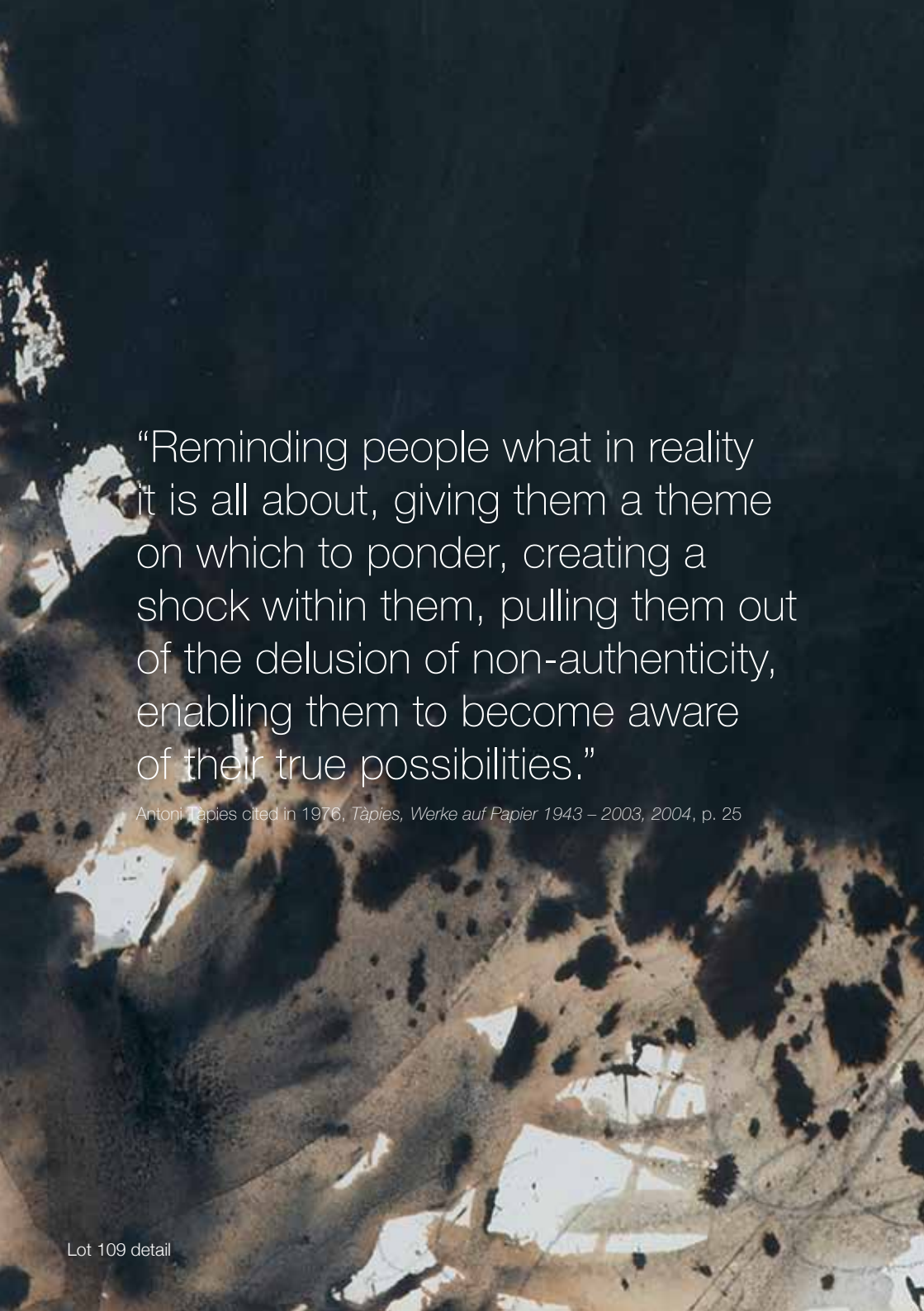
US\$32,000 - 45,000

Provenance

Private Collection, Europe

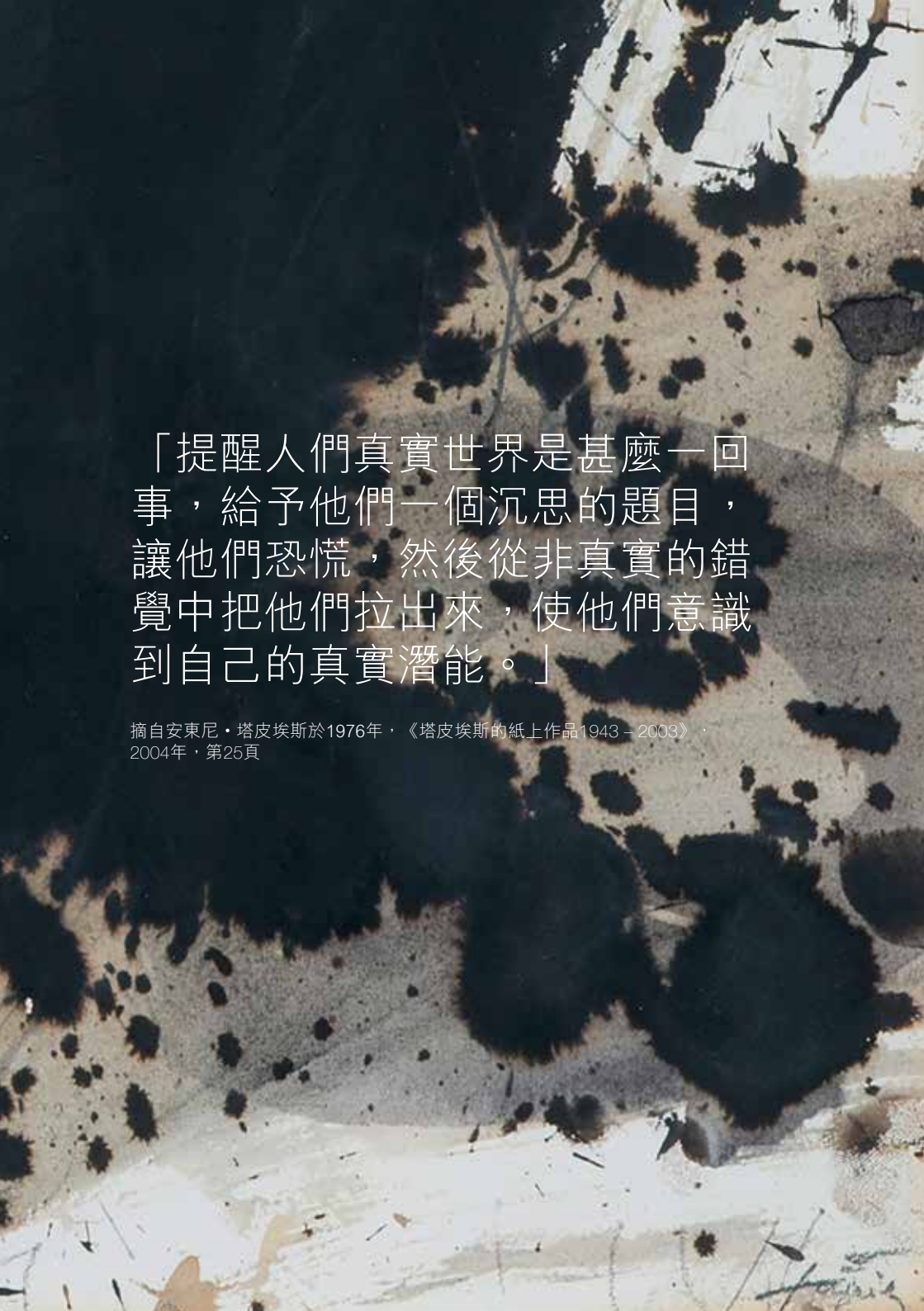
This work will be included in the forthcoming Catalogue Raisonné of the artist currently being prepared by Françoise Marquet and Yann Hendgen and is accompanied by a photo-certificate of authenticity.





“Reminding people what in reality
it is all about, giving them a theme
on which to ponder, creating a
shock within them, pulling them out
of the delusion of non-authenticity,
enabling them to become aware
of their true possibilities.”

Antoni Tàpies cited in 1976, *Tàpies, Werke auf Papier 1943 – 2003*, 2004, p. 25



「提醒人們真實世界是甚麼一回事，給予他們一個沉思的題目，讓他們恐慌，然後從非真實的錯覺中把他們拉出來，使他們意識到自己的真實潛能。」

摘自安東尼·塔皮埃斯於1976年，《塔皮埃斯的紙上作品1943 - 2003》，2004年，第25頁

109

ANTONI TAPIES

安東尼·塔皮埃斯

1923 - 2012

Gran Mancha Negra

大黑點

1967

signed in graphite

ink on paper

40.5 x 32.5cm (15 15/16 x 12 13/16in).

HK\$100,000 - 120,000

US\$13,000 - 15,000

Provenance

Galerie Maeght, Paris

Galerie Beyeler, Basel

London, Sotheby's, *Contemporary Day Sale*, June 26th 2009, Lot 131

Acquired directly from the above by the present owner

Literature

A. Agustí, *Tàpies: The Complete Works, Vol. 2: 1961-1968*,

Barcelona 1992, no. 1708, p. 370





110

CHU TEH-CHUN (ZHU DEQUN)

朱德群

1920 - 2014

F33

2006

signed and dated 2006 in the composition
titled and numbered 4/8 in pen on the reverse
stamped 2008 LA TUILERIE - 89520 TREIGNY on the reverse
ceramic

12.5 x 93.5 x 2.5cm (4 15/16 x 36 13/16 x 1in).

This work is number 4 from an edition of 8 plus 4 artist proofs.

HK\$100,000 - 140,000

US\$13,000 - 18,000

Provenance

Private Collection, Europe



111

CHU TEH-CHUN (ZHU DEQUN)

朱德群

1920 - 2014

F30

2005

signed and dated *2005* on the reverse in the composition
titled and numbered *EA 4/4* in pen on the underside
stamped *2008 LA TUILERIE - 89520 TREIGNY* on the
underside
ceramic

32 x 32 x 7.5cm (12 5/8 x 12 5/8 x 2 15/16in).

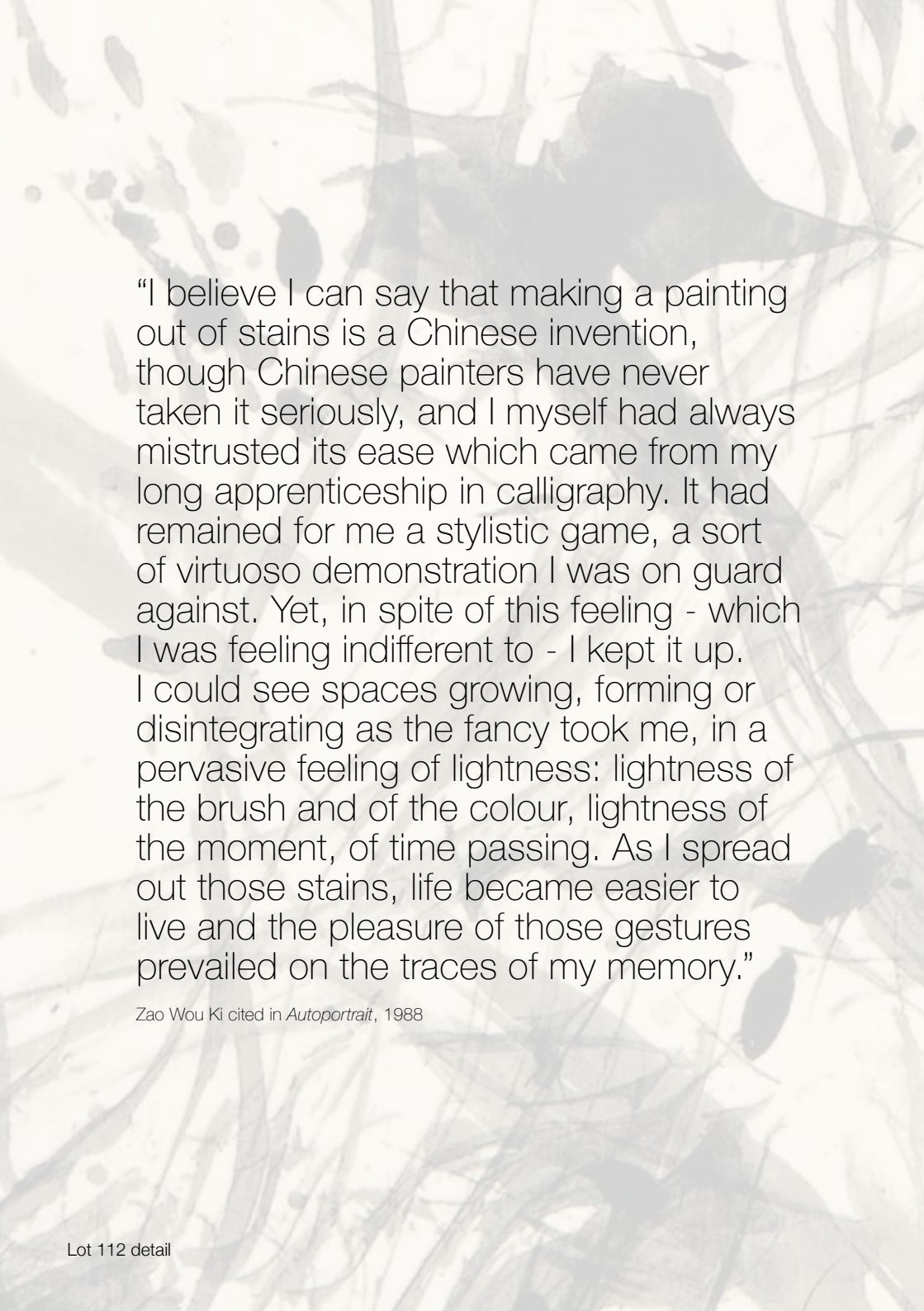
This work is an artist proof of 4 plus an edition of 8.

HK\$80,000 - 120,000

US\$10,000 - 15,000

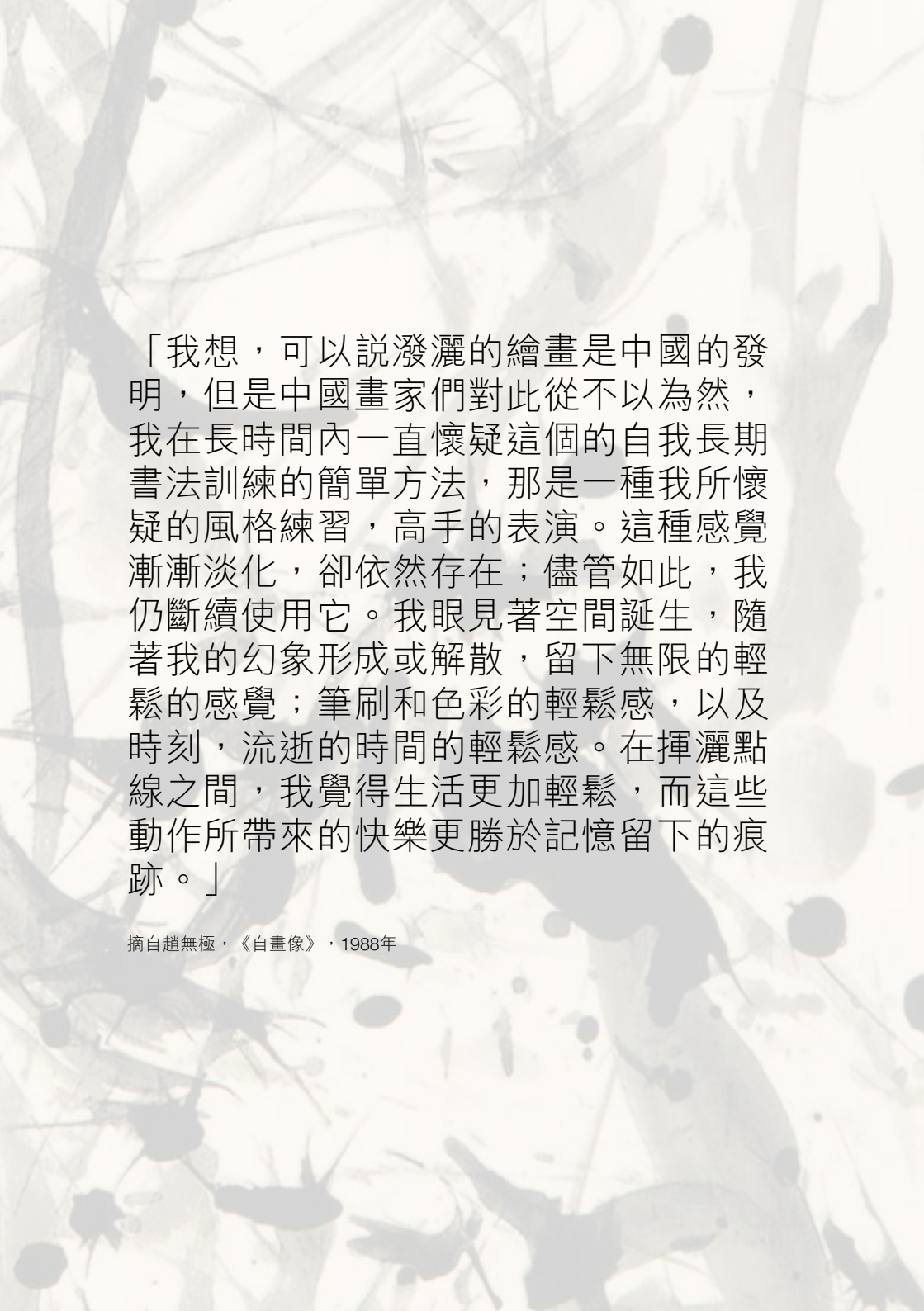
Provenance

Private Collection, Europe



“I believe I can say that making a painting out of stains is a Chinese invention, though Chinese painters have never taken it seriously, and I myself had always mistrusted its ease which came from my long apprenticeship in calligraphy. It had remained for me a stylistic game, a sort of virtuoso demonstration I was on guard against. Yet, in spite of this feeling - which I was feeling indifferent to - I kept it up. I could see spaces growing, forming or disintegrating as the fancy took me, in a pervasive feeling of lightness: lightness of the brush and of the colour, lightness of the moment, of time passing. As I spread out those stains, life became easier to live and the pleasure of those gestures prevailed on the traces of my memory.”

Zao Wou Ki cited in *Autoportrait*, 1988



「我想，可以說潑灑的繪畫是中國的發明，但是中國畫家們對此從不以為然，我在長時間內一直懷疑這個的自我長期書法訓練的簡單方法，那是一種我所懷疑的風格練習，高手的表演。這種感覺漸漸淡化，卻依然存在；儘管如此，我仍斷續使用它。我眼見著空間誕生，隨著我的幻象形成或解散，留下無限的輕鬆的感覺；筆刷和色彩的輕鬆感，以及時刻，流逝的時間的輕鬆感。在揮灑點線之間，我覺得生活更加輕鬆，而這些動作所帶來的快樂更勝於記憶留下的痕跡。」

摘自趙無極·《自畫像》，1988年

112

ZAO WOU-KI (ZHAO WUJI)

趙無極

1921 - 2013

Stele No. 7

石碑7號

2007

signed in the composition

signed and numbered 4/8 in pen on the reverse

stamped *2007 07 LA TUILERIE - 89520 TREIGNY* on the reverse

ceramic

39.5 x 29.5 x 2.5cm (15 9/16 x 11 5/8 x 1in).

HK\$150,000 - 200,000

US\$19,000 - 26,000

Provenance

Private Collection, Europe





113

LUIS CHAN (CHEN FUSHAN)

陳福善

1905 - 1995

Untitled

無題

1982

signed and dated 1982

oil, acrylic and gouache on paper

22.5 x 17cm (8 7/8 x 6 11/16in).

HK\$12,000 - 15,000

US\$1,500 - 1,900

Provenance

Acquired directly from the artist by the previous owner

Thence by descent to the present owner



114

LUIS CHAN (CHEN FUSHAN)

陳福善

1905 - 1995

Untitled

無題

1982

signed and dated 1982

oil, acrylic and gouache on paper

20 x 44.5cm (7 7/8 x 17 1/2in).

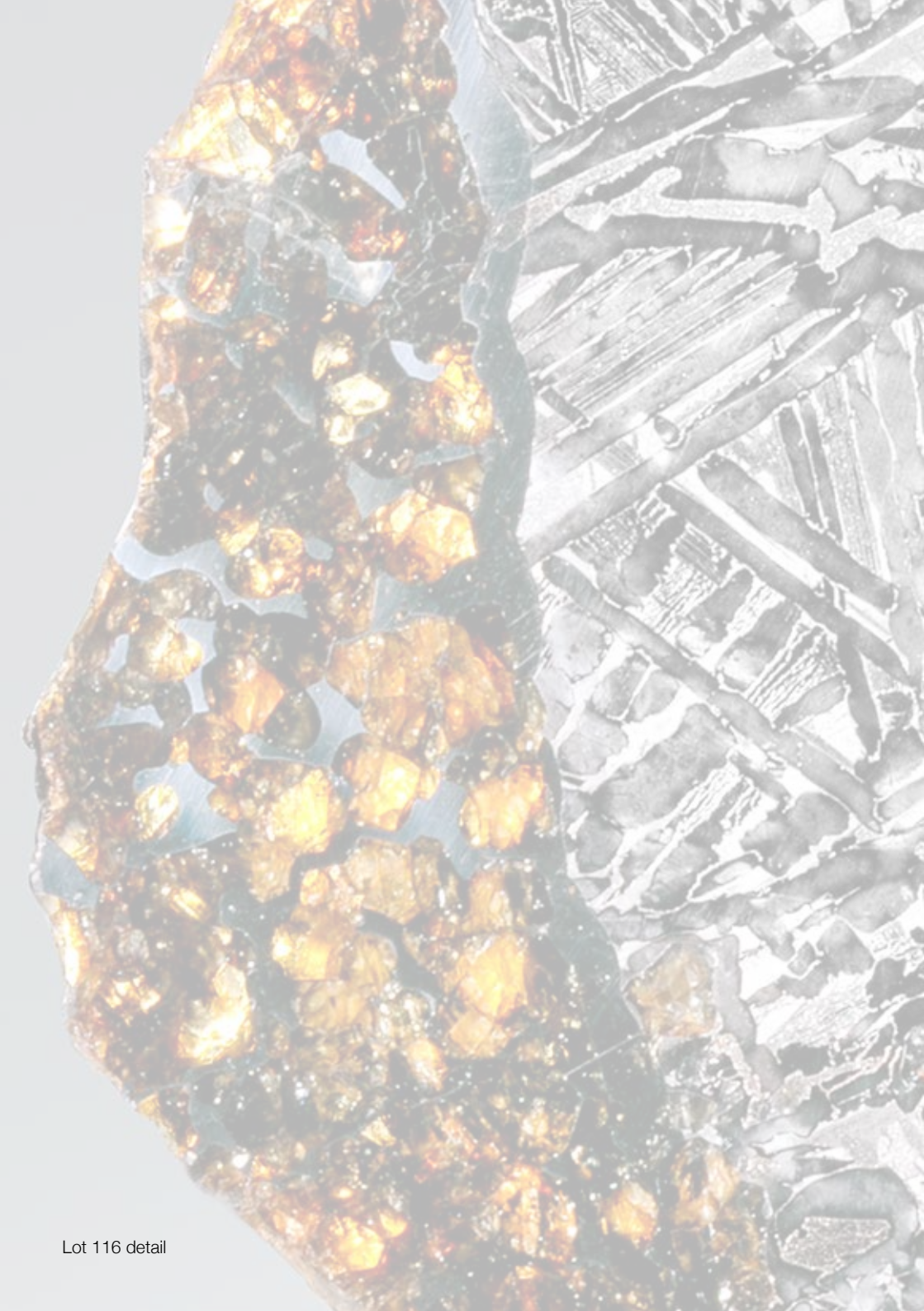
HK\$15,000 - 20,000

US\$1,900 - 2,600

Provenance

Acquired directly from the artist by the previous owner

Thence by descent to the present owner



Lot 116 detail



SYNTHETIC LIFE

合成體



115

SUI JIANGUO

隋建國

B. 1956

Made in China (Black)

中國製造 (黑色)

2007

signed and numbered 34/150 on the underside
synthetic resin and baked lacquer

85 x 68 x 50cm (33 7/16 x 26 3/4 x 19 11/16in).

HK\$15,000 - 25,000

US\$1,900 - 3,200

Provenance

Ullens Center for Contemporary Art, Beijing

Acquired directly from the above by the present owner



116

**COMPLETE SEYMCHAN METEORITE SLICE
WITH EXTRATERRESTRIAL GEMSTONES**

帶有外星寶石切面的隕石

Pallasite – PMG
Magadan District, Siberia, Russia

25.5 x 11.5 x 0.3cm (10 x 4 1/2 x 1/16 in)
526.7 grams

In the 1960s, two large metallic masses were found in a streambed in an infamous part of Siberia where Stalin's gulags are located. Identified as meteorites, they were named Seymchan after a nearby town. Some specimens of Seymchan contain olivine crystals scattered throughout the matrix, others have no such crystals at all and then there are the "transitional" specimens which feature bands of crystals—and the complete slice now offered is a superlative example of the latter variety. A prominent display of this meteorite's array of its nickel-iron alloys referred to as a Widmanstätten pattern is also in evidence.

This metallic latticework is indicative of a slow cooling rate that provided sufficient time — millions of years — for its two metallic alloys to form their crystalline habit and as such it's diagnostic in the identification of a meteorite. This meteorite also contains crystals of peridot, the birthstone of August. From the Macovich Collection, the world's most renowned collection of aesthetic iron meteorites.

此件隕石於60年代在西伯利亞被發現，隕石上有兩種金屬的結晶體，體現了天體在經歷了數百萬年的時間沈積。其中一種為橄欖石晶體，是八月的誕生石。來自於Macovich收藏，其為世界上最著名的隕石收藏鑑賞家。

HK\$45,000 - 65,000
US\$5,800 - 8,400



117
FAILE
EST. 1999

Denver #4
丹佛4號
2005

monoprint on light paper

116.8 x 91cm (46 x 35 13/16in).

HK\$20,000 - 30,000
US\$2,600 - 3,900

Provenance
Andenken Gallery, Denver
Acquired directly from the above by the present owner

Exhibited
Andenken Gallery, *Denver Show*,
Denver, 4 November - 31 December 2005



118

KAWS X HAJIME SORAYAMA

及空山基

B. 1974 & 1947

No Future Companion

無望同伴

2009

signed by both artists, dated 2009 and numbered 120/500 on an OriginalFake stamp debossed on the underside
metalized plastic black chrome

31.8 x 17.8 x 10cm (12 1/2 x 7 x 3 15/16in).

HK\$30,000 - 50,000

US\$3,900 - 6,400

Provenance

Private Collection, Asia



119

TSENG KWONG CHI

曾廣智

1950 - 1990

Lightning Field, South Dakota

閃電區 · 南達科他州

1986

titled, dated, and numbered 2/9 by Muna Tseng, the photographer's sister, in ink and with the estate/copyright stamp, signed by Muna Tseng in ink, on the reverse
silver gelatin print

90.8 x 90.5cm (35 3/4 x 35 5/8in).

This work was taken in 1986 and printed in 1996.

HK\$40,000 - 60,000

US\$5,200 - 7,700

Provenance

Julie Saul Gallery, New York

Robert Klein Gallery, Boston

Acquired directly from the above by the present owner

Literature

Dr. Amy Brandt, Chrysler Museum of Art, Grey Art Gallery, New York University in association with Lyon Artbooks, *Tseng Kwong Chi: Performing for the Camera*, 2015, p. 16
Shanghai Fine Art Publishers, *Shanghai Biennale: Techniques of the Visible*, Shanghai, 2004, p. 79

An edition of this work is collected by the San Francisco Museum of Modern Art.

A vintage edition of this work is collected by the Chrysler Museum of Art, Norfolk, Virginia.

We are grateful to Muna Tseng for her assistance with cataloguing this lot.



120

YU YOUHAN

余友涵

B. 1943

Mao Series: The Girl of Flower

「毛」系列：花之女

2011

signed and numbered 6/51

silk-screen print on paper

70 x 84cm (27 9/16 x 33 1/16in).

HK\$25,000 - 35,000

US\$3,200 - 4,500

Provenance

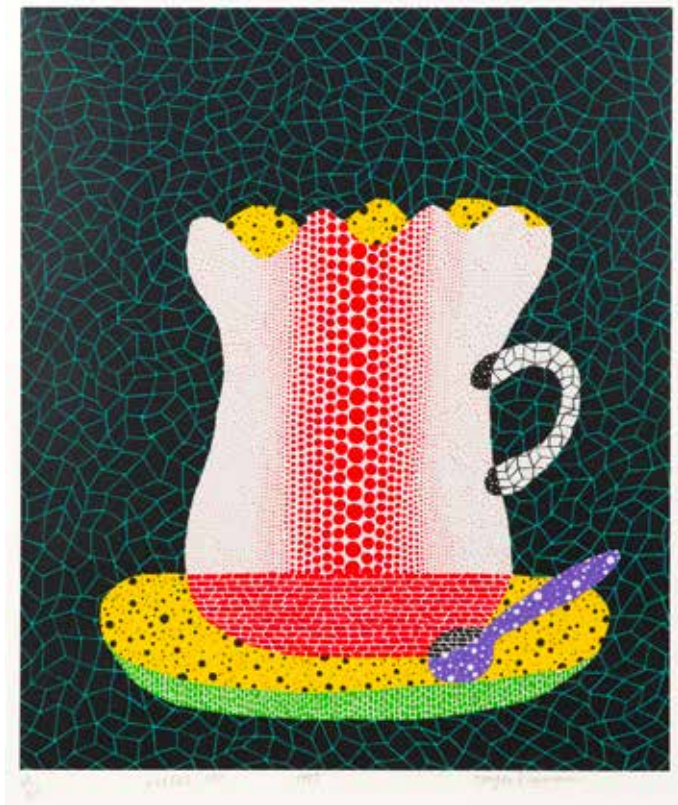
Loftyart Gallery, Taipei

Acquired directly from the above by the present owner

Exhibited

Loftyart Gallery, *In the Prime of Vitality*,

Taipei, 17 October - 1 November 2012



121
YAYOI KUSAMA
草間彌生
B. 1929

Coffee Cup
咖啡杯
1985

signed, titled, numbered 86/100
and dated 1985 in pencil
silkscreen print on Izumi wove paper

52.7 x 45.2cm (20 3/4 x 17 13/16in).

Printed by Okabe Tokuzo, Japan.

HK\$60,000 - 85,000
US\$7,700 - 11,000

Provenance
Private Collection, Japan



122

SADAMASA MOTONAGA

元永定正

1922 - 2011

The Rise of a White Whorl

白色熱潮螺旋

1997

signed and dated 1997

signed, titled, and dated 1997 on the reverse
acrylic on canvas with wire mount and stand

18 x 18cm (7 1/16 x 7 1/16in).

HK\$60,000 - 100,000

US\$7,700 - 13,000

Provenance

Private Collection, Japan

123

WANG GUANGYI

王廣義

B. 1957

Chanel

香奈兒

2006

signed and numbered *158/199*

lithograph print on paper

134 x 106.5cm (52 3/4 x 41 15/16in).

Printed in 2006 by the artist and distributed by Kwai Po Collection,
China.

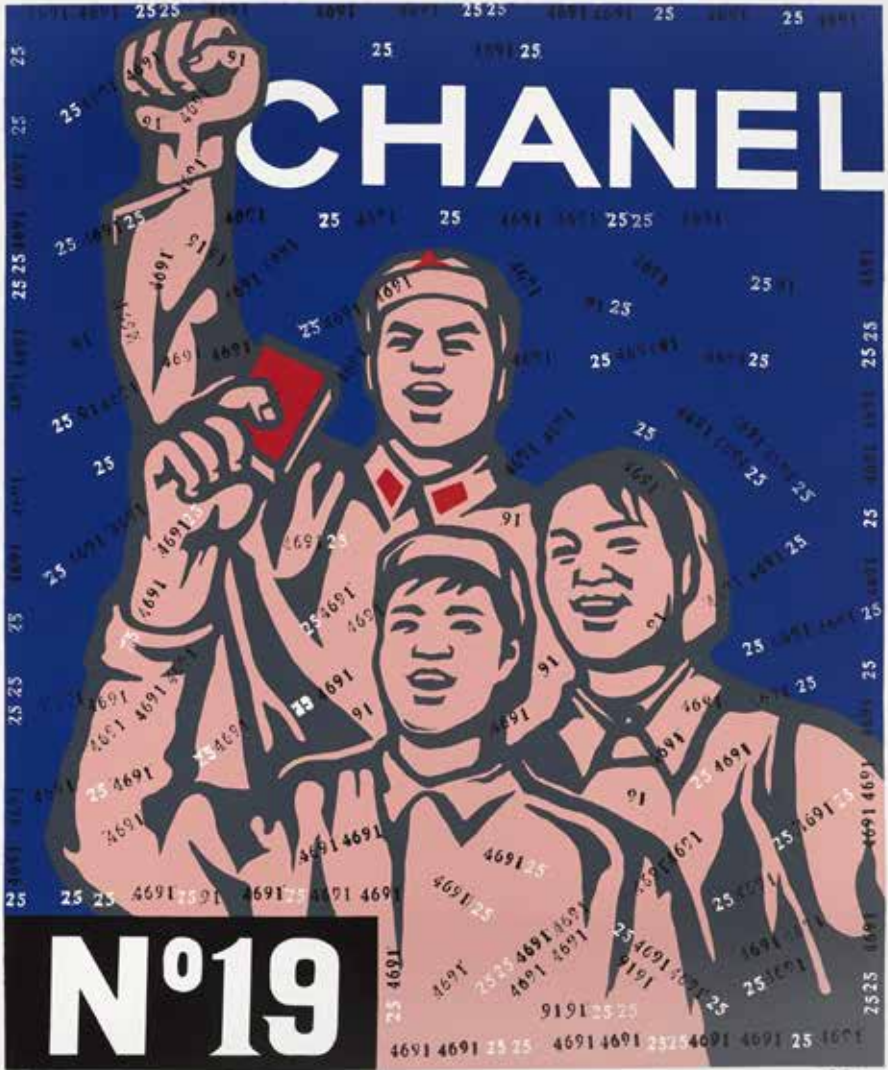
HK\$15,000 - 20,000

US\$1,900 - 2,600

Provenance

Private Collection, Beijing

Private Collection, New York





124

TOM SACHS

湯姆·薩克斯

B. 1966

Housewife's Choice

主婦的選擇

1999

enamel and acrylic on cardboard mounted on wood

75 x 53cm (29 1/2 x 20 7/8in).

HK\$100,000 - 140,000

US\$13,000 - 18,000

Provenance

Galleria Cardì, Milan

Acquired directly from the above by the present owner in 2003

Exhibited

Galleria Cardì, *Tom Sachs*, Milan,

16 October - 26 November 2001, cat no. 1



125

JULIAN OPIE

朱利安·奧貝

B. 1958

I had made a couple of animated films of rippling water...

我拍了些流水波動影片...

2005

continuous computer animation on LCD screen

66 x 105 x 15cm (26 x 41 5/16 x 5 7/8in).

This work is number 4 from an edition of 4 plus 1 artist proof.

HK\$80,000 - 120,000

US\$10,000 - 15,000

Provenance

Lisson Gallery, London

Acquired directly from the above by the present owner

© Julian Opie copyright

We are grateful to the Julian Opie Studio for their assistance with cataloguing this lot.



(i)



(ii)

126

TAKASHI MURAKAMI

村上隆

B. 1962

Flowerball: Want to Hold You & Multicolors

花球：想抱著你及彩色

2015 & 2014

(i) signed and numbered 149/300

with artist's copyright statement

(ii) signed and numbered 108/300

with artist's copyright statement

each offset lithograph on paper

each diameter 71cm (27 15/16in).

two works

HK\$10,000 - 12,000

US\$1,300 - 1,500

Provenance

Vogtle Contemporary, Switzerland

Acquired from the above by the present owner

NO RESERVE

不設底價



127

YOSHITOMO NARA

草間彌生

B. 1959

Life is Only One

無常人生

2015

each stamped with artist's signature and copyright statement

on the underside

each transfer print on procelain

each 17 x 17 x 2cm (6 11/16 x 6 11/16 x 13/16in).

three works

HK\$6,000 - 8,000

US\$770 - 1,000

Provenance

Vogtle Contemporary, Switzerland

Acquired from the above by the present owner



128

YAYOI KUSAMA

草間彌生

B. 1929

Pumpkin

南瓜

2015

each painted cast resin in original box
each stamped *Kusama* on underside

each 10 x 8 x 8cm (3 15/16 x 3 1/8 x 3 1/8in).
two works

These works are from an open edition.
Published by Benesse Holdings, Inc., Naoshima, Japan.

HK\$12,000 - 15,000

US\$1,500 - 1,900

Provenance

Private Collection, Japan



129

GERALDINE JAVIER

潔若妲·哈維

B. 1970

9 Keys, 9 Rooms, 9 Secrets

九個鑰匙、九個房間、九個秘密

mixed media; artist made wooden box, embroidery on front,
hammered leaves in interior, animal skeletons

42 x 32 x 4.5cm (16 9/16 x 12 5/8 x 1 3/4in).

HK\$20,000 - 30,000

US\$2,600 - 3,900

Provenance

Private Collection, Singapore

Exhibited

Valentine Willie Fine Art, *Geraldine Javier: Museum of Many Things*,
Singapore, 5-26 November 2011



front of box



inside of door



interior

130

SHAO FAN

邵帆

B. 1964

Untitled

無題

1996

each signed

elm and catalpa wood

(i&iii) 145 x 50 x 50cm (57 1/16 x 19 11/16 x 19 11/16in).

(ii) 100 x 58 x 45cm (39 3/8 x 22 13/16 x 17 11/16in).

three works

HK\$150,000 - 200,000

US\$19,000 - 26,000

Provenance

Xin Dong Cheng Space for Contemporary Art, Beijing

Acquired directly from the above by the present owner

Exhibited

Xin Dong Cheng Space for Contemporary Art, *Absolute Design*

by Chinese, 20 September - 31 October 2013

Kempinski Hotel, *Qui Suis-Je?*, 21 November 2001

Literature

Chambre de Commerce et d'Industrie Française en Chine, *Qui*

Suis-Je?, 2001, p. 44-45

"Ming Dynasty furniture captured the essence of Chinese culture, and to me it is a philosophy. I fiddle with existing traditional works of art, resulting in a paradoxical contemporary aesthetic. Through continual exploration, I reinterpret these classic items in new ways. This process is highly enjoyable and results in delightful surprises.

Instead of viewing traditional Chinese art through a Western perspective, I play around with them using a Chinese aesthetic. This is rooted in my childhood love of classical Chinese art. I am always considering and appreciating its changing role in a contemporary context, and eventually I create something new through my own extreme way."

- Shao Fan

「明式家具是中國文化的精髓，對於我是哲學。通過對現成品的解構，『把玩』於原有經驗的矛盾中。我不斷的體驗它，並持續以不同的方式重新解釋這典型事物。我享受這個過程，驚奇於其結果。

我並不是以西方的審美來關照中國的古典藝術，而是以中國的審美方式，把玩中國古典藝術，這是由於小時候對中國古典藝術的熱愛，不斷的對其賞析，思考它在當代語境中位置的改變，最終以我自己極端的方式進入作品。」

- 邵帆



(i)



(ii)



(iii)





THE LOST SELF

另一個自我

131

KEY HIRAGA

平賀敬

1936 - 2000

Untitled

無題

1964

signed and numbered '64

ink and watercolour on paper

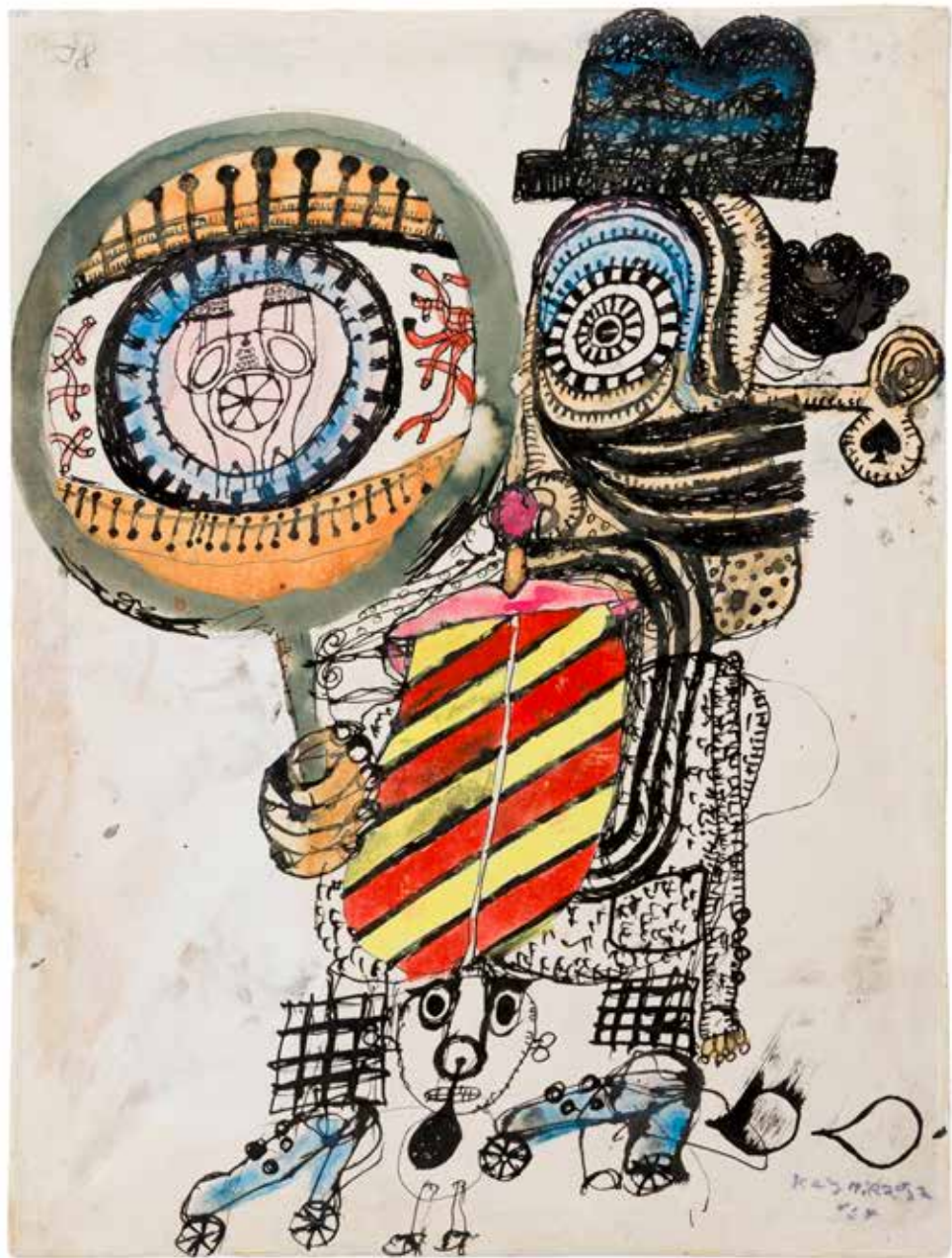
36.5 x 27.5cm (14 3/8 x 10 13/16in).

HK\$50,000 - 80,000

US\$6,400 - 10,000

Provenance

Acquired directly from the artist's family by the present owner





132

YUE MINJUN

岳敏君

B. 1962

Untitled (Smile-ism No. 3)

無題 (微笑主義之3)

2006

signed and numbered 28/45

lithograph print on paper

110 x 80cm (43 5/16 x 31 1/2in).

Printed by Museum Collections Editions, New York.

HK\$20,000 - 30,000

US\$2,600 - 3,900

Provenance

Private Collection, Beijing

Private Collection, New York



133

WANG KEPING

王克平

B. 1949

Eternal Smile

永恒微笑

2011

signed and numbered 46/1000 on the back
iron

50 x 40 x 15cm (19 11/16 x 15 3/4 x 5 7/8in).

HK\$20,000 - 30,000

US\$2,600 - 3,900

Provenance

Private Collection, Singapore



134

YANG FUDONG

楊福東

B. 1971

Seven Intellectuals in Bamboo Forest II No. 2

竹林七賢II第2號

2004

signed on Shanghart Gallery label on the reverse photograph

86 x 114cm (33 7/8 x 44 7/8in).

This work is number 6 from an edition of 10.

HK\$60,000 - 80,000

US\$7,700 - 10,000

Provenance

ShanghART Gallery, Shanghai

Acquired directly from the above by the present owner

Literature

Asia Society, *Yang Fudong: Seven Intellectuals in Bamboo Forest*, New York, 2009, p. 12

Jarla Partilager, *Yang Fudong: Seven Intellectuals in Bamboo Forest*, Stockholm, 2008 p. 1 (detail) and p. 83

GL Strand, *China in Transition, Yang Fudong*, Copenhagen, 2008, p. 20

Verlag der Buchhandlung Walther Konig, *Yang Fudong*, Cologne, 2005, p. 77



135

JULIAN OPIE

朱利安·奧貝

B. 1958

Waitress

服務員

2014

signed on an Alan Cristea Gallery label on the reverse
lenticular acrylic in a frame specified by the artist

83 x 51.2cm (32 11/16 x 20 3/16in).

This is number 32 from an edition of 50.

HK\$60,000 - 80,000

US\$7,700 - 10,000

Provenance

Vogtle Contemporary, Switzerland

Acquired from the above by the present owner

“I just inadvertently drew a portrait of a mask, but then I saw myself in that mask, saw that in my heart there were lots of complexities, and after I made that first [“Mask”] work, I got really excited. I felt that I’d discovered a new road.”

Zeng Fangzhi cited in Chinese Artist Zeng Fanzhi: “I Don’t Want To Be Pigeonholed”, *Jing Daily*, May 4, 2010

「我無意中畫了一幅面具的肖像，然後我在面具中看見了自己，又在我的心裏看見了很多的複雜性，而當我製造了首個（面具）作品後，我真的十分興奮。我感覺自己發現了新的道路。」

摘自曾梵志，〈中國藝術家曾梵志：「不想被框限」〉，《精日傳媒》，2010年5月4日



136

ZENG FANZHI

曾凡志

B. 1964

Untitled (Reclining Figure)

無題 (躺臥)

1998

signed and numbered 14/65

lithograph print on paper

98.6 x 118.5cm (38 13/16 x 46 5/8in).

Printed by Museum Collections Editions, New York.

HK\$30,000 - 50,000

US\$3,900 - 6,400

Provenance

Private Collection, Beijing

Private Collection, New York



137

GAVIN TURK

加文·特克

B. 1967

Camouflage Fright Wig Silver
and Orange on Taupe
迷彩驚嚇銀假髮（橙灰褐色）
2007

with Gow Langsford Gallery label on the reverse
silkscreen print on Somerset paper

100 x 100cm (39 3/8 x 39 3/8in).

This is number 4 from an edition of 40.

HK\$6,000 - 8,000

US\$770 - 1,000

Provenance

Paul Stolper Gallery, London

Gow Langsford Gallery, New Zealand

NO RESERVE

不設底價



138

A HEAD OF A BODHISATTVA

片岩雕菩薩頭像

3rd-4th Century, ancient region of Gandharan
健陀羅約三至四世紀

grey schist

Height with stand: 30cm (12in).

Compare with a bodhisattva with a similar turban bearing central conical elements backed by a pleated fan in the British Museum, see W. Zwalf, *Gandharan Sculpture*, London, 1996, p. 54, no. 82 and another sold Christie's, Paris, 21-22 June, 2016, Lot 1.

HK\$80,000 - 120,000

US\$10,000 - 15,000

Provenance

William Wolff Gallery, New York, 1970s

Private Collection, Santa Barbara



(i)

139

QIU ANXIONG

邱黯雄

B. 1972

Boxer

拳擊手

2014

each signed and dated 2014.2 in pencil

(i) numbered 5/50 in pencil on the reverse

(ii) numbered 30/50 in pencil on the reverse

(iii) numbered 38/50 in pencil on the reverse

each ink on paper

each 21 x 29.7cm (8 1/4 x 11 11/16in).

three works

These works are unique within a series of 50.

HK\$20,000 - 25,000

US\$2,600 - 3,200

Provenance

Counter Space, Zurich

Acquired directly from the above by the present owner



(ii)



(iii)

140

ZHU XINJIAN

朱新建

1953 - 2014

Untitled

無題

1994

signed on each tier

oil on three tier antique Chinese wedding basket made
from bamboo, wicker, wood

65 x 41 x 46cm (25 9/16 x 16 1/8 x 18 1/8in).

HK\$50,000 - 80,000

US\$6,400 - 10,000

Provenance

Acquired directly from the artist by the present owner







141

ZHAI LIANG

翟凉

B. 1983

Fatigue (Bowing)

疲惫 (行禮)

2012

signed, titled and dated 2012 on the reverse

oil on canvas

24 x 30cm (9 7/16 x 11 13/16in).

HK\$10,000 - 15,000

US\$1,300 - 1,900

Provenance

Private Collection, Asia



(i)



(ii)

142

TAKASHI MURAKAMI

村上隆

B. 1962

And then, and then and then
and then and then & AND THEN Black
然後然後然後然後然後及然後
1996 & 2005

(i) signed and numbered 181/300
with artist's copyright statement
50 x 50cm (19 11/16 x 19 11/16in).

(ii) signed and numbered 119/300
with artist's copyright statement
68 x 68cm (26 3/4 x 26 3/4in),
two works

each offset lithograph on paper

HK\$10,000 - 12,000

US\$1,300 - 1,500

Provenance

Private Collection, Japan

NO RESERVE

不設底價



143

YOSHITOMO NARA

奈良美智

B. 1959

Project Doggy Radio Sound System

小狗造型音響

2011

polymer and fibreglass

33 x 41 x 24cm (13 x 16 1/8 x 9 7/16in).

HK\$15,000 - 20,000

US\$1,900 - 2,600

Provenance

Private Collection, Japan



144

YOSHITOMO NARA

奈良美智

B. 1959

Cosmic Girls: Open Eyes & Closed Eyes

宇宙女孩：打開眼睛及閉上眼睛

2008

offset lithograph on paper

each 72 x 52cm (28 3/8 x 20 1/2in).

set of two works

This set is from an edition of 500.

Published by BALTIC Centre for Contemporary Art, Newcastle.

HK\$15,000 - 20,000

US\$1,900 - 2,600

Provenance

Vogtle Contemporary, Switzerland

Acquired from the above by the present owner



145

HIDEAKI KAWASHIMA

川島秀明

B. 1969

Salt

鹽

2008

signed, titled and dated 2008 on the canvas wrap over with Tomio Koyama Gallery label affixed on the reverse acrylic on canvas

61 x 61cm (24 x 24in).

HK\$20,000 - 30,000

US\$2,600 - 3,900

Provenance

Private Collection, Asia

“It was not an ideological thing like a self-portrait. I think it was more like painting a character. Instead of being someone’s likeness, it was my own character.”

Hideaki Kawashima

「這不是個如自畫像般的意識形態作品。我想，它比較像在刻劃一個角色。但這卻不是某人的畫像，而是在表達我自己的個人特質。」

川島秀明



146

KOICHI INAKOSHI

稲越功一

1941 - 2009

Ailleurs Series: New York 1970

別處系列：1970年紐約

1970

signed, dated *29 April 1993*, inscribed in pencil with one seal of the artist on the reverse
silver gelatin print

31.4 x 47.3cm (12 3/8 x 18 5/8in).

This work was taken in 1970 and printed in 1993.

HK\$25,000 - 50,000

US\$3,200 - 6,400

Provenance

Private Collection, Japan

This work is accompanied by a certificate of authenticity issued by Gallery 21 (Klee Inc., Paris, Tokyo).



147

RODNEY SMITH

羅尼·史密斯

B. 1947

Superslow Exercise in NYC

紐約時超慢運動

2001

signed in pencil on mount

copyright stamped and numbered 3/75

on the reverse

silver gelatin print

26.5 x 26.5cm (10 1/2 x 10 1/2in).

This work was printed under the artist's direct supervision.

HK\$7,000 - 9,000

US\$900 - 1,200

Provenance

Robert Klein Gallery, Boston

Acquired directly from the above by the present owner



Lot 159 detail



THE SUBLIME

昇華



148

**COMPLETE GIBEON IRON METEORITE -
NATURAL TABLETOP SCULPTURE FROM
OUTER SPACE**

來自外太空的天然雕刻－擺件隕石

Iron, fine octahedrite
Gibeon, Great Nama Land, Namibia

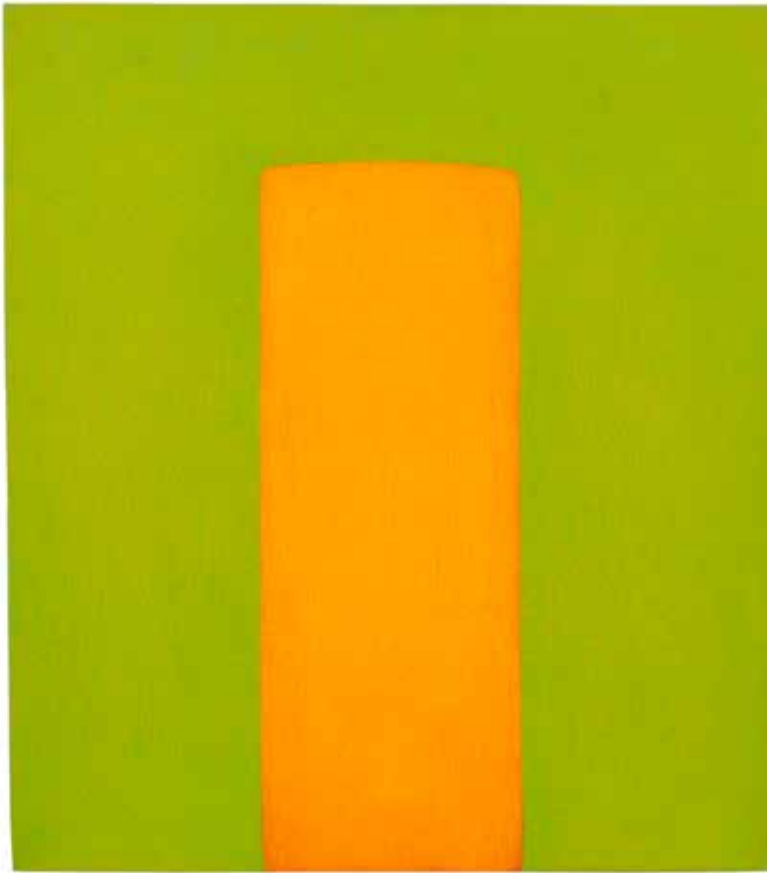
16.6 x 15.7 x 10.1cm (6 1/2 x 6 x 4 in)
5380 grams

Recovered from the edge of the Kalahari Desert, Gibeon iron meteorites are the bounty of a huge meteorite shower that occurred thousands of years ago that exploded and rained down in an elliptical strewn field in what is now Namibia. Local tribesman recovered this specimen with the aid of a metal detector. Generations earlier, Gibeon meteorites found at the surface by indigenous tribesmen were fashioned into spearpoints and

other tools. When cut and etched, the intergrowth of a Gibeon's iron-nickel alloys (it's crystalline structure) is revealed in an exquisite natural design which does not appear in terrestrial ores, and the pattern of Gibeon meteorites is among the most beautiful known. Blanketed with the variegated ochre patina which is the hallmark of the best Gibeon meteorites, this is a superior example of a complete iron meteorite.

一場龐大的隕石雨數千年前發生於納米比亞，而這件隕石是由當地的部落土著所發現。它被雜色的赭石覆蓋著，是一件完美鐵隕石的極佳範例。

HK\$50,000 - 80,000
US\$6,400 - 10,000



149

CHEN RUO BING

陳若冰

B. 1970

Untitled (No. 0758)

無題 (0758號)

2007

signed and dated 2007 on the reverse
acrylic on canvas

90 x 80cm (35 7/16 x 31 1/2in).

HK\$30,000 - 50,000

US\$3,900 - 6,400

Provenance

Gallery KONG, Seoul

Acquired directly from the above by the present owner



150

A GILT COPPER ALLOY FIGURE OF TARA

Nepal or Tibet, 14th/15th century

銅鑲金度母坐像
尼泊爾或西藏十四或十五世紀

Elegantly cast seated in lalitasana on a double-lotus pedestal, the hands in varada mudra and vitarka mudra, flanked by two lotuses rising to the shoulders, the serene face framed by an elaborate tiara and disk earrings, wearing a dhoti delicately adorned with beaded necklaces, armlets and bracelets.

12.8 x 9 x 7.5cm (5 x 3 1/2 x 3in).

HK\$30,000 - 40,000

US\$3,900 - 5,200

The Property of a Gentleman

The present lot demonstrates an excellent craftsmanship of the 14th and 15th century by showing a well-proportioned body with an elegantly-curved torso and a delicate execution on the jewel adornments.

The spiritual and compassionate Tara is highly revered in Tibet and Nepal as a female Bodhisattva, considered as the Goddess of Universal Compassion and the manifestation of the actions of all Buddhas. There are twenty-one forms of Tara and the two most popular ones are Green Tara and White Tara. Green Tara has the special power to help overcome dangers, fears and anxieties as well as grant wishes.



151

LYNN DAVIS

琳·戴維斯

B. 1944

Telecommunications Tower, Badlands, SD

電信塔·惡地國家公園

1997-2000

signed, numbered *1/10* and dated *2000* with
artist's stamp on the reverse
silver gelatin print mounted on archival board,
selenium toned

114 x 110.5cm (44 7/8 x 43 1/2in).

This work was taken in 1997 and printed in 2000
from the original negative under the artist's direct
supervision.

HK\$30,000 - 50,000

US\$3,900 - 6,400

Provenance

Edwynn Houk Gallery, New York

Acquired directly from the above

by the present owner

152

LEE JUNG WOONG

李錠雄

B. 1963

Paint Brush

畫筆

2005

signed

oil on Korean paper

120 x 190cm (47 1/4 x 74 13/16in).

HK\$200,000 - 300,000

US\$26,000 - 39,000

Provenance

Gallery Simyo, Seoul

Acquired directly from the above
by the current owner





153

LEE KWAN WOO

李寬雨

B. 1969

Condensation 縮合

2012

signed, titled, dated 2012 and inscribed on the reverse
mixed media on board

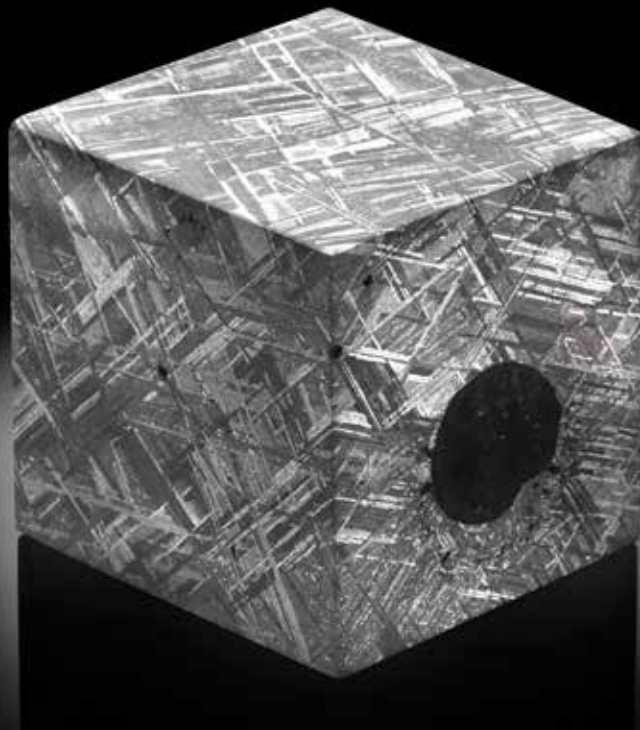
46.8 x 53cm (18 7/16 x 20 7/8in).

HK\$15,000 - 25,000

US\$1,900 - 3,200

Provenance

Private Collection, Korea



154

**MUONIONALUSTA METEORITE
- CUBE WITH ETCHED FACES**

具蝕刻面的立方體隕石

Iron, Fine (IVA) Octahedrite
Kiruna, Norrbotten, Sweden

*6 x 6 x 6cm (2 3/8 x 2 3/8 x 2 3/8in).
approx. 1766 grams*

Dated to have impacted northern Sweden approximately one million years ago, and initially discovered in 1906, this locality has become one of the best sites for fine octahedrite irons. These meteorites are almost always found buried under several feet of glacial moraine, and require specialized metal detectors to be found at these depths.

Of cube form, this specimen was meticulously cut from a meteorite and then carefully dipped in an acid bath in order to reveal the fine octahedrite Widmanstätten pattern, an extraterrestrial metallic grid in shimmering shades of silver and gray comprising of two forms of extraterrestrial nickel-iron: kamacite and taenite. Additionally, a large and

rare troilite inclusion is evident on cube's surface. This is a fine collectible specimen of a well known meteorite. Rarity and difficulty to recover make these specimens uncommon on the market.

這件隕石1960年發現於瑞典北部，推算為約一百萬年前落在地球上。埋在幾英尺深的冰碛之中，由專門的金屬探測器所發現。該隕石切面成立方體形式，然後被浸入酸浴中，顯示出精細八面體Widmanstätten圖案，其中閃爍的金屬包括kamacite和taenite。表面上還有罕見的隕硫鐵物質，十分罕見。

**HK\$28,000 - 35,000
US\$3,600 - 4,500**

Provenance

Property of an East Coast Collector
Property of an Arizona Collector

155

HSIAO CHIN (XIAO QIN)

蕭勤

B. 1935

Un Processo di Penetrazione 一個進入的過程
1972

signed, dated 72 and numbered 52/75
in pencil on preface of portfolio
each print signed, dated 72 and
numbered 52/75 in ink
each lithograph print on Japanese paper

each 25 x 25cm (9 13/16 x 9 13/16in).

This work is a portfolio set of nine prints
in original sleeve.

Published by Edizioni d'arte Giorgio Upiglio, Milan.

HK\$20,000 - 40,000

US\$2,600 - 5,200

Provenance

Private Collection, Asia

Exhibited

National Taiwan Museum of Fine Arts, *Ban 'Hua' Taiwan*, 19 June 2004 - 20 May 2005
Taipei Fine Arts Museum, *The Story of Time: Selections from TFAM Collection*,
23 January - 18 March 2004
Taipei Fine Arts Museum, *Taiwan 60's Print Exhibition*, 17 April - 13 May 1993

Literature

Dimensions Art Center, *Hsiao Chin*, 1996,
p. 294-295
Taipei Fine Arts Museum, *Taiwan 60's Print Exhibition*, 1993, p. 70-71

An edition of this work is collected by the National Taiwan Museum of Fine Arts, Taichung.

"I want to communicate with viewers my learning and understanding of this infinitely evolving universe, hoping that I may gain even deeper and broader knowledge in return."

Hsiao Chin cited in *Endless Energy – Retrospect and Prospect of the Abstract Art of Hsiao Chin*, *Randian* online, March 2016


「我希望能向觀者傳達我對人生、宇宙及無限進化的學習及探討，希望能得到更深更廣的知識和心得。」

摘自蕭勤，〈盡能量—蕭勤藝術的回顧與展望〉
· 網上雜誌《燃點》· 2016年3月





The works of Japanese post-war masters Sueharu Fukami, Nobuyuki Tanaka and Masaaki Yonemoto are regularly sought by curators, institutions, academics and collectors alike, and each have recently been featured in exhibitions and collections of the Metropolitan Museum of Art in New York and the Victoria & Albert Museum in London, to name just two. They are famed not only for their historical uniqueness but also for the gracious way in which they harness representations of the sublime in contemporary art, and in recent years, art works from the Gutai group have been avidly collected by collectors around the world. The sculptures we present in this section similarly work to maximize the expressions of deceptively simple mediums and forms. The epitome of refinement, they recall traditional Japanese imagery, sweeping temple roofs or Samurai helmets. Each pursue perfection in form and finish; the radical celadon glazed porcelain blade by Fukami, the voluptuous red lacquer cone by Tanaka, the ultimate glass wave by Yonemoto.



深見陶治、田中信行、米元優曜三位日本戰後藝術大師的作品，受到策展人、學術機構及藏家的一致認同。近期，這幾位藝術家的作品廣泛在不同的展覽和館藏中展出，包括紐約大都會美術館和倫敦維多利亞與艾伯特博物館等。他們之所以會獲得如此廣大的推崇，除了因其作品在歷史中前所未見之外，其中優美的創作手法更成為當代藝術頂峰中無可取代的表率，近年，具體派的藝術作品更被世界各地藏家所熱切追捧。在這個環節中呈獻的多件雕塑作品，其媒介和形式表面上看似簡單，但每件作品都同樣地盡可能把背後要表達的內容呈現出來。高雅的象徵，令人聯想起傳統的日本景象，如清掃廟宇的簷頂和武士的頭盔。每一件作品均追求完美的形式及飾面，當中包括深見陶治極端偏鋒的釉面青瓷瓷器、田中信行性感體肅的錐形紅漆雕塑，還有米元優曜水波形的玻璃雕塑代表作。



156

SUEHARU FUKAMI

深見陶治

B. 1947

Daybreak 破曉

2016

signed on the underside

slip-cast porcelain with celadon glaze with wood base

32 x 61 x 23cm (12 5/8 x 24 x 9 1/16in).

This is number 6 from an edition of 8.

HK\$100,000 - 150,000

US\$13,000 - 19,000

Provenance

Private Collection, Japan

“If one uses many different types
of glaze, troubles arise.”

Fukami Sueharu cited in *Contemporary Clay, Japanese Ceramics for the New Century*, 2005, p. 88

「假如用上了許多種不同的釉彩，
問題就來了。」

摘自深見陶冶，〈當代陶土，新世紀日本陶藝〉，2005年，第88頁



157

NOBUYUKI TANAKA B. 1959

田中信行

B. 1959

The Tactile Memory - Floral Impression

觸覺記憶 - 花的印象

2015

signed on the inside

dry lacquer on hemp

44 x 99.5 x 30.5cm (17 5/16 x 39 3/16 x 12in).

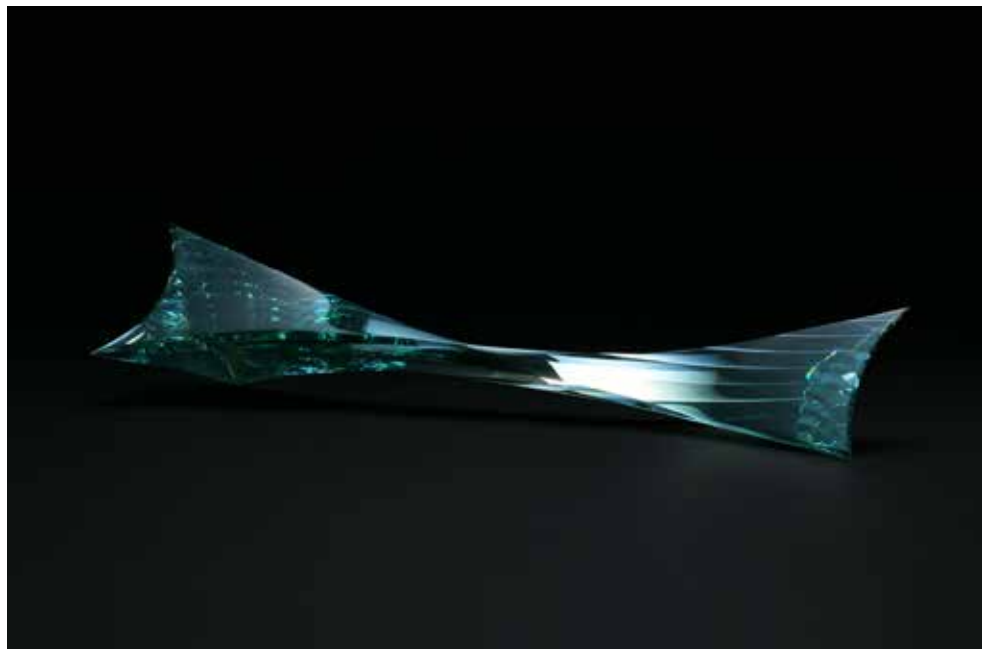
This is a unique work.

HK\$150,000 - 250,000

US\$19,000 - 32,000

Provenance

Private Collection, Japan



158

MASAAKI YONEMOTO

米元優曜

B. 1987

Spiral II

螺旋二

2015

sculpted sheet glass

15 x 74.5 x 18cm (5 7/8 x 29 5/16 x 7 1/16in).

This is a unique work.

HK\$60,000 - 90,000

US\$7,700 - 12,000

Provenance

Private Collection, Japan



159

JUN MORINAGA

森永純

B. 1937

Wave

波

1975

signed, dated 1975, inscribed and numbered 75-49-20 in pencil on the reverse
vintage silver gelatin print, selenium toned

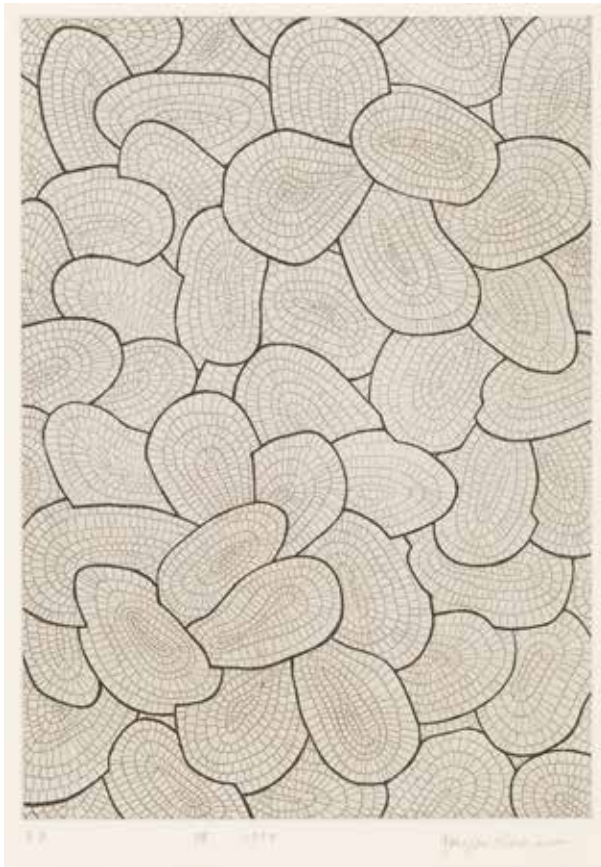
29.7 x 44.6cm (11 11/16 x 17 9/16in).

HK\$30,000 - 50,000

US\$3,900 - 6,400

Provenance

Private Collection, Japan



160

YAYOI KUSAMA

草間彌生

B. 1929

Waves

波

1994

signed, titled, numbered *AP* and dated 1994 in pencil etching on Arches paper

41.8 x 29.5cm (16 7/16 x 11 5/8in).

This work is an artist proof of 8 plus an edition of 50.

HK\$25,000 - 35,000

US\$3,200 - 4,500

Provenance

Private Collection, Japan



161

KANETA MASANAO

兼田昌尚

B. 1953

Hagi Stoneware Teabowl

石茶碗

circa 2013

signed with one seal of the artist

ash glazed stoneware

14 x 9.8cm (5 1/2 x 3 7/8in).

HK\$15,000 - 20,000

US\$1,900 - 2,600

Provenance

Robert Yellin Yakimono Gallery, Japan

Acquired from the above by the present owner

This work is accompanied by a certificate of authenticity issued by Robert Yellin Yakimono Gallery, Japan.



162

ROBERT LONGO

羅伯特·隆戈

B. 1953

Untitled (Et In Arcadia Ego)

無題 (即使在阿爾卡迪也有我)

2010

signed, numbered 8/30 and dated 2010 in pencil
archival pigment print

56 x 86cm (22 1/16 x 33 7/8in).

HK\$50,000 - 80,000

US\$6,400 - 10,000

Provenance

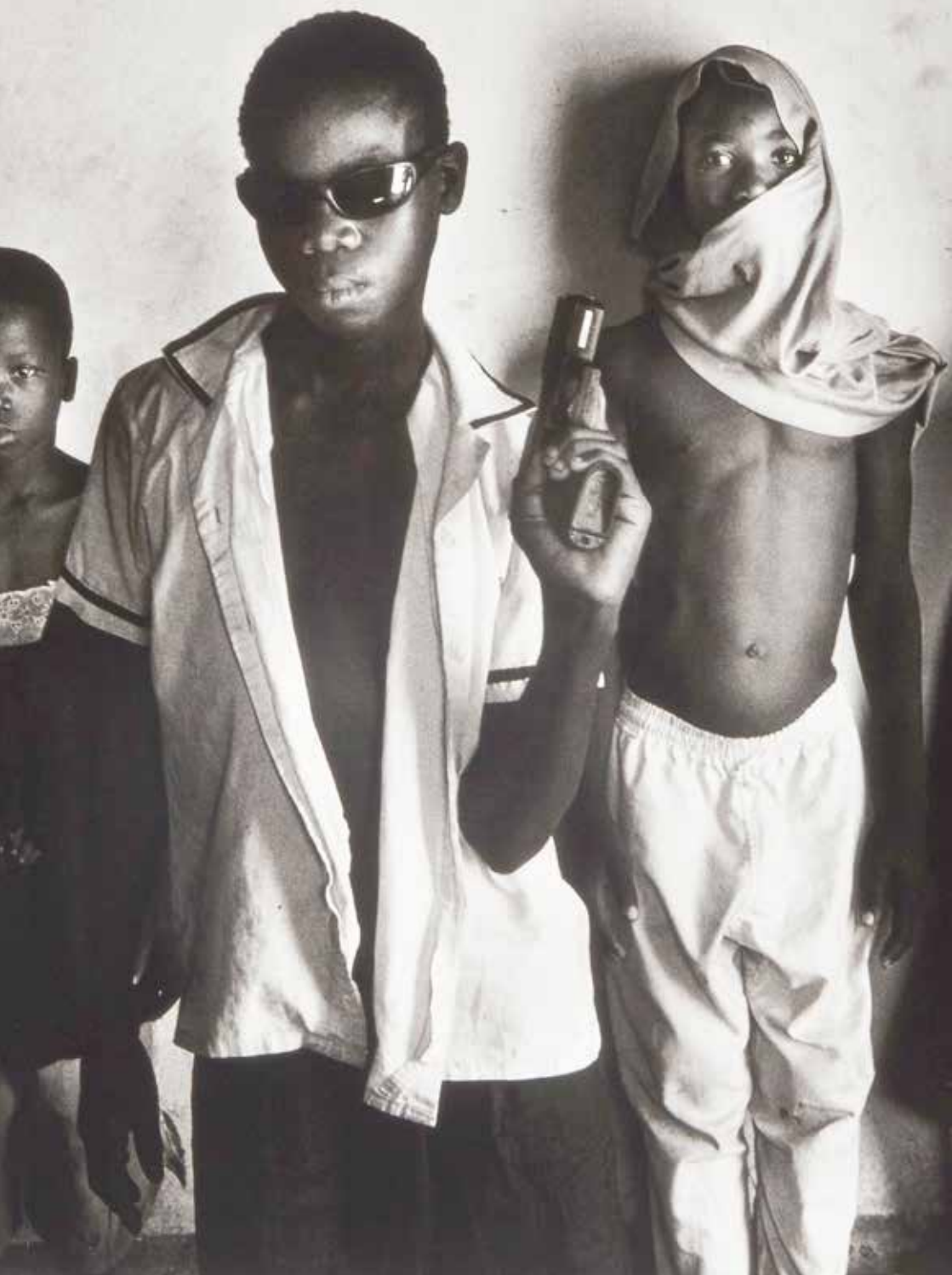
Vogtle Contemporary, Switzerland

Acquired from the above by the present owner

A dark, atmospheric photograph of a person in a hooded garment holding a handgun, with another person partially visible on the right. The scene is dimly lit, creating a sense of mystery and tension.

URBAN MYTHS & LEGENDS

城市神話與傳說



“These wall fragments form to become a map of existence. A map tracking our existential obsession that compels us to visit other places. It is the obsession of every street artist to always leave ‘tracks’ wherever he goes, be it in another city or abroad. Everywhere he goes he will always draw to mark his existence. As such, the ubiquitous wall has become an important medium for all street artist, as it is now their canvas. The wall is also a silent witness of a place, regardless whether it is eventually destroyed, painted over, covered with posters, subsumed into buildings, imagine all these pieces of inscribed walls gathered together in one place. These fragments of walls will seem as scattered islands, representing every province, and a country we once etched drawing on to mark our existence.”

Darbotz interviewed on the occasion of ARTJOG 2013

「這些牆壁的零星碎片形成了一個關於存在的地圖。這張地圖，追趕著我們想要證明存在的執念，迫使我們移動軌跡至不同地點。每一個街頭藝術家都有這樣的執念，在去過的城市或國家，留下自己的『印記』。無論在哪裡，以自身的藝術印記來記錄存在。於是，隨處可見的牆成為所有街頭藝術家的畫布，向世界大聲宣告的媒介。牆壁也是一個城市的無聲見證，有的逐漸毀壞中，有的被蓋上油漆，有的被貼上海報，有的則陷入為建築物的一部分，試想想這些畫上了記號的牆壁都匯集在同一地方。這些牆壁的零星碎片就如一個個零散各處的島嶼一樣，代表著不同的領域，甚至是一個我們曾經在上面留下印記，以證明我們存在過的國度。」

摘自Darbotz於2013年ARTJOG藝博會中之訪問



163

DARBOTZ
B. 1981

Island of Walls
牆壁島嶼
2013

signed and dated 2013 on lower right corner
acrylic and spray paint on resin

100 x 200cm (39 3/8 x 78 3/4in).

HK\$30,000 - 50,000
US\$3,900 - 6,400

Provenance
Private Collection, Singapore

Darbotz is a leading urban artist from South East Asia, famous worldwide among other street artists and considered Jakarta's 'King of Graffiti'.

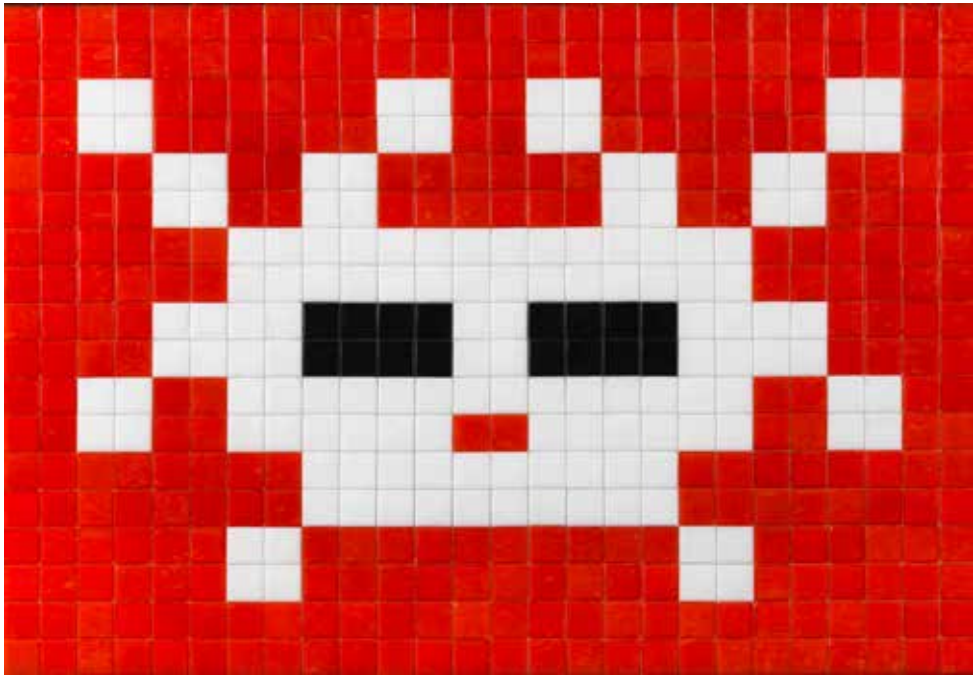
Darbotz為東南亞首屈一指的城市藝術家，也是蜚聲國際的街頭藝術家之一，被譽為雅加達「塗鴉之王」的稱號。

“Going into a city with tiles and cement and invading it, this is the most addictive game I have ever played.”

Invader, cited in 'Rubik-kubisme', *Sunday Magazine*, February Edition, 2013, p. 7

「利用瓷磚及水泥入侵一個城市
—這個遊戲使我不能自拔。」

摘自Invader · 〈魔方的立體主義〉 · 《Sunday Magazine》 · 2月刊 · 2013年 · 第7頁



PROPERTY FROM JARED LETO'S PRIVATE COLLECTION

164

INVADER

B. 1969

KAT_11

2008-2011

signed, titled and dated *2008-2011* on the reverse
mosaic on perspex panel with ID card inserted
on the reverse

36 x 52cm (14 3/16 x 20 1/2in).

This work is unique.

HK\$150,000 - 200,000

US\$19,000 - 26,000



165

DONALD BAECHLER

唐纳德·贝希勒

B. 1956

Crowd

人群

1989

signed and dated 89 in pencil
ink and watercolour collage on paper

57 x 49cm (22 7/16 x 19 5/16in).

HK\$20,000 - 30,000

US\$2,600 - 3,900

Provenance

Sale: Sotheby's New York, *Contemporary Art*, 26th
February 2007, Lot 267

Acquired directly from the above by the present owner



166

MUONIONALUSTA METEORITE
THE BOOMERANG

迴力鏢型狀的隕石

Iron, Fine (IVA) Octahedrite
Kiruna, Norrbotten, Sweden

Meteorite measures 50.8 x 38.1cm (20 x 15in).
Height with stand: 76.2cm (30in).

This exceptional boomerang-shaped meteorite slice is cut from the largest known Muonionalusta meteorite found to date, weighing over one ton. The Muonionalusta iron-nickel metal is known to be some of the hardest meteorite and is quite difficult to cut, especially with larger sizes such as this slice.

Offered is a slice of Muonionalusta is the classic Widmanstätten patterns of meteorite metal matrix, an unearthly grid of shimmering shades of grey

and silver, comprising two forms of nickel-iron, kamacite, and taenite. The high nickel content galvanizes the iron to some extent, which aids immensely in the meteorite's survival for nearly a million years under conditions highly favorable to rusting. Rarity and difficulty to recover make these specimens uncommon on the market.

Custom mounted.

這個迴力鏢型隕石是從全球最大的隕石裁切雕刻而成，整個隕石被發現時逾一噸，非常堅硬。而此切片的大小在市場上被視為罕見。閃爍的灰色和銀色的kamacite和taenite物質，型成隕石上經典的Widmanstätten圖案。

HK\$100,000 - 150,000
US\$13,000 - 19,000



167

PAOLO PELLEGRIN

保羅·佩勒格林

B. 1964

A Baby Gang in Port au Prince Slum
of Cite Soleil, Haiti, February 2006

太子港嬰兒幫

2006

signed and numbered 1/10 on the reverse
black and white inkjet print

50.8 x 60.9cm (20 x 24in).

HK\$30,000 - 50,000

US\$3,900 - 6,400

Provenance

Bonni Benrubi Gallery, Inc., New York

Acquired directly from the above by the present owner



(i)

168

UGO UNTORO

烏果·安托羅

B. 1970

Three works

三件作品

(i) Morning Freedom

2008

signed, titled and dated 008

ink on paper

35 x 35cm (13 3/4 x 13 3/4in).

(ii) Untitled

2007

signed, inscribed and dated 007

33 x 41cm (13 x 16 1/8in).

(iii) Untitled

2007

signed, inscribed and dated 007

33 x 41cm (13 x 16 1/8in).

HK\$12,000 - 15,000

US\$1,500 - 1,900

Provenance

Private Collection, Singapore



(ii)



(iii)

169
ARMAN
阿曼
1928-2005

Table Avec Coulées Bleues et Noires
藍黑色的桌子
2002

signed
with a label numbered 12 affixed to the underside
silkscreen ink and ink bottles in plexiglass and glass table

33 x 125 x 100 cm (13 x 49 3/16 x 39 3/8in).

This is number 12 from an edition of 60.

HK\$40,000 - 50,000
US\$5,200 - 6,400

Provenance
Opera Gallery, Hong Kong
Acquired directly from the above by the present owner

This work is accompanied by a certificate of authenticity
issued by Opera Gallery, Hong Kong.



(detail)



170

BANKSY

班克斯

B. 1975

Watchtower

崗樓

2007

signed and numbered 3/15 on the underside of the base
olivewood

height: 24cm (9 7/16in).

HK\$100,000 - 150,000

US\$13,000 - 19,000

Provenance

Acquired directly from the artist by the present owner

This work is accompanied by a certificate of authenticity issued
by Pest Control Office.







171

YUE MINJUN

岳敏君

B. 1962

Untitled (Smile-ism No. 18)

無題 (微笑主義之18)

2006

signed and numbered 45/45
lithograph on paper

110.5 x 90cm (43 1/2 x 35 7/16in).

HK\$20,000 - 30,000

US\$2,600 - 3,900

Provenance

Private Collection, Beijing

Private Collection, New York



172

YU YOUHAN

余友涵

B. 1943

Mao Series: Chairman Mao

「毛」系列：毛主席過生日

signed and numbered AP 5/5 in pencil
silkscreen print on paper

95 x 68cm (37 3/8 x 26 3/4in).

This work is an artist proof of 5 plus
an edition of 80.

HK\$25,000 - 35,000

US\$3,200 - 4,500

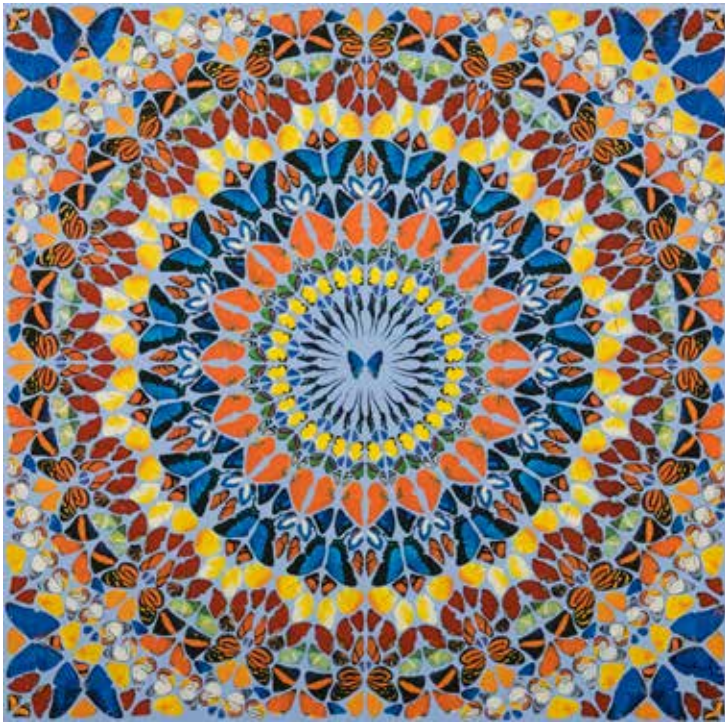
Provenance

Loftyart Gallery, Taipei

Acquired directly from the above by the present
owner

Exhibited

Loftyart Gallery, *In the Prime of Vitality*, Taipei, 17
October - 1 November 2012



173

DAMIEN HIRST

達米恩·赫斯特

B. 1965

Kindness

仁慈

2011

signed and numbered 1/50 in felt-tip
silkscreen print on wove paper

91.4 x 91.4cm (36 x 36in).

This is number 1 of 50 plus an edition of 10 artist proofs.

Published by Other Criteria, London.

HK\$50,000 - 70,000

US\$6,400 - 9,000

Provenance

Private Collection, London



174

ANDY WARHOL

安迪·沃荷

1928 - 1987

Electric Chair

電椅

1971

signed and dated 71 in pencil, stamp-numbered 89/250, with the artist's copyright stamp on the reverse

silkscreen print on wove paper

90 x 121.6cm (35 7/16 x 47 7/8in).

This is number 89 from an edition of 250 plus 50 artist's proofs.

Printed by Silkprint Kettner, Zurich. Published by Bruno Bischofberger, Zurich.

HK\$55,000 - 70,000

US\$7,100 - 9,000

Provenance

Sale: Phillips New York, *Editions*, 1 November 2012, Lot 217

Gow Langsford Gallery, New Zealand

Private Collection, New Zealand

Literature

Frayda Feldman, Jorg Schellmann, *Andy Warhol Prints, A Catalogue Raisonne 1962-1987*, New York, 2003, Fourth Edition, p.79, ill. no. II.83



(i)



(ii)

175

TAKASHI MURAKAMI

村上隆

B. 1962

Flower Smile & Flower

花之微笑及花

2011 & 2002

(i) signed and numbered 49/300 with artist's copyright statement

(ii) signed and numbered 126/300 with artist's copyright statement

each 52 x 52cm (20 1/2 x 20 1/2in).

two works

HK\$10,000 - 12,000

US\$1,300 - 1,500

Provenance

Private Collection, Japan

NO RESERVE

不設底價



176

SUI JIANGUO

隋建國

B. 1956

Made in China (White)

中國製造 (白色)

2007

signed and numbered 34/150 on the underside
synthetic resin and baked lacquer

85 x 68 x 50cm (33 7/16 x 26 3/4 x 19 11/16in).

HK\$15,000 - 25,000

US\$1,900 - 3,200

Provenance

Ullens Center for Contemporary Art, Beijing

Acquired directly from the above by the present owner

177

YOSHITOMO NARA

奈良美智

B. 1959

Untitled

無題

1993

acrylic on paper

23.5 x 15.7cm (9 1/4 x 6 3/16in).

HK\$80,000 - 130,000

US\$10,000 - 17,000

Provenance

Private Collection, Japan

Literature

Chronicle Books LLC, *Yoshitomo Nara: The Complete Works*, San Francisco, 2011, USA, cat no. D-1993-057





178

KIMIYO MISHIMA

三島喜美代

B. 1932

Work-86-B

作品 86-B

1987

signed and dated 87 on the underside
ceramic

20 x 25 x 16cm (7 7/8 x 9 13/16 x 6 5/16in).

HK\$25,000 - 50,000

US\$3,200 - 6,400

Provenance

Private Collection, Japan



179

KIMIYO MISHIMA

三島喜美代

B. 1932

News Paper

報紙

signed on the underside

ceramic

17 x 27 x 21cm (6 11/16 x 10 5/8 x 8 1/4in).

HK\$20,000 - 30,000

US\$2,600 - 3,900

Provenance

Private Collection, Japan





REVERIES

空想與夢



180

YANG FUDONG

楊福東

B. 1971

No Snow on the Broken Bridge - 1

斷橋無雪 - 1

2006

signed on Shanghart Gallery label on the reverse
photograph

120 x 180cm (47 1/4 x 70 7/8in).

This work is number 8 from an edition of 10.

HK\$80,000 - 120,000

US\$10,000 - 15,000

Provenance

ShanghART Gallery, Shanghai

Acquired directly from the above by the present owner

Literature

Sherman Contemporary Art Foundation, *Yang Fudong:*

No Snow on the Broken Bridge, Paddington, 2011, p. 10 & 11



181

LITA CABELLUT

麗塔·卡貝魯特

B. 1961

Mingus

明格斯

2007

signed, titled and dated 2007 on the reverse

mixed media on canvas

200 x 165cm (78 3/4 x 64 15/16in).

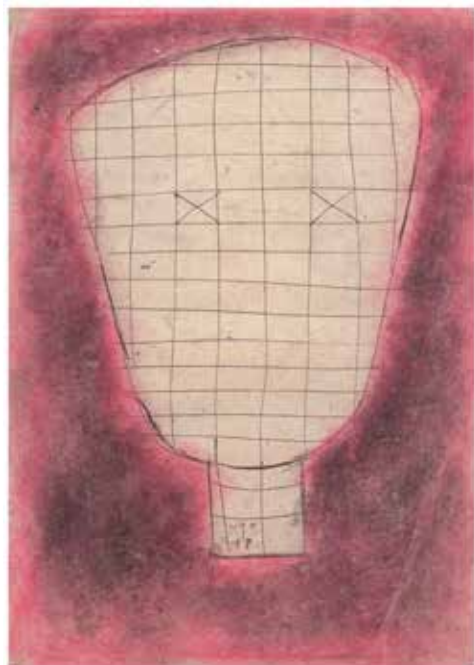
HK\$80,000 - 100,000

US\$10,000 - 13,000

Provenance

Opera Gallery, Hong Kong

Acquired directly from the above by the present owner



182

UGO UNTORO

烏果·安托羅

B. 1970

Untitled & Untitled

無題 & 無題

1998

each signed and dated 98

each mixed media on paper

each 29 x 21cm (11 7/16 x 8 1/4in).

two works

HK\$8,000 - 10,000

US\$1,000 - 1,300

Provenance

Private Collection, Singapore



183

YAYOI KUSAMA

草間彌生

B. 1929

Pumpkin

南瓜

1990

signed, titled, dated 1990 and numbered 50/100 in pencil
silkscreen print on paper

53.5 x 45cm (21 1/16 x 17 11/16in).

HK\$75,000 - 100,000

US\$9,700 - 13,000

Provenance

Private Collection, Japan

On Pumpkins

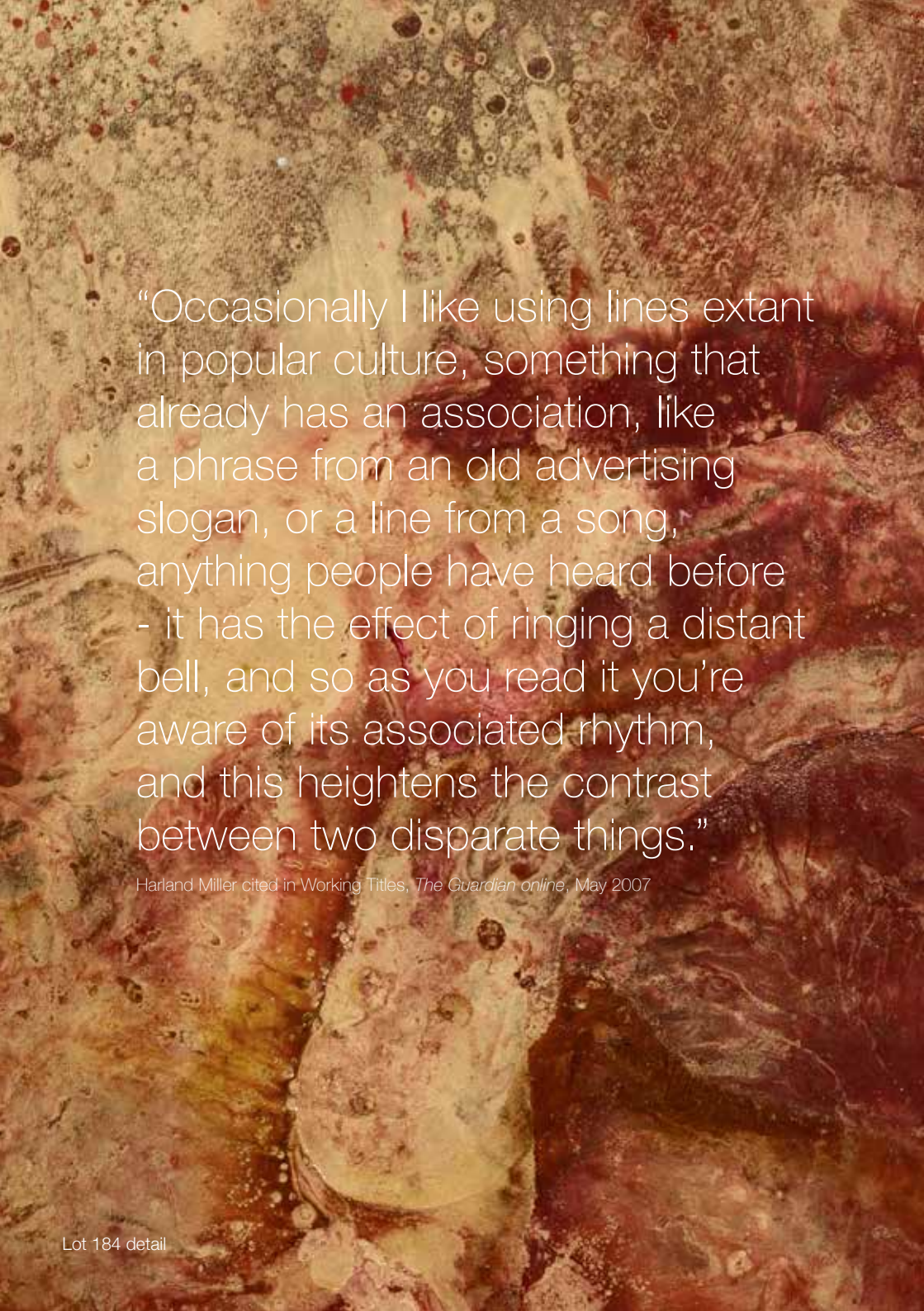
Pumpkins are loveable and their
wonderfully wild and humorous atmosphere
never ceases to capture the hearts of people.
I adore pumpkins.
As my spiritual home since childhood,
and with their infinite spirituality,
they contribute to the peace of mankind across the world
and to the celebration of humanity. And by doing so,
they make me feel at peace.
Pumpkins bring about poetic peace in my mind.
Pumpkins talk to me.
Pumpkins, Pumpkins, Pumpkins.
Giving off an aura of my mental state,
they embody a base for the joy of living,
a living shared by all of humankind on earth.
It is for the pumpkins I keep on going.

Yayoi Kusama, On Pumpkins, *Yayoi Kusama: Pumpkins*, 2014

南瓜之詩

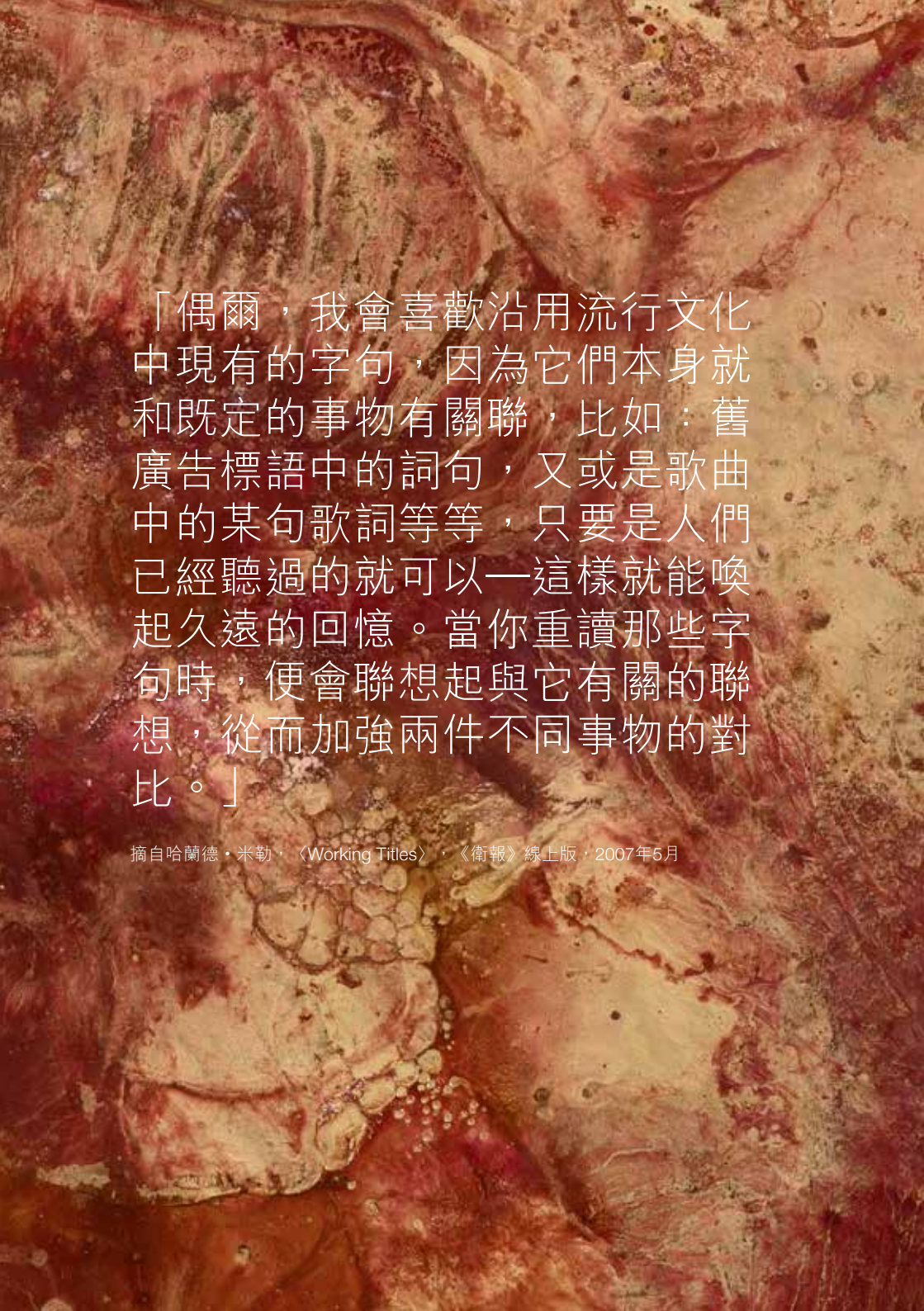
南瓜很是可人，她們那
極其狂野、幽默的氣場，
不停俘虜人們的心。
我愛慕南瓜。
自小它就是我的心靈歸處，
她們以不竭的靈性，
對人世間的靜謐、
人性的慈愛貢獻良多。由此，
她們讓我心靈平和。
南瓜為我造就詩般的平和思緒。
南瓜對我說話，
南瓜，南瓜，南瓜，
散發着我心神的芳香，
她們為美好生活奠基，
那世上的人們共享的生命。
爲了南瓜，我繼續走下去。

草間彌生，〈南瓜之詩〉，《草間彌生：南瓜》，2014年



“Occasionally I like using lines extant in popular culture, something that already has an association, like a phrase from an old advertising slogan, or a line from a song, anything people have heard before - it has the effect of ringing a distant bell, and so as you read it you’re aware of its associated rhythm, and this heightens the contrast between two disparate things.”

Harland Miller cited in *Working Titles*, *The Guardian online*, May 2007



「偶爾，我會喜歡沿用流行文化中現有的字句，因為它們本身就
和既定的事物有關聯，比如：舊
廣告標語中的詞句，又或是歌曲
中的某句歌詞等等，只要是人們
已經聽過的就可以——這樣就能喚
起久遠的回憶。當你重讀那些字
句時，便會聯想起與它有關的聯
想，從而加強兩件不同事物的對
比。」

摘自哈蘭德·米勒，〈Working Titles〉，《衛報》線上版，2007年5月

184

HARLAND MILLER

哈蘭德·米勒

B. 1964

Bondage on a Shoe String

鞋帶綑綁

2012

signed in pencil

watercolour, acrylic and oil on paper

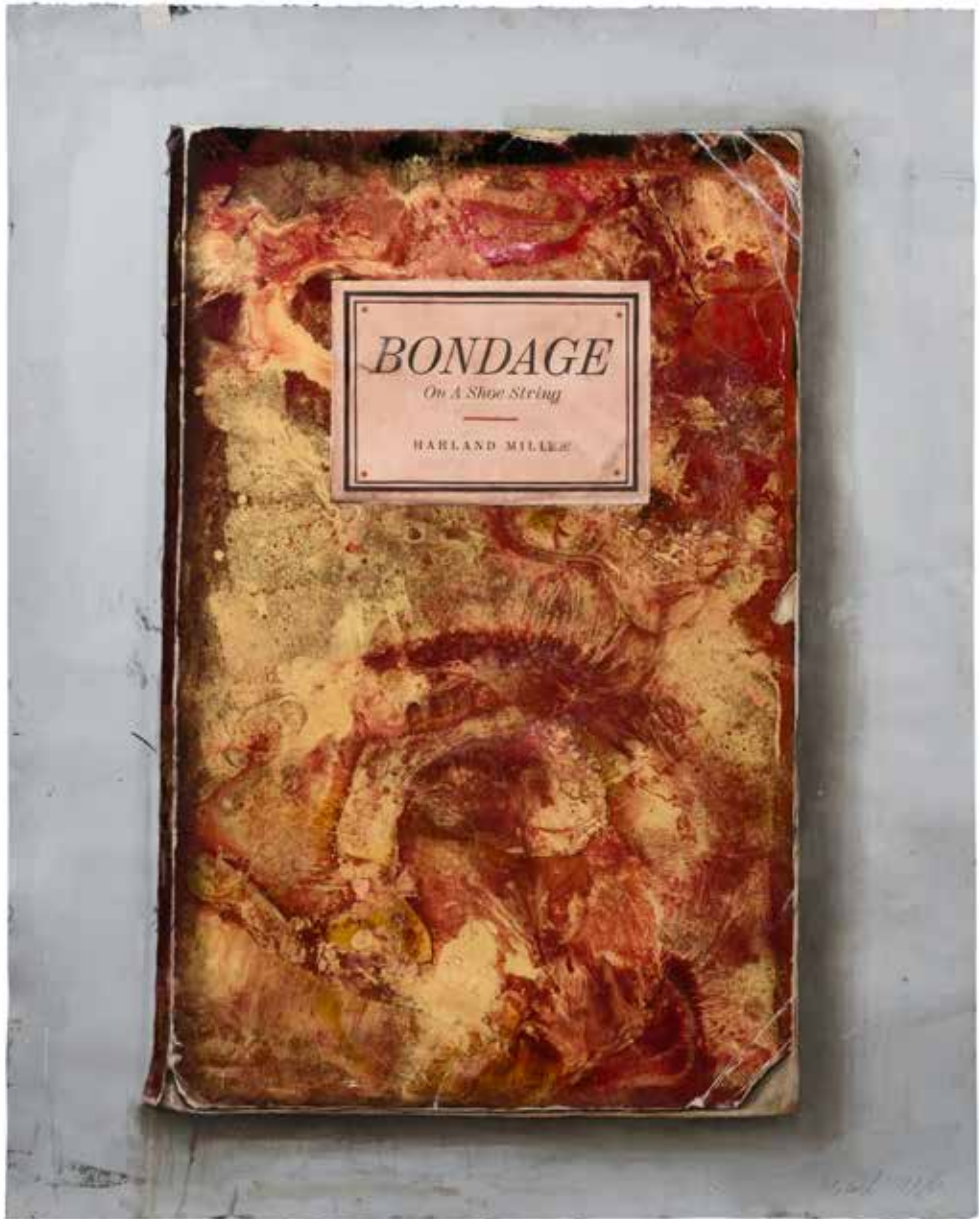
152 x 122cm (59 13/16 x 48 1/16in).

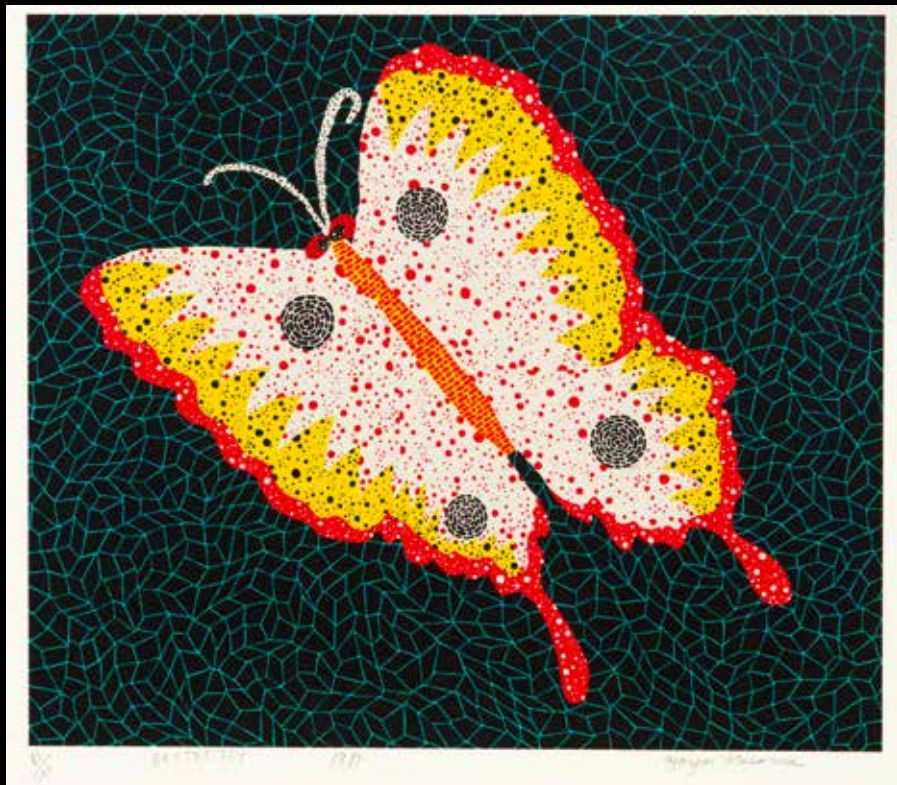
HK\$180,000 - 250,000

US\$23,000 - 32,000

Provenance

Private Collection, Asia





185
YAYOI KUSAMA
草間彌生
B. 1929

Butterfly
蝶
1985

signed, titled, numbered 61/100 and dated 1985 in pencil
silkscreen print on Verin d'Arches paper

45.5 x 53cm (17 15/16 x 20 7/8in).

Printed by Ishida Ryoichi, Japan.

HK\$50,000 - 60,000
US\$6,400 - 7,700

Provenance
Private Collection, Japan

186

ZHAI LIANG

翟涼

B. 1983

Wishing Well

許願井

2012

watercolour on paper

31 x 39.5cm

(12 3/16 x 15 9/16in).

HK\$5,000 - 7,000

US\$650 - 900

Provenance

Private Collection, Asia



187

ZHAI LIANG

翟涼

B. 1983

Cards on the Wall

牆上的卡

2012

watercolour on paper

36.5 x 26cm (14 3/8 x 10 1/4in).

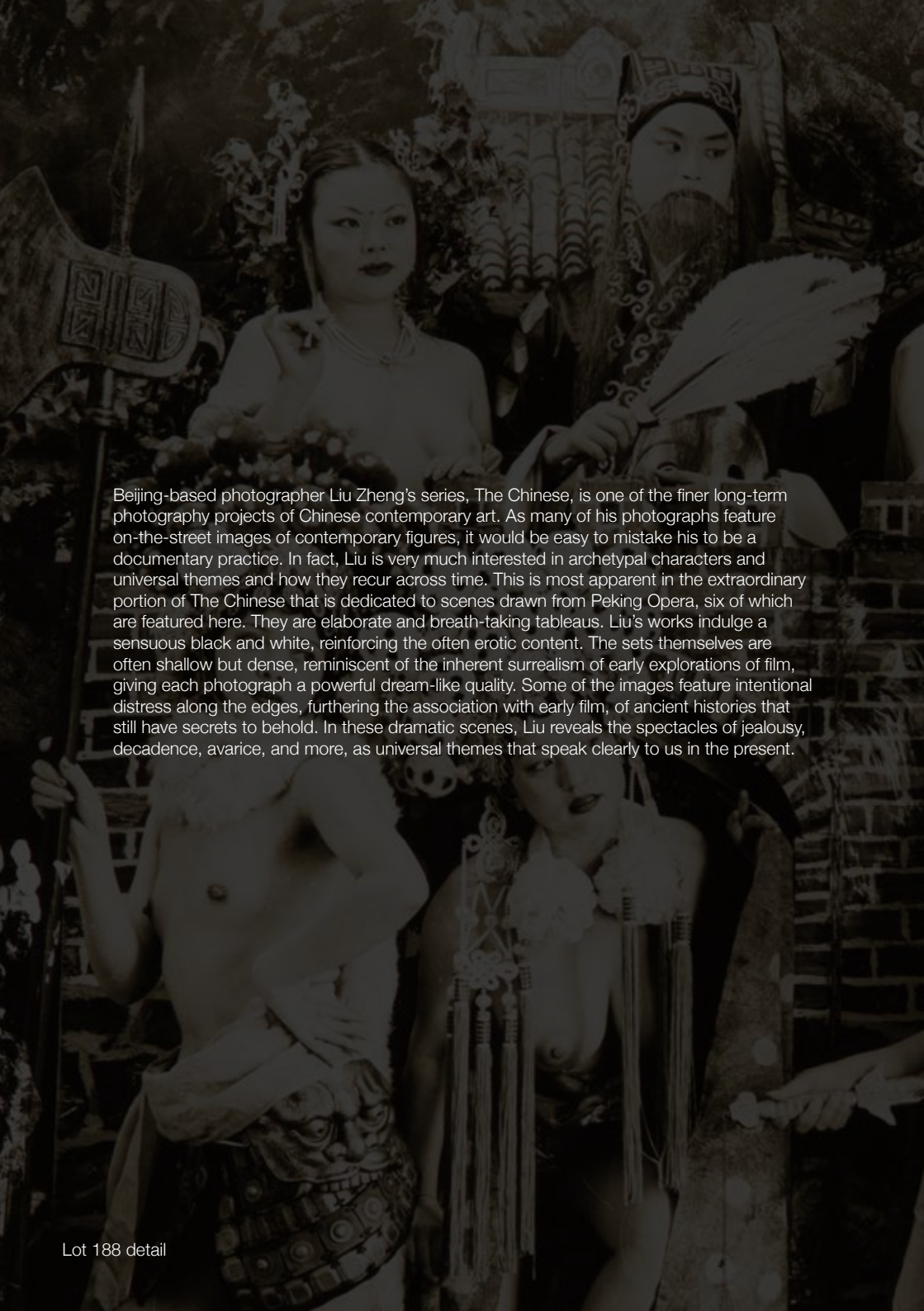
HK\$4,000 - 6,000

US\$520 - 770


Provenance

Private Collection, Asia





Beijing-based photographer Liu Zheng's series, *The Chinese*, is one of the finer long-term photography projects of Chinese contemporary art. As many of his photographs feature on-the-street images of contemporary figures, it would be easy to mistake his to be a documentary practice. In fact, Liu is very much interested in archetypal characters and universal themes and how they recur across time. This is most apparent in the extraordinary portion of *The Chinese* that is dedicated to scenes drawn from Peking Opera, six of which are featured here. They are elaborate and breath-taking tableaux. Liu's works indulge a sensuous black and white, reinforcing the often erotic content. The sets themselves are often shallow but dense, reminiscent of the inherent surrealism of early explorations of film, giving each photograph a powerful dream-like quality. Some of the images feature intentional distress along the edges, furthering the association with early film, of ancient histories that still have secrets to behold. In these dramatic scenes, Liu reveals the spectacles of jealousy, decadence, avarice, and more, as universal themes that speak clearly to us in the present.



定居北京的攝影師劉錚，其攝影系列《國人》的時間跨度長，為中國當代藝術中較為細膩的作品。由於劉錚有不少攝影作品都為當代人物的街頭拍攝，因此不少人會誤以為他的作品為紀實攝影類別。事實上，劉氏對未經修飾的人物本體、普世主題，以及它們如何在時間軸中復現尤感興趣。而這些特質，特別能於《國人》系列中體現出來，當中以京劇為場景的作品比例特別多，是次拍賣將展示其中六幅作品。這些作品精巧、引人入勝，是活生生的畫像。劉氏的作品滲透著感性的黑白色調，把屢見於其作品的情慾主題，表現得更為深刻。這些作品常以淺景拍攝，但卻深刻緊湊，讓人聯想起早期電影探索中潛在的超現實主義，讓每一幀攝影作品擁有如夢境般的動人質感。不起眼的歷史仍然隱藏著鮮為人知的秘密，而部分作品則特寫當中的困窘，進一步體現出攝影作品與早期電影的關聯。劉氏利用這些戲劇化的場面，剖視嫉妒、墮落、貪婪等等的景象，讓一個個普世主題清晰地浮現在我們的眼前。

188

LIU ZHENG

劉錚

B. 1969

Peking Opera Series

京劇系列

1997-99

(i) Beating the Princess

1997

gelatin silver print

signed, numbered 16/20 and dated 1997 on the reverse

(ii) The Empty City

1998

gelatin silver print

signed, numbered 16/20 and dated 1998 on the reverse

(iii) Muke Village

1998

gelatin silver print

signed, numbered 16/20 and dated 1998 on the reverse

(iv) Quelling the White-Boned Demon

1997

gelatin silver print

signed, numbered 16/20 and dated 1997 on the reverse

(v) Self Portrait

1999

gelatin silver print

signed, numbered 16/20 and dated 1999 on the reverse

(vi) The Web Cave

1997

gelatin silver print

signed, numbered 16/20 and dated 1997 on the reverse

each 37 x 37cm (14 9/16 x 14 9/16in).

six works

HK\$100,000 - 150,000

US\$13,000 - 19,000

Provenance

Yossi Milo Gallery, New York

Acquired directly from the above by the present owner

Literature

DuMont Buchverlag, *China Art Book*, Germany, 2007, p. 225



(i)



(ii)



(iii)



(iv)



(v)



(vi)



189

ALEC SOTH
埃里克·索斯
B. 1969

Sugar's, Davenport
脱衣酒吧·達芬波特
2002

signed, titled, numbered 3/5 and dated 2002 on the reverse
chromogenic print

61 x 50.8cm (24 x 20in).

HK\$25,000 - 30,000
US\$3,200 - 3,900

Provenance

Yossi Milo Gallery, New York
Acquired directly from the above by the present owner



190

ERWIN OLAF

厄文·奥拉夫

B. 1959

Rain Series: The Dancing School

雨系列：跳舞學校

2004

signed, titled, inscribed and dated 2004
on an artist's label affixed to the reverse
lamda print on Kodak paper

70 x 99.5 cm (27 9/16 x 39 3/16in).

HK\$40,000 - 60,000

US\$5,200 - 7,700

Provenance

Hasted Hunt, New York

Acquired directly from the above by the present owner



191

SARA VANDERBEEK

薩拉·范德比克

B. 1976

Foundation, Law Street

地基·法律街

2010

signed, numbered *1/6* and dated *2010* on a gallery label affixed

to the reverse

digital C-print

40 x 50.8cm (15 3/4 x 20in).

HK\$20,000 - 30,000

US\$2,600 - 3,900

Provenance

Metro Pictures, New York

Acquired directly from the above by the present owner

GLOSSARY

AQUATINT

An etching process in which tone is created by treating a plate with fine particles of acid-resistant material (powdered resin) and then placing the plate in an acid bath. The acid bites into the plate between the grains of resin, and when printed, the mass of tiny spots produces a textured area with tonal effects similar to water colour wash.

凹版細點蝕刻

在蝕刻過程中，於模版上塗上細微的防酸蝕粒子（粉狀樹脂），然後再以酸性液體浸蝕模版。酸性物質於是滲入樹脂粉粒的紋理之中，腐蝕沒有被樹脂覆蓋的模版。印製時，無數的小細點形成凹凸有致的版面，並產生色調變化，猶如水彩暈染效果。

ARTIST'S PROOF / EPREUVE D'ARTISTE

Impressions printed especially for the artist and excluded from the numbering of an edition, but exactly like the editioned prints in every other respect. Usually appears as "A.P" or "E.A."

藝術家試版/藝術家保存版

藝術家在版畫大量製作前的測試訂版，並不計算入版次數目之內，但各方面均與正式版畫無異。多以縮寫「A.P.」或「E.A.」標註。

BLIND IMPRESSION

The embossed or debossed impressions left on the surface of the paper but made without ink, paint or colour.

無色壓印

紙張上浮凸或凹下的無色壓痕，當中未有塗上任何油墨、油漆或顏料。

BLINDSTAMP

The embossed, inked, or stamped symbol used by printers and print workshops, usually in the margin of the paper as a mark of identification.

作品款印

版畫師或版畫工作室的專用記號，可為凸印、墨印或戳印，多於作品邊緣出現，以作鑑別之用。

BON À TIRER

The proof approved by the artist which establishes the standard for all of the other prints in the edition.

正式版樣

經藝術家核實的校樣，為印製正式版畫的統一標準參考版。

BURR

When using a drypoint needle or other engraving tool to draw directly into a metal plate small fine pieces of metal are raised up on both sides of the scored line. This burr holds additional ink during the printing process and gives the lines a velvety or fuzzy texture. Burr is very delicate and consequently is easily worn down during the pressures of the printing process. Early pulls or impressions taken from such plates are characterised by rich burr. In the case of Old Master prints especially, the quantity and evidence of burr can sometimes be used as an aid in determining how early the impression was pulled.

粗糙刻線

使用直接刻線法或其他工具直接於鐵版上刻畫時，刻痕兩側會衍生出細微的金屬屑，形成粗糙刻線。在印製過程中，粗糙刻線會比其他地方較易沾上更多的油墨，因而產生柔和、模糊的線條。粗糙刻線非常精細，故在印製的受壓過程中十分容易壓平消失。故此，印次較早的版畫，刻線相對會更為明顯。粗糙刻線的密集程度和狀況有時候可斷定作品的版次，尤其在鑑別古典版畫的版次時，多會使用此法。

CHINE APPLIQUÉ

Chine appliqué or chine collé is a method of paper-making characterized by affixing a thin sheet of smooth white paper, also called china paper or chine, with glue or water, to a sturdy woven paper, which acts as a support sheet. When the paper is run through the press during the printing process, the two sheets are firmly bonded together.

中國畫仙紙法

中國畫仙紙法或中國膠質紙法為印刷上的加固強化技術，即用漿糊或水把纖薄白紙（亦稱宣紙）貼在結實的織紙之上以作鞏固之用。印製過程中，兩紙同一時間進行印壓，並牢固地黏合起來。

CHROMOGENIC PRINT / C-PRINT

Made from a colour negative which is exposed to chromogenic photographic paper (a type of wet process paper) that contains three emulsion layers, each of which is sensitised to a different primary colour. Once exposed, it is submerged into a chemical bath where each layer reacts to create a full-colour image.

彩色沖印/ C型沖印 (C-PRINT)

有色印相紙（濕版攝影相紙的一種）包含三層感光乳劑，每層均對不同的原色有敏感反應，而彩色底片則透過有色印相紙沖印出影像。經曝光後，有色印相紙便會放進化學劑中浸洗，使感光乳劑產生化學反應，從而顯影出全彩色圖像。

CIBACHROME

A silver dye-bleach process that forms a photographic image by selectively bleaching dyes already existing within the paper. Renowned as one of the most stable, longest-lasting of all colour prints.

西霸彩色沖印

以銀鹽漂白法製作圖像，局部漂白印相紙上已經染色之部分，為其中一種效果最穩定、顏色最耐存的全色沖印法。

COLOPHON / JUSTIFICATION

A note, usually at the end of a book or portfolio of prints, giving all or some of the following information: name of work, author, printer, place of printing, date, size of edition.

版權頁/ 出版商標

置於印刷書籍或版畫作品集的尾頁，當中註有如作品名稱、藝術家姓名、版畫師、出版地、出版日期以及版本尺寸等資料。

CYANOTYPE

One of the oldest monochrome photographic processes that do not use silver salts. It is based on the reaction of iron salts to light. A chemical solution is then applied to the paper and the exposure to natural light changes the composition of the iron salts. The paper is then rinsed with water to wash the unexposed iron salts. The blue tonality of the prints are as a result of the drying process and have led many to refer to this process more commonly as 'blueprints'.

靛版沖印

其中一種非銀鹽沖印的古老單色沖印法，當中利用鐵鹽曝光的作用製作圖像。以化學溶液塗於相紙，並將之置於自然光下，令鐵鹽成分變異。然後把相紙浸於水中，以將餘下沒有曝光的鐵鹽洗掉。風乾過程會令印相紙產生藍色色調，故不少人稱之為「藍印法」。

DAGUERREOTYPE

One of the first photographic printing processes to gain widespread commercial success. A daguerreotype was made by suspending a polished, silver plated copper sheet over iodine vapors and therefore rendering the silver surface light-sensitive. The plate, placed in the camera was exposed for as long as 20 minutes. Following exposure, the plate was developed over hot mercury fumes. Each daguerreotype is unique and sharply defined.

銀板沖印法

其中一個大規模地應用至商業範疇的沖印法。所謂銀板攝影，即將鍍有薄銀的銅板洗淨拋光，然後置於碘蒸氣之上，讓銀與碘溶合，並形成對光敏感的物質。把經碘處理的銅板置入相機之中，並曝光20分鐘。曝光過後，以高溫水銀蒸汽顯影，形成影像。每一銀板攝影製作出的影像是獨特的而且影像效果細膩。

DEBOSSING

A printmaking process used to create an impression pressed into the paper but printed without ink, resulting in a 'blind impression'. The opposite effect of 'embossing'.

凹壓

版畫製作過程中，印壓紙張後所形成的壓痕，因為過程中不用油墨，故名「無色壓痕」，反之即為「凸印」。

DECKLE EDGE

The natural, untrimmed edge of handmade paper usually slightly uneven and sometimes slightly thinner than the rest of the sheet.

毛邊

手製紙張中未經修飾、自然而成的紙緣。紙緣一般略帶不齊，且有時候會較紙張的其他部分稍薄。

DIAMOND DUST

The technical term for crushed glass. A sprinkling of varying thickness of crushed glass particles which are adhered to the surface of a print as one of the final processes. Not to be confused with glitter.

鑽石粉

玻璃碎粉的專業術語。將許許多多濃密各異的玻璃碎粉撒於版畫的表面，使其黏附於版畫之上，為版畫製作的最後工序之一。鑽石粉與閃粉有別。

DIGITAL C-PRINTS

The process is the same as a C-print but instead of being made from a colour negative or slide, the process is digital. The image is made from a printer that uses lasers to expose an image from a digital file onto light-sensitive photographic paper. It is then developed in a processor using conventional, silver-based photographic chemicals.

數碼彩色沖印

製作過程與彩色沖印無異，唯以電子檔案代替底片或幻燈片沖印圖像。圖像以打印形式製成，當中透過激光把電子圖像曝光，並以感光相紙作顯影，然後以傳統的銀鹽感光化學處理器沖印圖像。

DRYPOINT

An intaglio process in which a plate is marked or incised directly with a needle. The drypoint line can look very much like an etched line but is usually lighter in touch and characterized by the existence of burr.

直接刻線法

凹版印刷中，以針筆直接在金屬印版上標劃、雕刻的技法。刻線與蝕刻線條十分相似，但前者一般較為淺淡，而且刻線粗糙。

EDITION

The total number of impressions created from a single image or sets of images from the same matrix. To this number the artist usually authorizes the addition of a small number of artist's, printer's, publisher's and other proofs.

版本

由同一組模版所印製出的個別版畫或整套版畫的總數。除限定總數外，一般還有少量校樣版本，多為藝術家、版畫師、出版商及其它試版版本。

EMBOSSING

A printmaking process used to create a raised surface or raised element, but printed without ink. The opposite effect of 'debossing'.

凸印

用以製作立體表面或立體元素的版畫印刷過程，當中不用油墨。反之，即為「凹印」。

ENGRAVING

An intaglio process in which a plate is marked or incised directly with a burin or other metal-marking tool. No acid is used in this process since the design is dug out by hand. An engraved line can range from very deep and wide, to lighter and thinner and is often characterized by a pointed end signalling the exit of the “v” shaped burin from the metal.

刻印

以雕刻刀或其他金屬雕刻工具，在金屬版上直接標劃、雕刻，為凹版印刷的工序之一。因為過程中須以人手刻刮，所以過程中不會使用酸性物質。刻線既可深而闊，亦可淺而細；而由於雕刻刀呈V形，故刻線末端通常亦呈尖銳狀。

ETCHING

An intaglio process in which a plate is treated with an acid-resistant ground. The artist then draws through the ground with various tools to expose the metal. The plate is then immersed in an acid bath where the acid “bites” or chemically dissolves the exposed lines. The metal plate is therefore “carved” or “etched” by the acid rather than by a tool directly in the metal.

蝕刻

於金屬版上塗上防腐蝕物質打底，為凹版印刷的步驟。藝術家以不同工具於防腐蝕金屬印版上繪畫線痕，去除防腐蝕物質，暴露出金屬。然後把金屬印版置於酸性液體中浸蝕，暴露出的金屬線痕將被酸性「溶蝕」，被化學溶解。因此，金屬印版乃透過酸性物質「雕刻」、「蝕刻」而成，而非以工具直接於金屬上刻刮。

FOUL-BITING

In printmaking, when the acid-resistant ground on a metal plate does not keep the acid entirely out, irregularities can appear. These “bitten” areas will, when the plate is printed, catch ink and appear as spots or oddly inked areas.

酸蝕不當

在版畫製作過程中，金屬印版上的防腐蝕劑打底層未能完全隔絕酸性物質，因而在作品上出現不規則的腐蝕痕跡。為金屬印版上色時，這些不必要的「吃蝕」範圍會沾上油墨，或以點狀呈現，或形成怪異的着色地帶。

GELATIN SILVER / SILVER BROMIDE / SILVER CHLORIDE

The most common of all printing processes in which paper is coated with gelatin that contains light sensitive silver salts. This is the standard contemporary black and white print method used today and is also referred to as a silver gelatin print, or simply as a silver print. Paper containing silver chloride were less sensitive to light and produced a “warmer” tone whereas a bromide is generally a neutral black.

明膠銀鹽沖印/溴化銀沖印/氯化銀沖印

以含有感光銀鹽的明膠覆蓋相紙，為照片沖印中最常見的方式。此法為今天使用的標準黑白沖印方法，亦稱作銀鹽明膠沖印，或簡稱銀鹽沖印。含有氯化銀的印相紙，感光相對較弱，故能產生較為「溫和」的色調，而以溴化銀作曝光，圖像之色調則呈中性黑色。

GICLEE

A type of digital fine art print, a giclee is a multiple or exact copy of an original work of art, created typically using professional ink-jet printers. Most giclee prints are reproductions of works of art in other mediums and are generally not considered to fall under the category of printmaking. The image has all the tonalities and hues of the original painting and often provides better colour accuracy than other means of reproduction.

微噴打印

微噴為藝術原作的複製版，是以專業噴墨打印機製作的數碼藝術打印。微噴打印多為其他形式藝術品之複製版，而一般不被視作版畫製作方式。圖像具備原作的色調、顏色，且色彩往往比其他複製方式精細準確。

HAND-COLOURED PHOTOGRAPH

A hand-coloured photograph is when a dye, water-colour, oil or other paint is manually added to the photograph.

手工上色照片

人工上色照片即把染料、油彩、或其他顏料，以人手直接於照片上著色。

HORS-COMMERCE / “H.C.”

Meaning “outside of the commercial edition” these proofs, not originally intended for sale, are excluded from the numbering of an edition, but are otherwise exactly like the edition prints in every other respect.

非賣品/「H.C.」

意即「非賣版樣」，本意不作買賣用途，亦不計算入正式版本的數目之中，但各方面均與正式版本中的作品無異。

IMAGE SIZE

Image size refers to the size of the image contained within the 'full sheet' of the print. The image size will not include any margins which may surround the image.

圖像尺寸

圖像尺寸即在版畫的「整張紙」上出現之圖像大小，當中不包括圍繞圖像的空白邊緣。

INTAGLIO

All matrixes which have either been cut into or "bitten" into. The resulting "dug out" lines are printed. Intaglio processes include etching, aquatint, engraving, mezzotint and metal engravings, among others.

凹雕

所有模版均經過雕刻或「吃蝕」，而「刻刮」出的線條將會被上色。凹版製作包括蝕刻、凹版細點蝕刻、磨刻凹版和金屬雕刻等等。

LINOCUT / LINOLEUM CUT

A relief process, like a woodcut where the artist carves the design out of the linoleum or linoleum mounted onto wood. What remains is printed, rather than what is cut away.

橡膠版畫

凸版印製法的一種，與木刻版畫相近，藝術家從橡膠或嵌於木板中的橡膠上雕刻，然後去掉刮刻部分，在版上塗上顏色，刻痕將不會着色。

LITHOGRAPHY

A planographic printing process where a drawing is made directly on a stone or other smooth matrix with greasy materials such as lithographic crayon. The surface is then dampened with water, which is repelled by the greasy areas. The surface is then rolled with greasy printing ink, which adheres only to the greasy areas and is itself repelled by the areas which have water. The drawn image is then printed. A separate stone is required for each colour.

石版畫

以油性物質，如石印蠟筆，直接於石版或其他光滑的模版上繪圖，為平版印刷的技法。當沾濕模版後，油性部分會排斥水分，然後於模版上滾塗上油性油墨，油墨只會依附於油性的部分，而沾濕的部分，則會排斥油性顏料。故此，繪圖部分將上色印刷。不同的顏色須以個別石版印製。

MATRIX

The base from which the print is made. This can be anything – a standard metal plate or lithographic stone, a potato or vinyl record, a stencil, anything from which you print.

模版

印刷版畫的基體印版。各種物料均可製成模版，如金屬印版或石版、馬鈴薯或黑膠唱片、油印蠟紙均可。

MEZZOTINT

An intaglio method in which the entire surface of the plate is roughened by a spiked tool ("rocker") so that, if inked, the entire plate would print in solid black. The artist then works from "black" to "white" by scraping (or burnishing) out areas to produce lighter tones.

磨刻凹版

凹雕技法之一，以滾點工具（刮刀）磨刮整個模版的表面，當塗上油墨後，整個模版均會沾上黑色。藝術家於是以刮削或磨擦的方式，把深色背景部分加亮變白，削磨出不同層次的明亮色調。

MONOTYPE

A unique image printed from an unworked smooth, metal or glass surface painted in ink by the artist.

單刷版畫

藝術家會於未經修飾的光滑平面、金屬或玻璃面板上直接繪圖上色印製，但因沒有可複製的印版，故印製出之圖像為獨一無二。

MONOPRINT

A print which has as its base an etching, lithograph or woodcut and which is then uniquely altered by monotype colouring, inking, or choices in paper colour.

單刷版畫術

在蝕刻、石刻、木刻之模版上塗上單一顏料、油墨，又或選配不同顏色紙張，以製作出獨一無二的版畫作品。

NUMBERING

The numbering of individual impressions. All limited edition prints should be numbered, the first number being the impression number and the second representing the whole edition i.e. 40/50. The first number denotes which impression that print is and the second highlights that there are 50 numbered editions in total. The numbering sequence does not necessarily reflect the order in which the prints were made as the numbering usually takes place once the prints have had time to rest and are dry to touch. The numbering of an edition excludes any proofs such as Printer's Proofs or Artist Proofs.

作品編號

個別版畫之專屬編號。所有限量的版畫均附以編號，首個號碼代表該版畫之編號，而第二個號碼則為整批版畫的總數目，如40/50。前者為版畫本身的編號，而後者則代表該批次之版畫合共有50幅。編號會待版畫完成風乾後寫上，但由於每幅版畫完成風乾的時間各異，故作品之編號並不一定等於版畫實際的印製次序。而印刷師試版或藝術家試版，均不列入版畫總數之中。

OPEN EDITION

Refers to an edition which is unlimited, there are no limits as to the number of prints that may be produced.

無限量版本

沒有限量之版本，即沒有限制沖印數目。

PHOTOCOLLAGE

A photographic composition assembled from pieces of different prints or negatives which are closely arranged or overlaid upon each other. Different to a PHOTOMONTAGE.

照片拼貼

以不同的照片或底片拼貼而成的組合創作方式，當中的照片排列緊密或彼此覆蓋。與合成照片有別。

PHOTO-ETCHING / PHOTOGRAVURE

An intaglio printmaking process in which an image is produced on an etching plate by photographic means. The process starts with the photographer's glass plate negative. From that a glass plate positive is produced. The image is then acid-etched onto a copper plate. This plate is then inked by hand and used to produce prints, one per inking, on a hand-operated press. A very laborious time consuming process however the results are tonally rich and finely detailed.

照相蝕刻法/ 凹版照片

利用感光原理，於蝕刻印版上製作圖像，為凹版版畫技法。利用攝影師的玻璃底片製作正片。然後，透過酸性腐蝕把圖像顯影於銅片之上。以人手把銅片著墨，並以手施壓，逐張印製。此法費力費時，但圖像色調豐潤，精密細膩。

PHOTOGRAM

Photographic print made without a negative or a camera but by placing an object directly on the light sensitive paper and exposing the composition to light.

實物投影

實物投影照片不須依靠底片或相機拍攝，而直接把物件置於感光相紙之上，並將之曝光。

PHOTO-LITHOGRAPH

A process in which an image is produced on a lithographic plate by photographic means.

照相平版印刷術

利用照相的感光原理，在平版模版上製作圖像之技法。

PHOTOMONTAGE

Assembled in the same way as a photocollage but the end result is photographed as a whole form.

合成照片

與照片拼貼的方法一致，但當中的不同照片最終融合一體，而沒有拼貼痕跡。

PLANOGRAPHIC PRINT

Printing from a flat surface. Planographic processes include lithography and some forms of commercial printing.

平版版畫

於平面上印製版畫，例如石版畫以及部分商業印刷均用此法，為平版製作技法。

PLATEMARK

The imprint in the paper resulting from the edge of a metal plate being pushed into it during the pressure of the printing process.

壓印痕

在印壓過程中，金屬印版受壓而於紙上形成明顯的印痕。

PLATE TONE

A veil of ink intentionally left on the surface of the plate during printing which creates delicate areas of tone or shading.

着色印版

在印製過程中，特意在印版上留下油墨，以產生獨特的色調和陰影效果。

PLATINUM

Black and white printing process in which the image is formed of metallic platinum fibres of the paper. Recognised for their luminosity, rich tonal range, permanence and stability.

鉑金沖印

以金屬鉑金纖維的印相紙沖印影像，為黑白沖印之技法。成像擁有光澤感，並具備豐富色階，且效果穩定，影像歷久而不衰。

POCHOIR

A printing process using stencils, originally used to simulate hand-colouring.

模板製版法

使用模板進行印製，以模仿人手上色。

POLAROID

Commonly referred to as instant photographic prints which appear directly and immediately from the camera once the photo has been taken.

寶麗萊

常被稱作即影即有照片，按下快門後照片即時直接地從相機沖印出來。

PORTFOLIO

A group of images, prints or photographs published together. The collection of images is usually presented in a custom made box sometimes with an accompanying text.

作品集

一系列的圖像、畫作或照片集合印刷出版。經常以個人化的方式呈獻整個系列的圖像，有時伴以文字描述。

PRINTER

A specialist who provides technical aide throughout development and printing stage. Not to be confused with the 'publisher'.

版畫師

在開始創作至印製的整個過程中，提供技術協助的專業人員。與「出版商」有所不同。

PRINTER'S PROOFS

Impressions printed especially for the printer(s) and excluded from the numbering of an edition, but exactly like the editioned prints in every respect. Usually appears as "P.P".

版畫師試版

供版畫師試版用之版畫，通常不列入正式版本的數目之中，但各方面均與正式版本之版畫無異。一般以「P.P.」標示。

PROGRESSIVE PROOFS

In printmaking, a series of proofs taken to show each individual colour plate and each combination of them culminating in the final, complete version.

演色稿樣

在印製過程中進行一系列的試版工序，目的為確認印版上的色彩，以及反覆增添顏色後的最終稿樣無誤。

PUBLISHER

The person or entity who subsidises and often initiates the making of a print edition or portfolio and who also disseminates the prints.

出版商

資助及發起製作版畫系列或作品集，並於出版後將之發行的人或個體。

RELIEF PRINTING

A category of printmaking in which a design on a flat surface is carved with a knife or chisel, removing the areas that the printmaker does not want to be printed. When the surface is then rolled with ink and printed, the resulting impression will only show the lines and shapes of the design left on the unworked surface by the artist. The most common types of relief prints are woodcut, wood engraving, and linocut.

凸版印刷

版畫印刷的其中一個門類，藝術家於平面上創作圖像，並以刀或鑿子把不須印出的部分剔除掉。當以油墨滾塗印版並轉印至紙張時，紙上只會呈現沒有被雕刻過的部分，雕走的部分則為空白。最常見的凸版印刷為木刻版畫和橡膠版畫。

SCREENPRINT / SILKSCREEN

A printing process using stencils to block out areas which are then printed through silk, other fabric or metal mesh.

網版印刷/絲網版畫

在印製過程中，以模版覆蓋特定範圍，然後透過絲綢或其他布料、孔網印製出相應的圖像。

SHEET SIZE

The sheet size refers to the full sheet dimensions of the print, from one edge of the paper to the other and will include all margins surrounding the image. Some prints are printed to the edges of the paper whereas some have the image contained with margins.

紙張尺寸

紙張尺寸是指整幅版畫的面積，即從紙張一端起計算至另一末端，並包含圍繞圖像的所有邊緣範圍。有些版畫的圖像會覆蓋至紙張的邊緣部分，而有些版畫則有留空邊緣。

SIGNATURES

It is customary for original prints to be signed by the artist. An unsigned impression is generally not as commercially valuable. When described as 'signed' it should mean that the signature has been signed in pencil, ink, felt tip pen or crayon. A printed signature should not be described as 'signed' and nor should a stamped signature.

署名

藝術家的親筆簽署，視為原創之記號。一般而言，沒有署名的版畫，經濟價值會較低。作品標示為「簽署」，意即以鉛筆、墨水、簽字筆或蠟筆寫上署名。印刷或戳印出來之署名，不被視作「簽署」。

SOFT GROUND ETCHING

An etching technique where a soft ground is laid on the metal plate. The artist draws onto a piece of paper which is laid down on top of the ground. The ground adheres to the paper where the pencil or other tool has pressed down into it through the paper and pulls away when the paper is lifted. The resulting "marked" plate is placed in an acid-bath where the acid "bites" into the more exposed areas where the ground has been "lifted". The line created is often soft and grainy.

軟底蝕刻法

以軟性物質作為底材，鋪墊於金屬印版之上，為蝕刻技術的一種。把紙張鋪於軟性底材上，藝術家直接在紙片上繪畫。過程中，紙張貼服於軟性底材之上，以鉛筆或其他繪畫工具在紙上施壓繪圖，當掀開紙張後，圖像便會遺留在底材之上。具有圖像之印版會被浸於酸性液體中進行酸蝕，當中底材上被「去掉」的部分會受到「吃蝕」。印刷出的線條一般較為柔和及粗糙。

STATE

An impression taken from the plate at a particular moment or stage of development and distinguished from impressions taken at other times during that process. The final State is the state from which editions are generally pulled, although some artists pull several impressions in each state.

狀態

當印版未有最後定稿，於特定時間或製作階段中所印製的版畫。這些版畫於其他製作階段印製出的版本有所不同。所謂最後狀態，一般指印製真正出版的版畫，但亦有部分藝術家，於印版的不同狀態下，印製出多張版畫。

STEEL FACING

When a metal intaglio plate is covered with a thin deposit of steel using electrolysis creating a much harder surface which can accommodate larger numbers of printings before wear becomes evident.

電鍍凹版鋼面法

以微薄的鋼料電鍍於金屬凹版之上，使印版表面更趨堅硬，耐磨的表面能供重複多次印製版畫。

TRIAL PROOF / WORKING PROOF

An early proof, often incorporating artist's revisions and changes and generally not identical to the numbered, editioned prints.

試版/校樣

早期製作校樣，一般包含藝術家的修訂和改良，多異於附有編號和正式出版之版畫。

TUSCHE

Grease in stick or liquid form used principally for drawing in lithography.

藥墨

條狀或液體狀的油性物質，主要為石版畫繪圖之用。

VINTAGE PRINT

A print made at or near the time of the execution of the negative.

復古照片

以過期或即將過期的底片所沖印出的照片。

WATERMARK

Design in the paper seen when held against the light. A manufacturer's mark, it is used to trace the origin and date of the paper.

浮水印

印於紙張上，透過光線才能看見的圖案。所謂製造商浮水印，即用以追溯紙張的來源地和日期。

WOODCUT

A relief technique where the image or design is left raised above what is carved out of the wood. What is not carved is printed.

木刻版畫

木版經過雕刻後，不須印刷的部分被去掉，圖像或設計則凸立於印版上，然後上色印刷，為浮雕技法的一種。



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**POST-WAR &
CONTEMPORARY ART**

Tuesday November 15, 5pm
New York

PREVIEW
November 9 - 14

INQUIRIES
+1 212 644 9020
megan.murphy@bonhams.com

CHARLES BELL (1935-1995)

Catcher, 1988
oil on canvas
101.6 x 142.2 cm
(40 x 56in.)
US\$200,000 - 300,000
HK\$1,550,000 - 2,325,000



100,000

Bonhams

NEW YORK

bonhams.com/contemporary

200,000

**POST-WAR &
CONTEMPORARY ART**

Thursday 9 February 2017
New Bond Street, London

ENQUIRIES

+44 (0)20 7447 7403
ralph.taylor@bonhams.com

Closing date for entries

Thursday 2 January



GÜNTHER UECKER (B. 1930)

Oval, 1958

nails on burlap laid on
board mounted on panel

87 x 88.7 x 10.5 cm.

(34 1/4 x 34 15/16 x 4 1/8 in.)

£450,000 - 650,000

Bonhams

LONDON

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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 equaling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any Lot.

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

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

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

the *Auctioneer*.

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

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

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

5. BIDDING

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

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

Bidding in person

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

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

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

Bidding by telephone

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

Bidding by post or fax

Absentee and Telephone Bidding Forms can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a Lot, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*.

Please check your Absentee and Telephone Bidding Form carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to Reserves and other bids made for the Lot. Where appropriate your bids will be rounded down to the nearest amount consistent with the Auctioneer's bidding increments. New Bidders must also provide proof of identity when submitting bids. Failure to do this may result in your bid not being placed.

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

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

25% up to HK\$1,200,000 of the Hammer Price
20% from HK\$1,200,001 of the Hammer Price
12% from HK\$20,000,001 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 or coins in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed HK\$80,000. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins or notes;

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:	HSBCHKHCHKH

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 (EPS): 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 alerted 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

	<i>Contractual Description</i> upon which the Lot is sold. Any statement or representation other than that part of the <i>Entry</i> referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any <i>Description</i> or <i>Estimate</i> , whether made orally or in writing, including in the <i>Catalogue</i> or on Bonhams' Website, or by conduct, or otherwise, and whether by or on behalf of the <i>Seller</i> or Bonhams and whether made prior to or during the <i>Sale</i> , is not part of the <i>Contractual Description</i> upon which the Lot is sold.	7 7.1 7.2	COLLECTION OF THE LOT Unless otherwise agreed in writing with you by <i>Bonhams</i> , the Lot will be released to you or to your order only when <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i> . The <i>Seller</i> is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the Lot. You will collect and remove the Lot at your own expense from <i>Bonhams'</i> custody and/or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements. You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot. You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the Lot including any charges due under any <i>Storage Contract</i> . All such sums due to the <i>Seller</i> will be payable on demand.
3.2	Except as provided in paragraph 2.1.5, the <i>Seller</i> 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 <i>Description</i> of the Lot 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 or on behalf of the <i>Seller</i> including by Bonhams. No such <i>Description</i> or <i>Estimate</i> is incorporated into this <i>Contract for Sale</i> .	7.3 7.4	
4	FITNESS FOR PURPOSE AND SATISFACTORY QUALITY	7.5	
4.1	The <i>Seller</i> 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 <i>Seller</i> 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	8	
5.1	<i>Risk</i> in the Lot passes to you when it is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the Lot. The <i>Seller</i> will not be responsible thereafter for the Lot prior to you collecting it from <i>Bonhams</i> or the <i>Storage Contractor</i> , with whom you have separate contract(s) as <i>Buyer</i> . You will indemnify the <i>Seller</i> and keep the <i>Seller</i> 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 <i>Auctioneer's</i> hammer until you obtain full title to it.	8.1	If the <i>Purchase Price</i> for a Lot is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):
		8.1.1	to terminate immediately the <i>Contract for Sale</i> 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;
5.2	Title to the Lot remains in and is retained by the <i>Seller</i> until the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> in relation to the Lot have been paid in full to, and received in cleared funds by, <i>Bonhams</i> .	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 <i>Contract for Sale</i> and/or damages for breach of contract;
6	PAYMENT	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;
6.1	Your obligation to pay the <i>Purchase Price</i> arises when the Lot is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the Lot.	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 <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the Lot or part thereof;
6.2	Time will be of the essence in relation to payment of the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> . Unless agreed in writing with you by <i>Bonhams</i> on the <i>Seller's</i> behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to <i>Bonhams</i> by you in the currency in which the <i>Sale</i> was conducted by not later than 4.30pm on the second working day following the <i>Sale</i> and you must ensure that the funds are cleared by the seventh working day after the <i>Sale</i> . Payment must be made to <i>Bonhams</i> by one of the methods stated in the <i>Notice to Bidders</i> unless otherwise agreed with you in writing by <i>Bonhams</i> . If you do not pay any sums due in accordance with this paragraph, the <i>Seller</i> will have the rights set out in paragraph 8 below.	8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;

8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such sale in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and		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 <i>contract</i> , statutory duty, bailee's duty, restitutionary claim or otherwise.
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.	9.6	Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.
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.	9.10	MISCELLANEOUS
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.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .
9	THE SELLER'S LIABILITY	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> .
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> .	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.
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.	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.
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> .	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.
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;	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.
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,	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
		10.8	In the <i>Contract for Sale</i> "including" means "including,

	without limitation".	1.4	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.
10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.		
10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .	1.5	Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
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> .	1.5.1	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;
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.	1.5.2	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> ;
11	GOVERNING LAW AND DISPUTE RESOLUTION	1.5.3	we will provide a guarantee in the terms set out in paragraph 9.
11.1	Law All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. <i>Bonhams</i> has a disputes procedure in place	1.6	We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams'</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> .
11.2	Language 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.		

APPENDIX 2

BUYER'S AGREEMENT

IMPORTANT: These terms may be changed in advance of the sale of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices 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.

1 THE CONTRACT

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

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

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:

3.1.1 The *Purchase Price* for the *Lot*;

3.1.2 A *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each *lot*, and

3.1.3 If the *Lot* is marked ^(FR), an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* 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 *Sale*.

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

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

- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to the Tax at the appropriate rate and such Tax will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and Tax and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.
- 4 COLLECTION OF THE LOT**
- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a stamped, paid invoice, obtained from our cashier's office.
- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified by 4.30pm on the seventh day after the *Sale*.
- 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.
- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.
- 5 STORING THE LOT**
- We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the *Notice to Bidders*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.
- 6 RESPONSIBILITY FOR THE LOT**
- 6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.
- 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS**
- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the *Lot*;
- 7.1.3 to remove, and/or store the *Lot* at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal

	business hours to take possession of any <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
7.1.7	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;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	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
7.1.10	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 sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;	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.
7.1.11	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> .	9	FORGERIES
7.2	You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9. Paragraph 9 applies only if:
7.3	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.	9.2	
7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	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
8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	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
8.1	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 <i>Seller</i> (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:	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> .
8.1.1	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	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	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
		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.
		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> .
		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> .
		9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
		9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.

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> .	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.
10	OUR LIABILITY	MISCELLANEOUS
10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	11.1
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:	11.2
10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>sale</i> to you by woodworm and any <i>damage</i> is caused as a result of it being affected by woodworm; or	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.
10.2.2	changes in atmospheric pressure; nor will we be liable for:	11.3
10.2.3	damage to tension stringed musical instruments; or	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.
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.	11.4
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.	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.
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 maybe entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any loss 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.	11.5
10.5	You may wish to protect yourself against loss by obtaining insurance.	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.
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	11.6
		References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
		11.7
		The headings used in this agreement are for convenience only and will not affect its interpretation.
		11.8
		In this agreement "including" means "including, without limitation".
		11.9
		References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
		11.10
		Reference to a numbered paragraph is to a paragraph of this agreement.
		11.11
		Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
		11.12
		Where this agreement confers an immunity from, and/ or an exclusion or restriction of, the responsibility and/ or liability of <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.

12 GOVERNING LAW
12.1 **Law**

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

12.2 **Language**

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

"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.

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:-

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之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查閱乃閣下的責任。

敬須注意拍賣品的實際狀況可能不及其外觀所顯示的狀況。尤其是可能有部件已置換或更新，拍賣品亦可能並非真品或具有滿意品質；拍賣品的內部可能無法查看，而其可能並非原物或有損壞，例如為襯裡或物料所覆蓋。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。

電子或機械部件或會不能操作或並不符合現時的法定要求。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。不負責任的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賣家訂立而非邦瀚斯；邦瀚斯 僅作為賣家的代理行事（邦瀚斯作為主事人出售拍賣品除外）。

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

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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一般指引，本公司不會就使用該等貨幣換算機的任何錯誤而負責。

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

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

5. 競投

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

即使已填妥競投表格，本公司仍有權拒絕任何人士進入拍賣會。

親自出席競投

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

若對於成交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。由於在有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所購買的每件拍賣品按以下費率支付買家費用：

- 成交價首 1,200,000 港元的 25%
- 成交價 1,200,001 港元或以上部分的 20%
- 成交價 20,000,001 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: HSBCHKH4HKKH

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

由香港銀行發出的扣賬卡（易辦事）：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卡及海外扣賬卡均可使用。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 字母的，並不自動地表示拍賣品不受 CITES 規例所限。本公司建議買家在出價前從有關監管機構取得關於進出口管制的資料、規定及費用。

14. 賣家及/ 或邦瀚斯的責任

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的進行而須承擔責任，不論其是損害賠償、彌償或責任分擔，或復還補救責任或其他，本公司及/ 或賣家的責任（倘若本公司及賣家均須負責，雙方聯同負責）將限於支付金額最高不超過拍賣品應得的款項，而不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是由於任何疏忽、其他侵權法、違反合約（如有）或法定責任或其他而產生。

上文所述不得解釋為排除或限制（不論直接或間接）本公司就 (i) 欺詐，或 (ii) 因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責的任何人士的疏忽）引致人身傷亡，或 (iii) 根據香港法例第 314 章僱用人員法律責任條例，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，或未會維修、修復。大部份鐘錶在其正常使用期內都會維修，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。買家不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、德國及干邑的酒杯，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 年一瓶瓶頂部 (ts) 或最多 5 厘米

30 年或以上一瓶瓶高處 (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量拍賣品其餘部份或全部的拍賣品，雖然該選擇權最終由拍賣官全權酌情決定。因此，競投批量拍賣品時，缺席的競投人最好能從第一批開始競投。

酒瓶細節及酒箱詞彙

本圖錄內下列詞彙有以下的意義：

CB — 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，將受瀕危野生動物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。
- 賣家獲邦翰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。
- ▲ 邦翰斯全部或部分擁有該拍賣品，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。如就詮釋本競投人通告有任何爭議，以英文條款為本。

保障資料 - 閣下資料的用途

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

本公司可利用閣下的資料向閣下發出有關本公司服務變動的**通知**，以及向閣下提供有關產品或服務的資料，而該等資料乃閣下要求本公司提供或本公司認為閣下可能對該等

產品及服務感興趣。有關閣下的資料可能用作分析，以了解閣下在這方面的潛在喜好。本公司可能向本集團任何成員公司（指本公司的附屬公司、本公司最終控股公司及其附屬公司，定義見二零零六年英國公司法第 1159 條及附表 6，包括任何海外附屬公司）披露閣下的資料。除此之外，本公司不會向任何第三方披露閣下的資料，惟本公司可能不時向閣下提供我們相信閣下可能感興趣的第三方貨品及服務的有關資料。本集團任何成員公司亦可以閣下的資料作類似用途。

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

附錄一

銷售合約

重要事項：此等條款可能會於向閣下出售拍賣品前予以條訂，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行事，而並非額外的主事人。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串沒有以粗體刊載的內容出售，該等內容僅載述（代表賣方）邦瀚斯對拍賣品的意見，而並不構成拍賣品售出時所按的合約說明的一部份。任何並非第 2.1.5 段所述該部份資料的任何陳述或申述，包括任何說明或成交價估計，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 賣家有權保持管有關下同一或任何另外的拍賣會向閣下出售的任何其他拍賣品，不論其目前是否由邦瀚斯管有，直至以已結清款項全數支付該拍賣品的買價及閣下應付予賣家及/ 或邦瀚斯的所有其他款項為止。
- 7.3 閣下須自費按照邦瀚斯的指示或規定領取由邦瀚斯保管及/ 或控制或由儲存承辦商保管的拍賣品，並將其移走。
- 7.4 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。
- 7.5 倘閣下未有按照本第 7 段提走拍賣品，閣下須全面負責賣家涉及的搬運、儲存或其他收費或開支。閣下並須就賣家因閣下未能提走拍賣品而招致的所有收費、費用，包括任何法律訟費及費用，開支及損失，包括根據任何儲存合約的任何收費，向賣家作出彌償。所有此等應付予賣家的款項均須於被要求時支付。
- ## 8 未有支付拍賣品的款項
- 8.1 倘若閣下未有按照銷售合約向邦瀚斯支付拍賣品的全數買價，則賣家有權在事先得到邦瀚斯的書面同意下，但無須另行通知閣下，行使以下一項或多項權利（不論是透過邦瀚斯或其他）：
- 8.1.1 因閣下違反合約而即時終止銷售合約；
- 8.1.2 在給予閣下七日書面通知，知會閣下擬重新出售拍賣品後，以拍賣、私人協約或任何其他方式重新出售拍賣品；
- 8.1.3 保留拍賣品的管有權；
- 8.1.4 遷移及儲存拍賣品，費用由閣下承擔；
- 8.1.5 就閣下於銷售合約所欠的任何款項及/ 或違約的損害賠償，向閣下採取法律程序；
- 8.1.6 就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本利率加 5 厘的年利率每日計息；
- 8.1.7 取回並未成為閣下財產的拍賣品（或其任何部份）的管有權，就此而言（除非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，不設代價出售該財產，以及把因該等出售所得而應付閣下的任何款項，用於清償或部份清償閣下欠負賣家或邦瀚斯的任何款項；及
- 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負賣家或邦瀚斯的任何款項。
- 8.2 就因邦瀚斯根據本第 8 段採取行動而招致賣家負上的所有法律及其他強制執行費用、所有損失及其他開支及費用（包括為獲發還拍賣品而應付邦瀚斯的任何款項）（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（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 章貨品售賣條例而默示的條款或其他，賣家無須就違反拍賣品須與拍賣品的任何說明相應的條款而負責。
- 9.3 就賣家或其代表於本協議之前或之後或於拍賣會之前或進行期間，所作出（不論是書面，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後還或根據香港法例第 284 章失責陳述條例的責任，或任何其他責任）。
- 9.4 就買家或買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或聲譽受損，或業務受干擾或浪費時間，或任何種類的間接損失或相應產生的損害，賣家均無須承擔任何相關的責任，不論該指稱所蒙受損失或損害的性質、數量或來

- 源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約、法定責任、復還申索或其他而產生或就此而申索；
- 9.5 在任何情況下，倘若賣家就拍賣品，或任何其就拍賣品所作的作為、不作為、陳述、或申述，或就本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或以其他任何形式，賣家的責任將限於支付金額最高不超過拍賣品買價的款項，不論該損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。
- 9.6 上文 9.1 至 9.5 段所述不得解釋為排除或限制（不論直接或間接）任何人士就 (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的任何人士的疏忽）引致人身傷亡，或 (iii) 根據香港法例第 314 章佔用人法律責任條例，本公司須負責的作為或不作為，或 (iv) 任何法律上不可排除或限制的其他責任，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。
- 10 一般事項**
- 10.1 閣下不得轉讓銷售合約的利益或須承擔的責任。
- 10.2 倘若賣家未能或延遲強制執行或行使任何銷售合約下的權力或權利，這不得作為或視其作為賣家放棄其根據銷售合約所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響賣家其後強制執行根據銷售合同所產生任何權力的能力。
- 10.3 倘銷售合約任何一方，因在合理控制範圍以外的情況下而無法履行該訂約方根據銷售合約的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第 6 段對閣下施加的責任。
- 10.4 銷售合約下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以第一類郵件或空郵或以傳真方式發送，並就賣家而言，發送至圖錄所載邦翰斯的地址或傳真號碼（註明交公司秘書收），由其轉交賣家；而就閣下而言，則發送至競投表格所示的買家地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須有責任確保其清晰可讀並於任何適用期間內收到。
- 10.5 倘若銷售合約的任何條款或任何條款的任何部份被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係款其餘部份的強制執行能力或有效性。
- 10.6 銷售合約內凡提述邦翰斯均指，倘適用，包括邦翰斯的高級職員、僱員及代理。
- 10.7 銷售合約內所用標題僅為方便參考而設，概不影響合約的詮釋。
- 10.8 銷售合約內「包括」一詞指「包括，但不限於」。
- 10.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。
- 10.10 凡提述第某段，即指銷售合約內該編號的段落。
- 10.11 除第 10.12 段有明確規定外，銷售合約概無賦予（或表示賦予）非銷售合約訂約方的任何人士，任何銷售合約條款所賦予的利益或強制執行該等條款的權利。
- 10.12 銷售合約凡賦予賣家豁免、及/或排除或限制其責任時，邦翰斯、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續公司及承讓公司，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人亦可享有同樣的法律上的有關利益。
- 11 規管法律**
- 11.1 法律
- 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。
- 11.2. 語言
- 本銷售合約以中英文刊載。如就詮釋本銷售合約有任何爭議，以英文條款為本。
- 附錄二**
- 買家協議**
- 重要事項：**此等條款可能會於向閣下出售拍賣品前予以修訂，修訂的方式可以是在圖錄載列不同的條款，及/或於圖錄加入插頁，及/或於拍賣會場地上以通告，及/或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能會修訂的情況，並於競投前查詢是否有任何修訂。
- 1 合約**
- 1.1 此等條款規管乃邦翰斯個人與買家的合約，買家即拍賣人落槌表示其投得拍賣品的人士。
- 1.2 拍賣會圖錄內附錄三所載的釋義及詞彙已納入本協議，本公司可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本協議內以斜體刊載。本協議提述刊印於拍賣會圖錄開始部份的競投人通告的資料，而該等被提述的資料已納入本協議。
- 1.3 於拍賣人落槌表示閣下投得拍賣品時，閣下與賣家就拍賣品的銷售合約即告訂立，而在那時刻，閣下與邦翰斯亦已按本買家協議條款訂立另一份獨立的合約。
- 1.4 本公司乃作為賣家的代理行事，無須就賣家之任何違約或其他失責而對閣下負責或承擔個人責任，邦翰斯作為主事人出售拍賣品除外。
- 1.5 本公司對閣下的個人責任受本協議規管，在下文條款所規限下，本公司同意下列責任：
- 1.5.1 本公司會按照第 5 段儲存拍賣品，直至競投人通告所指定的日期及時間或另行通知閣下為止；
- 1.5.2 在賣家或本公司拒絕向閣下發放拍賣品的任何權力所規限下，本公司會於閣下已結清款項向本公司及賣家所須支付之所有款項後，即按照第 4 段向閣下發放拍賣品；

1.5.3 本公司會按照第 9 段所載條款提供擔保。

1.6 不論於此協議之前或之後或於拍賣會之前或之上，對由本公司或代表本公司或由賣家或代表賣家所作出的任何拍賣品的說明或其成交價估計（不論其是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上，或以行為作出或其他），或對該等拍賣品的說明或其成交價估計的準確性或完備性，本公司一概不作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述。該等說明或成交價估計一概不納入閣下與本公司訂立的本協議。任何由本公司或代表本公司作出該等說明或成交價估計，均是代表賣家而作出（邦瀚斯作為主事人出售拍賣品除外）。

2 履行銷售合約

閣下個人向本公司承諾，閣下將遵守及遵從閣下根據拍賣品銷售合約對賣家的所有責任及承諾。

3 付款

3.1 除非閣下與本公司另有書面協定或競投人通告另有規定外，閣下最遲須於拍賣會後第二個工作日下午四時三十分向本公司支付：

3.1.1 拍賣品的買價；

3.1.2 每件所購買之拍品按照競投人通告規定費率的買家費用；及

3.1.3 若拍賣品註明 [AR]，一項按照競投人通告規定計算及支付的額外費用，連同該款項的增值稅（如適用），所有應付本公司款項須於拍賣會後七個工作日或之前以已結清款項收悉。

3.2 根據本協議，閣下亦須應要求向本公司支付任何開支。

3.3 除非本公司以書面方式另行同意，所有款項必須以拍賣會所用貨幣，按競投人通告所列其中一種方法支付。本公司發票只發給登記競投人，除非競投人乃作為指明主事人的代理，且本公司已認可該安排，在該情況下，本公司會將發票發給主事人。

3.4 除非本協議另有規定，所有應付本公司款項須按適當稅率繳付稅項，閣下須就所有該等款項支付稅款。

3.5 本公司可從閣下付給本公司的任何款項中，扣除並保留有關拍賣品的買家費用、賣家應付的佣金、任何開支及稅項以及任何賺得及/或產生的利息，利益歸本公司，直至將款項付予賣家時止。

3.6 就向本公司支付應付的任何款項而言，時限規定為要素。倘若閣下未能按照本第 3 段向本公司支付買價或任何其他應付本公司款項，本公司將擁有下文第 7 段所載的權利。

3.7 若閣下投得多項拍賣品，本公司收到閣下的款項將首先用於按比例支付每項拍賣品的買價，然後按比例支付應付邦瀚斯的所有款項。

4 領取拍賣品

4.1 在賣家或本公司可拒絕向閣下發放拍賣品的任何權力規限下，閣下一旦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。

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之前。

4.3 於第 4.2 段所述的期間內，可按競投人通告指定的日期及時間到競投人通告所述地址領取拍賣品。其後拍賣品可能遷移至其他地點儲存，屆時閣下必須向本公司查詢可在何時何地領取拍賣品，儘管此資料通常會列於競投人通告內。

4.4 若閣下未有於競投人通告指定的日期領取拍賣品，則閣下授權本公司作為閣下代理，代表閣下與儲存承辦商訂立合約（「儲存合約」），條款及條件按邦瀚斯當時與儲存承辦商協定（可應要求提供副本）的標準條款及條件儲存拍賣品。倘拍賣品儲存於本公司物業，則須由第 4.2 段所述期間屆滿起，按本公司目前的每日收費（目前最低為每項拍賣品每日 50 港元另加稅項）支付儲存費，該等儲存費為本公司開支的一部份。

4.5 於直至閣下已全數支付買價及任何開支為止，拍賣品將由本公司作為賣家的代理持有，或由儲存承辦商作為賣家及本公司的代理按照儲存合約的條款持有。

4.6 閣下承諾遵守任何儲存合約的條款，尤其是支付根據任何儲存合約應付的收費（及所有搬運拍賣品入倉的費用）。閣下確認並同意，於直至閣下已支付買價、任何開支及所有儲存合約下的收費為止，閣下不得從儲存承辦商的物業領取拍賣品。

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

4.8 倘閣下未有按照第 4.2 段提走拍賣品，閣下須全面負責本公司涉及的任何搬運、儲存或其他收費（按照本公司的目前收費率）及任何開支（包括根據儲存合約的任何收費）。所有此等款項須於本公司要求時由閣下支付，並無論如何，於閣下或閣下的代表領取拍賣品前必須支付。

5 拍賣品儲存

本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）為止，以較早日期為準，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瀚斯為賣主而持有拍賣品，而本公司將保留拍賣品留置權，直至已按照第 3 段向本公司支付所有款項為止。

6 對拍賣品的責任

6.1 待閣下向本公司支付買價後，拍賣品的所有權方

- 會移交閣下。然而，根據銷售合約，拍賣品的風險則由閣下投得拍賣品之時起由閣下承擔。
- 6.2 閣下應於拍賣會後盡快為拍賣品投買保險。
- 7 未能付款或提取拍賣品及部份付款**
- 7.1 倘若應付予本公司的所有款項未有於其到期支付時全數支付，及/或未有按照本協議提取拍賣品，則本公司可行使以下一項或多項權利（在不損害本公司可以代賣家行使的任何權利下），而無須另行通知閣下：
- 7.1.1 因閣下違反合約而即時終止本協議；
- 7.1.2 保留拍賣品的管有權；
- 7.1.3 遷移及/或儲存拍賣品，費用由閣下承擔；
- 7.1.4 就閣下所欠的任何款項（包括買價）及/或違約的損害賠償，向閣下採取法律程序；
- 7.1.5 就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本借貸利率加5厘的年利率每日計息；
- 7.1.6 取回並未成為閣下財產的拍賣品（或其任何部份）管有權，就此而言，閣下謹此授予本公司不可撤銷特許，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；
- 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；
- 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；
- 7.1.9 以本公司因任何目的而收到的閣下款項，無論該等款項於閣下失責時或其後任何時間收到，用作支付或部份支付閣下於本協議下應付予本公司的任何款項；
- 7.1.10 在給予三個月書面通知下，把本公司因任何目的（包括其他已售予閣下或交予本公司出售的貨品）而管有的閣下任何其他財產不設底價出售，並把因該等出售所得而應付予閣下的任何款項，用於支付或部份支付閣下欠負本公司的任何款項；
- 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。
- 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付款項日期起計至閣下支付該款項的日期止。
- 7.3 倘閣下僅支付部份應付予本公司的款項，則該等付款將首先用於支付該拍賣品的買價（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買價），然後支付買家費用（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買家費用），再然後用以支付應付予本公司的任何其他款項。
- 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，於支付應付予本公司及/或賣家的所有款項後仍由本公司持有的餘款，將於本公司收到該等款項的二十八日內交還閣下。
- 8 其他人士就拍賣品的申索**
- 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：
- 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
- 8.1.2 向閣下以外的其他人士交付拍賣品；及/或
- 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
- 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。
- 8.2 第8.1段所述的酌情權：
- 8.2.1 可於本公司對拍賣品擁有實際或推定管有權時隨時行使，或倘若該管有權因法院、調解人、仲裁人或政府機關的任何裁決、命令或判決而終止，於該管有權終止後隨時行使；及
- 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證據的個案，否則不會行使。
- 9 贖品**
- 9.1 本公司根據本第9段的條款就任何贖品承擔個人責任。
- 9.2 第9段僅於以下情況適用：
- 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
- 9.2.2 閣下於知悉拍賣品為或可能為贖品後，在合理地切實可行範圍內盡快，並無論如何須於拍賣會後一年內，以書面通知本公司拍賣品為贖品；及
- 9.2.3 於發出該通知後一個月內，閣下把拍賣品退回本公司，而拍賣品的狀況須與拍賣會時的狀況一樣，並連同證明拍賣品為贖品的書面證明，以及有關拍賣會及拍賣品編號的資料以識別該拍賣品。
- 9.3 於下述情況下，第9段不適用於贖品：
- 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

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贗品，或採用的確定方法在所有情況下本公司若採用則屬不合理。

9.4 閣下授權本公司在絕對酌情權下決定採取本公司認為要讓本公司信納拍賣品並非贗品而必需進行的程序及測試。

9.5 倘本公司信納拍賣品為贗品，本公司會（作為主人）向閣下購買該拍賣品，而閣下須按照香港法例第 26 章貨品售賣條例第 14(1)(a) 及 14(1)(b) 條規定，向本公司轉讓有關拍賣品的所有權，並附有全面所有權的保證，不得有任何留置權、質押、產權負擔及敵對申索，而本公司將向閣下支付相等於閣下就拍賣品已支付的買價、買家費用、稅項及開支總數的款項。

9.6 第 9 段的利益為僅屬於閣下個人的利益，閣下不能將其轉讓。

9.7 倘若閣下出售或以其他方式出售閣下於拍賣品的權益，則根據本段的所有權利及利益即告終止。

9.8 第 9 段不適用於由或包括一幅或多幅中國畫、一輛或多輛汽車、一個或多個郵票或一本或多本書籍構成的拍賣品。

10 本公司的責任

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價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，本公司無須就此而承擔任何責任，不論是否為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第 284 章失實陳述條例的責任。

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：

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

10.2.2 大氣壓力改變；

本公司亦不就以下負責：

10.2.3 弦樂器的損壞；或

10.2.4 金箔畫架、石膏畫架或畫架玻璃的損壞；而倘若拍賣品構成或變為有危險，本公司可以其認為適合的方法予以棄置而無須事先通知閣下，而本公司無須就此對閣下負責。

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。

10.4 在任何情況下，倘若本公司就拍賣品，或任何就拍賣品的作為、不作為、陳述，或本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補款，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 本協議內凡提述邦翰斯均指，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 凡提述第某段，即指本協議內該編號的段落。

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

11.12 本協議凡賦予賣家豁免、及/ 或排除或限制邦瀚斯責任時，邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後繼公司及承讓公司，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））。閣下同意外本公司以該等資料作下述用途。

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

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

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，閣下可能對該等涵義並不熟悉。

釋義

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

「**拍賣人**」主持拍賣會的邦瀚斯代表。

「**競投人**」已填妥競投表格的人士。

「**競投表格**」本公司的競投人登記表格、缺席者及電話競投表格。

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

「**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**」邦瀚斯與買家訂立的合約（見圖錄內附錄二）。

「**買家費用**」以成交價按競投人通告訂明的費率計算的款項。

「**圖錄**」有關拍賣會的圖錄，包括任何於本公司網站刊載的圖錄陳述。

「**佣金**」賣家應付予邦瀚斯的佣金，按照合約表格訂明的費率計算。

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

「**寄售費**」賣家應付予邦瀚斯的費用，按照業務規則訂明的費率計算。

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

「**銷售合約**」賣家與買家訂立的銷售合約（見圖錄內附錄一）。

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

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

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

「**成交價估計**」本公司對成交價可能範圍的意見的陳述。

「**開支**」邦瀚斯就拍賣品已付或應付的收費及開支，包括法律開支、因電匯而產生的銀行收費及開支、保險收費及開支、圖錄及其他製作及說明、任何關稅、宣傳、包裝或運輸費用、轉載權費、稅項、徵費、測試、調查或查詢費用、出售拍賣品的預備工作、儲存收費、來自賣家作為賣家代理或來自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，而該贗品於拍賣會當日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（包括重畫或覆蓋）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。

「**保証**」在任何贗品上邦瀚斯對買家全力承擔的責任，以及在專門郵票拍賣會及/ 或專門書籍拍賣會當中，根據買家協議內訂定，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」任何託付予邦瀚斯，供以拍賣或私人協約形式出售的任何物品（而凡提及任何拍賣品，均包括（除非文義另有所指）作為由兩項或以上物品組成的一項拍賣品內的個別項目）。

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

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

「名義收費」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。

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

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

「競投人通告」刊印於本公司圖錄前部的通告。

「買價」成交價與成交價的稅項相加的總數。

「底價」拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）。

「拍賣會」由邦瀚斯提供以作銷售拍賣品的拍賣會。

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

「賣家」合約表格所列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瀚斯披露），則「賣家」包括該代理及主事人，而彼等須就此共同及個別負責。業務規則內亦稱賣家為「閣下」。

「專家查驗」由專家對拍賣品進行目視查驗。

「郵票」指於專門郵票拍賣會提供以作銷售的郵票。

「標準查驗」由並非專家的邦瀚斯職員對拍賣品進行目視查驗。

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

「儲存承辦商」於圖錄指明的公司。

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

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

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

「網站」網址為 www.bonhams.com 的邦瀚斯網站。

「撤銷通知」賣家向邦瀚斯發出的書面通知，以撤銷由邦瀚斯出售拍賣品的指示。

「不設底價」指並無規定拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）

詞彙

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

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

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

Bonhams

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Paddle number (for office use only)

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

Data protection – use of your information

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

Credit and Debit Card Payments

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

Notice to Bidders.

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

If successful

I will collect the purchases myself
 Please contact me with a shipping quote (if applicable)

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

Sale title:		Sale date:									
Sale no.		Sale venue:									
<p>If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.</p> <p>General Bid Increments HK\$:</p> <table border="0"> <tr> <td>\$10,000 - 20,000.....by 1,000s</td> <td>\$200,000 - 500,000.....by 20,000 / 50,000 / 80,000s</td> </tr> <tr> <td>\$20,000 - 50,000.....by 2,000 / 5,000 / 8,000s</td> <td>\$500,000 - 1,000,000.....by 50,000s</td> </tr> <tr> <td>\$50,000 - 100,000.....by 5,000s</td> <td>\$1,000,000 - 2,000,000.....by 100,000s</td> </tr> <tr> <td>\$100,000 - 200,000.....by 10,000s</td> <td>above \$2,000,000.....at the auctioneer's discretion</td> </tr> </table> <p>The auctioneer has discretion to split any bid at any time.</p>				\$10,000 - 20,000.....by 1,000s	\$200,000 - 500,000.....by 20,000 / 50,000 / 80,000s	\$20,000 - 50,000.....by 2,000 / 5,000 / 8,000s	\$500,000 - 1,000,000.....by 50,000s	\$50,000 - 100,000.....by 5,000s	\$1,000,000 - 2,000,000.....by 100,000s	\$100,000 - 200,000.....by 10,000s	above \$2,000,000.....at the auctioneer's discretion
\$10,000 - 20,000.....by 1,000s	\$200,000 - 500,000.....by 20,000 / 50,000 / 80,000s										
\$20,000 - 50,000.....by 2,000 / 5,000 / 8,000s	\$500,000 - 1,000,000.....by 50,000s										
\$50,000 - 100,000.....by 5,000s	\$1,000,000 - 2,000,000.....by 100,000s										
\$100,000 - 200,000.....by 10,000s	above \$2,000,000.....at the auctioneer's discretion										
Customer Number		Title									
First Name		Last Name									
Company name (to be invoiced if applicable)											
Address											
City		County / State									
Post / Zip code		Country									
Telephone mobile		Telephone daytime									
Telephone evening		Fax									
Preferred number(s) in order for Telephone Bidding (inc. country code)											
E-mail (in capitals)											
<p>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.</p>											
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:

* 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.





SB 1793

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