WF AREAL

THE BASQUIAT AUCTION

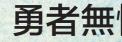
CHRISTIE'S







WE ARE ALL WARRIORS THE BASQUIAT AUCTION



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In sending written and telephone bids or making enquiries, this sale should be referred to as 20415

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勇者無懼:巴斯奇亞《戰士》

TUESDAY 23 MARCH 2021 | HONG KONG 9.00PM HKT | 1.00PM GMT

VIEWING | 預展

NEW YORK | 紐約

16 February - 1 March 20 Rockefeller Plaza

2月16日至3月1日 洛克菲勒廣場20號

HONG KONG | 香港

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敬請注意本拍賣目錄中沒有包括拍品狀況說明,若有需要,請向佳士得公司索取,本公司可以提供此報告。另外,敬請留意閱讀拍賣目錄背頁之《重要通告及目錄編列方法之說明》。

christies.com/basquiat



▶ Detail of the present lot. 拍品局部



Jean-Michel Basquiat in Issey Miyake, Yutaka Sakano, Tokyo, 1983. Photo: © Yutaka Sakano / Courtesy Patrick Gutknecht gallery, Geneva.

巴斯奇亞身著三宅-生/1983年

** I'M NOT A REAL PERSON. I'M A LEGEND."

JEAN-MICHEL BASQUIAT

• + 1 JEAN-MICHEL BASQUIAT (1960-1988)

Warrior

(i)

 \odot

signed and dated 'Jean-Michel Basquiat 1982' (on the reverse) acrylic, oilstick and spray paint on wood panel 72 x 48 in. (183 x 122 cm.) Painted in 1982.

HK\$240,000,000-320,000,000 US\$31,000,000-41,000,000

尚·米榭·巴斯奇亞(1960-1988)

戰士

壓克力 油畫棒 噴漆 木板 183 x 122 cm. (72 x 48 in.) 1982年作 款識: Jean-Michel Basquiat 1982(畫背)



PROVENANCE

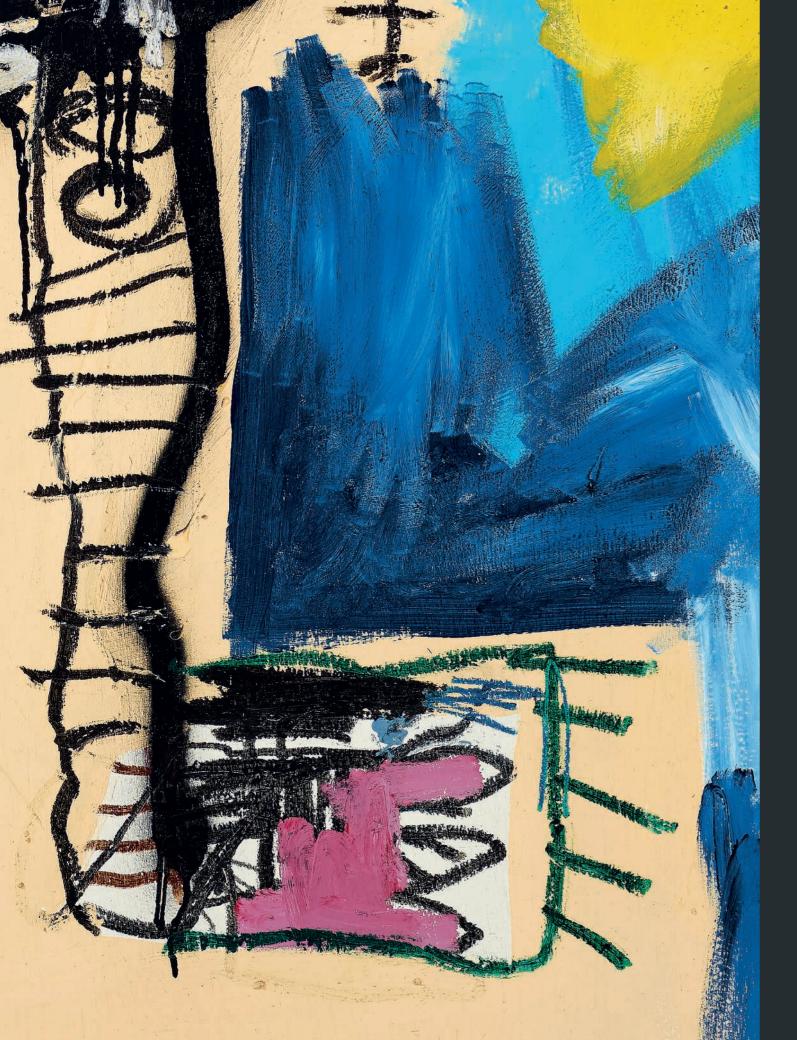
Galerie Enrico Navarra, Paris Mugrabi Collection, New York Hamiltons Gallery, London Anon. sale; Sotheby's, New York, 9 November 2005, lot 42 Private collection, Milan Anon. sale; Sotheby's, London, 21 June 2007, lot 28 Private collection Anon. sale; Sotheby's, London, 26 June 2012, lot 49 Acquired at the above sale by the present owner

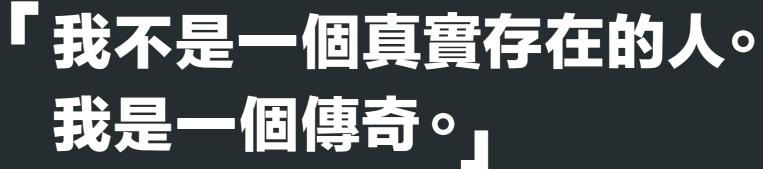
來源

巴黎 Enrico Navarra畫廊 紐約 穆格拉比收藏 倫敦 漢密爾頓畫廊 紐約 蘇富比 2005年11月9日 編號42 米蘭 私人收藏 倫敦 蘇富比 2007年6月21日 編號28 私人收藏 倫敦 蘇富比 2012年6月26日 編號49 現藏者購自上述來源



▶ Detail of the present lot. 拍品局部





尚・米榭・巴斯奇亞

EXHIBITED

Tokyo, Akira Ikeda Gallery, Jean-Michel Basquiat: Paintings, November-December 1983, no. 3 Paris, Galerie Enrico Navarra, Jean-Michel Basquia April-June, 1996.

Coral Gables, Quintana Gallery, Jean-Michel Basquia *1980-1988*, December 1996-February 1997, p. 11 (illustrated in color).

Vienna, Kunsthaus, Jean-Michel Basquiat: Paintings and Works on Paper, February-April 1999, p. 59 (illustrate in color).

Künzelsau, Museum Würth, The Mugrabi Collection: Jea Michel Basquiat, September 2001-January 2002, p. 51. Milan, Fondazione La Triennale, *The Jean-Michel* Basquiat Show, September 2006-January 2007, p. 21 pl. 87 (illustrated in color).

New York, Gagosian Gallery, Jean-Michel Basquiat, February-April 2013, pp. 46-47, 192 and 201 (illustrated in color and installation view illustrated in colo New York, The Brant Foundation Art Study Center, Jean-Michel Basquiat, March-May 2019.

展覽

	1983年11月-12月東京 Akira Ikeda畫廊「尚·米榭·巴
	斯奇亞:繪畫」展覽圖錄圖版3
t,	1996年4月-6月巴黎 Enrico Navarra畫廊「尚·米榭·
4.	巴斯奇亞」
<i>t</i> :	1996年12月-1997年2月 科勒爾 蓋布林斯 Quintana畫廊
	「尚·米榭·巴斯奇亞:1980-1988」展覽圖錄第11頁(彩頁)
d	1999年2月-4月 維也納 藝術之家 「尚·米榭·巴斯奇亞:
ed	繪畫與紙本」展覽圖錄第59頁(彩頁)
	2001年9月-2002年1月金策爾斯奧Würth博物館「穆
n-	格拉比收藏:尚·米榭·巴斯奇亞」 第51頁
	2006年9月-2007 年1月 米蘭 米蘭三年展 「尚·米榭·巴
6,	斯奇亞大展」展覽圖錄第216頁圖版87(彩頁)
Ј,	2013 年 2 月- 4月 紐約 高古軒 「尚・米榭・巴斯奇亞」
	展覽圖錄第46-47,192,201頁(彩頁及展覽照片彩頁)
	2019年3月-5月紐約布蘭特基金會藝術研究中心「尚·
r).	米榭·巴斯奇亞」
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LITERATURE

R. Marshall and J.-L. Prat, *Jean-Michel Basquiat*, Paris, 1996, 1st ed., vol. 1, pp. 62–63 and 387 (illustrated in color); vol. 2, p. 132, fig. 27 (installation view illustrated in color).

R. Marshall and J.-L. Prat, *Jean-Michel Basquiat*, Paris, 1996, 2nd ed., vol. 1, pp. 87 and 390 (illustrated in color); vol. 2, pp. 206 and 249, fig. 27, no. 12, (installation views illustrated in color).

T. Shafrazi, et al., *Jean-Michel Basquiat*, New York, 1999, p. 98 (illustrated in color).

E. Navarra, et al., *Jean-Michel Basquiat*, Paris, 2000, vol. 1, p. 83 (illustrated in color); vol. 2, pp. 100–101 and 289, no. 4 (illustrated in color and installation views illustrated in color); appendix, p. 29.

出版

Richard D. Marshall 與 Jean-Louis Prat《尚·米榭·巴斯 奇亞》巴黎 1996 年 第一版 第一卷 第62-63, 387頁 (彩頁) 及 第二卷132 頁 圖版 27 (展覽照片彩頁)

Richard D. Marshall 與 Jean-Louis Prat《尚·米榭·巴斯 奇亞》巴黎 1996 年 第二版 第一卷 第 87,390 頁 (彩頁);第 二卷第 206,249頁 圖版27 第12圖 (展覽照片彩頁)

Toni Shafrazi等《尚·米榭·巴斯奇亞》 紐約 1999年 第98 頁 (彩頁)

E. Navarra 等《尚·米榭·巴斯奇亞》巴黎 2000 年 第一卷 第 83 頁 (彩頁) 及 第二卷 第 100-101、289 頁 第4圖 (彩頁 及展覽照片彩頁); 附頁 第 29 頁



Detail of the present lot. 拍品局部



Jean Michel Basquiat, Downtown 81, 1980.

13000

尚·米樹·巴斯奇亞《Downtown 81》1980年 Photo: MARKA/ Alamy Stock Photo

930 -



66 BASQUIAT'S GREAT STRENGTH

is his ability to merge his absorption of imagery from the streets, the newspapers, and TV with the spiritualism of his Haitian heritage, injecting both into a marvelously intuitive understanding of the language of modern painting

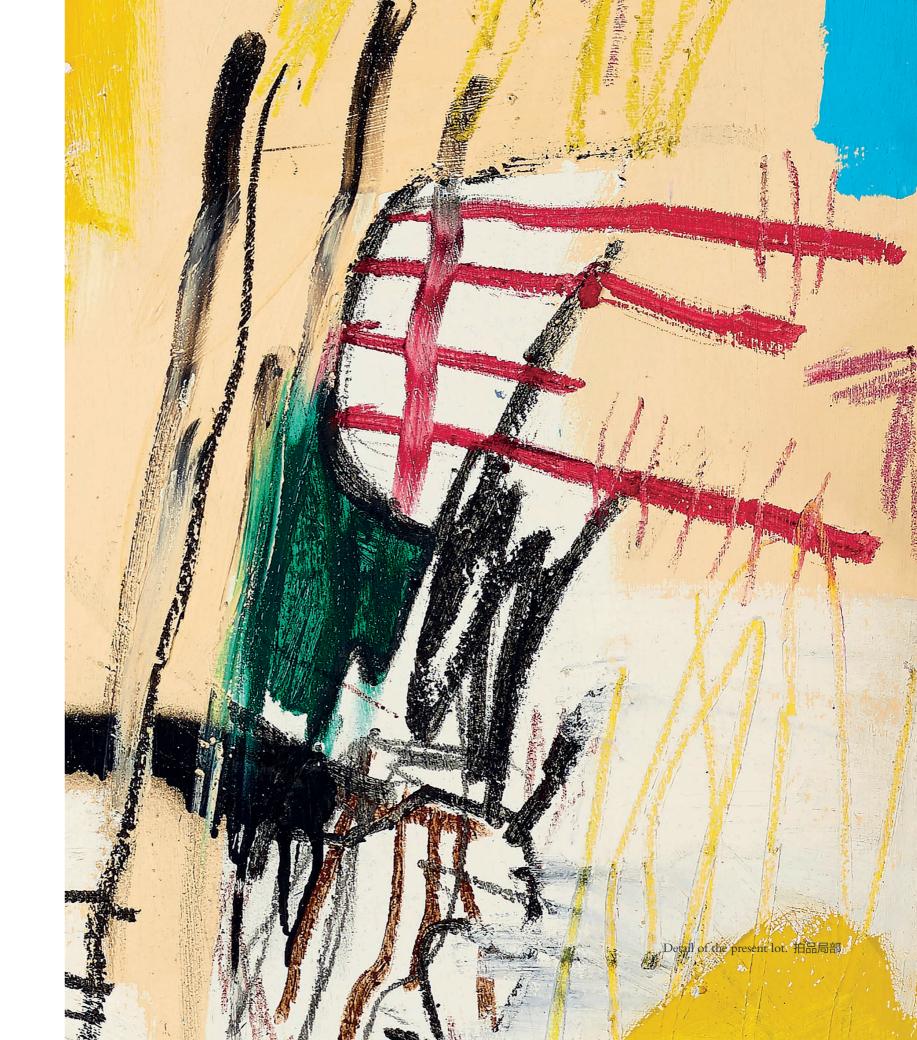
99

JEFFREY DEITCH, "JEAN-MICHEL BASQUIAT: ANNINA NOSEI," FLASH ART, 16 (MAY 1982), P. 50.

◀ Lucas Cranach the Elder, St. Maurice, 1520-25 左:盧卡斯·克拉納赫《聖莫里斯》1520-25年作

► Egyptian wall-painting of fowling. 右:古埃及壁畫





AINTED IN 1982 AT THE HEIGHT OF HIS ARTISTIC POWER, JEAN-MICHEL BASQUIAT'S WARRIOR is a commanding and authoritative portrait that amply demonstrates why the artist is regarded as one of the most important painters of the last half

century. In the centre, a noble figure is rendered using the artist's distinctive brushwork; carefully controlled and yet expressive gestures revel in their rudimentary nature, resulting in a figure that reverberates with artistic energy. With its roots firmly located in the grand traditions of portraiture, yet executed in a resolutely contemporary manner, this part mythical figure/part self-portrait spans artistic genres. Yet its unique style also validates Basquiat's role as the artist who helped to resurrect contemporary painting in the early 1980s following decades of neglect.

READ MORE



66 THE BLACK PERSON IS THE PROTAGONIST IN MOST OF MY **PAINTINGS. I REALIZED** THAT I DIDN'T SEE MANY PAINTINGS WITH BLACK PEOPLE IN THEM. "

JEAN-MICHEL BASQUIAT



 Plaque: Warrior and Attendants, Edo peoples, 16th-17th century

雕刻《戰士與隨從》埃多人 16-17世紀作 紐約 大都會博

【黑人往往是我作品中的 主角。我意識到很少有 畫作在描繪黑人。

・米榭・巴斯奇亞



一 Detail of the present lot. 拍品局部



Photographic reproduction from Andy Warhol's 35mm negative, Keith Haring, Andy Warhol and Jean-Michel at Andy's studio at 860 Broadway, 1984. Image and Artwork © 2021 The Andy Warhol Foundation for the Visual Arts, Inc. / Licensed by ARS

凱斯·哈林、安迪·沃荷與巴斯奇亞在 安迪·沃荷位於百老匯860號的工作室

巴斯奇亞被認為是過去半個世 紀以來最重要的藝術家之一。

他的宏偉傑作《戰士》創作於1982年,集結了藝 術家藝術巔峰時期最重要的元素與風格,居高臨 下,氣勢恢宏。畫面中,藝術家融合街頭與原始藝 術的力量,重新詮釋史詩般的人物形象。作品將原 始的神話崇拜與藝術家的自我歷程完美交融,人神 合一,延續而又開創了藝術史的創作傳統。其靈感 母題上溯經典肖像畫傳統,而又加入了全然一新的 個人視角。而正是這種獨一無二的風格,在1980 年代徹底革新了當代繪畫的面貌,讓巴斯奇亞成為 了當代藝術世界的絕對焦點。《戰士》來源於巴斯 奇亞與80年代初創作的一系列木板上的宏偉巨製, 這批作品已被視為藝術家一生的巔峰之作。此作在 1983年首次公開展覽於東京AKIRA IKEDA畫廊, 隨後廣泛展覽於世界各地,最近更於2019年於紐 約布蘭特基金會藝術研究中心的大型個展《尚·米 谢·巴斯奇亞》亮相, 轟動藝壇。



WE ARE ALL WARRIORS THE BASQUIAT AUCTION



JEAN-MICHEL LIVED LIKE A FLAME. HE BURNED REALLY BRIGHT. THEN THE FIRE WENT OUT. BUT THE EMBERS ARE STILL HOT.

FRED BRAITHWAITE, ENRICO NAVARRA, JEAN-MICHEL BASQUIAT, PARIS 1996, P. 220

Detail of the present lot. 拍品局部

尚-米榭生如火焰。 他燃燒得極度明熾。 然後熄滅了。 但是餘燼仍然很炙熱。

FRED BRAITHWAITE, ENRICO NAVARRA. JEAN-MICHEL BASQUIAT, PARIS 1996, P. 220

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(b) All types of gemstones may have been improved

by some method. You may request a germmological report for any item which does not have a report if the request is made to us at least three weeks before the date of the auction and you pay the fee for the report.

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

information in any germological report or, if no report is available, assume that the gerstones may have been treated or enhanced.

WATCHES & CLOCKS

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

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

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

B REGISTERING TO BID

1 NEW BIDDERS

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

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

(ii) for corporate clients: Your Certificate of Incorporation or equivalent document(s) showing your name and registered address, photo ID copy of the authorized bidder, letter of authorization duly signed by legal representative and, where applicable, chopped with company stamp and together with documentary proof of directors and beneficial owners;

(iii) for trusts, partnerships, offshore companies and other business structures, please contact us in advance to discuss our requirements.

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

2 RETURNING BIDDERS

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

3 IF YOU FAIL TO PROVIDE THE RIGHT DOCUMENTS

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

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

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

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

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

(iv) you do not know, and have no reason to suspect, that the funds used for settlement are connected with, the proceeds of any criminal activity or that the ultimate buyer(s) are under investigation, charged with or convicted of money laundering, terrorist activities or other money laundering predicate crimes.

A bidder accepts personal liability to pay the **purchase price** and all other sums due unless it has been agreed in writing with Christie's before commencement of the auction that the bidder is acting as an agent on behalf of a named third party acceptable to Christie's and that Christie's will only seek payment from the named third party.

5 BIDDING IN PERSON

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

6 BIDDING SERVICES

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

(A) PHONE BIDS

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

(B) INTERNET BIDS ON CHRISTIE'S LIVE™

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

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

C CONDUCTING THE SALE

1 WHO CAN ENTER THE AUCTION

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

2 RESERVES

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

3 AUCTIONEER'S DISCRETION

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

(a) refuse any bid;(b) move the bidding backwards or forwards in any way he or she may decide, or change the order of the

(c) withdraw any **lot;**

(d) divide any **lot** or combine any two or more **lots**;
 (e) reopen or continue the bidding even after the hammer has fallen; and

(f) in the case of error or dispute related to bidding and whether during or after the auction, continue the bidding, determine the successful bidder, cancel the sale of the **lot**, or reoffer and resell any **lot**. If you believe that the **auctioneer** has accepted the successful bid in error, you must provide a written notice detailing your claim within 3 business days of the date of the auction. The **auctioneer** will consider such claim in good faith. If the **auctioneer**. in the exercise of his or her discretion under this paragraph, decides after the auction is complete, to cancel the sale of a lot, or reoffer and resell a lot, he or she will notify the successful bidder no later than by the end of the 7th calendar day following the date of the auction. The auctioneer's decision in exercise of this discretion is final. This paragraph does not in any way prejudice Christie's ability to cancel the sale of a lot under any other applicable provision of these Conditions of Sale, including the rights of cancellation set forth in sections B(3), E(2)(i), =(4), and J(1).

4 BIDDING

The **auctioneer** accepts bids from:

(a) bidders in the saleroom; (b) telephone bidders, and internet bidders through 'Christie's LIVE[™] (as shown above in Section B6); and

(c) written bids (also known as absentee bids or commission bids) left with us by a bidder before the auction.

5 BIDDING ON BEHALF OF THE SELLER The auctioneer may, at his or her sole option, bid on behalf of the seller up to but not including the amount of the reserve either by making consecutive bids or by making bids in response to other bidders. The auctioneer will not identify these as bids made on behalf of the seller and will not make any bid on behalf of the seller at or above the **reserve**. If **lots** are offered without reserve, the **auctioneer** will generally decide to open the bidding at 50% of the **low estimate** for the **lot**. If no bid is made at that level, the **auctioneer** may decide to go backwards at his or her sole option until a bid is made, and then continue up from that amount. In the event that there are no bids on a **lot**, the **auctioneer** may deem such **lot** unsold.

BID INCREMENTS

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

7 CURRENCY CONVERTER

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

SUCCESSFUL BIDS

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

9 LOCAL BIDDING LAWS

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

D THE BUYER'S PREMIUM, TAXES

1 THE BUYER'S PREMIUM

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

2 TAXES

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

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

E WARRANTIES

SELLER'S WARRANTIES

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

(a) is the owner of the **lot** or a joint owner of the lot acting with the permission of the other co-owners or, if the seller is not the owner or a joint owner of the **lot**, has the permission of the owner to sell the **lot**, or the right to do so in law; and

(b) has the right to transfer ownership of the **lot** to the buyer without any restrictions or claims by anyone else.

If either of the above warranties are incorrect, the

seller shall not have to pay more than the **purchase price** (as defined in paragraph F1(a) below) paid by you to us. The seller will not be responsible to you for any reason for loss of profits or business, expected savings, loss of opportunity or interest, costs, damages, **other damages** or expenses. The seller gives no **warranty** in relation to any lot other than as set out above and, as far as the seller is allowed by law, all **warranties** from the seller to you, and all other obligations upon the seller which may be added to this agreement by law, are excluded. 2 **OUR AUTHENTICITY WARRANTY**

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

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

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

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

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

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

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

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

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

 (i) give us written notice of your claim within 5 years of the date of the auction. We may require full details and supporting evidence of any such claim;
 (ii) at Christie's option, we may require you to

In a construct option, we may require you to provide the written options of two recognised experts in the field of the **lot** mutually agreed by you and us in advance confirming that the **lot** is not **authentic**. If we have any doubts, we reserve the right to obtain additional options at our expense; and

(iii) return the **lot** at your expense to the saleroom from which you bought it in the **condition** it was in at the time of sale.

at the time of sale. (i) Your only right under this **authenticity warranty** is to cancel the sale and receive a refund of the **purchase price** paid by you to us. We will not, in any circumstances, be required to pay you more than the **purchase price** nor will we be liable for any loss of profits or business, loss of opportunity or value, expected savings or interest, costs, damages, **other damages** or expenses.

(j) Books. Where the lot is a book, we give an additional warranty for 14 days from the date of the sale that if on collation any lot is defective in text or illustration, we will refund your purchase price, subject to the following terms:

(a) This additional warranty does not apply to:
 (i) the absence of blanks, half titles, tissue guards

 the absence of blanks, half titles, tissue guards or advertisements, damage in respect of bindings, stains, spotting, marginal tears or other defects not affecting completeness of the text or illustration;

(ii) drawings, autographs, letters or manuscripts,

signed photographs, music, atlases, maps or periodicals;

(iii) books not identified by title;

(iv) lots sold without a printed estimate;(v) books which are described in the catalogue as

sold not subject to return; or (vi) defects stated in any **condition** report or

(vi) defects stated in any **condition** report or announced at the time of sale.

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

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

In these categories, the authenticity warranty does not apply because current scholarship does not permit the making of definitive statements. Christie's does, however, agree to cancel a sale in either of these two categories of art where it has been proven the lot is a forgery. Christie's will refund to the original buyer the purchase price in accordance with the terms of Christie's authenticity warranty, provided that the original buyer gives us written notice of the claim within twelve (12) months of the date of the auction. We may require full details and supporting evidence of any such claim. Such evidence must be satisfactory to us that the lot is a forgery in accordance with paragraph E2(h)(ii) above and the lot must be returned to us in accordance with E2h(iii) above. Paragraphs E2(b), (c), (d), (e), (f) and (g) and (i) also apply to a claim under these categories.

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

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

F PAYMENT

1 HOW TO PAY

(a) Immediately following the auction, you must pay

- the **purchase price** being: (i) the **hammer price**; and
- (ii) the **buyer's premium;** and

(iii) any duties, goods, sales, use, compensating or

Payment is due no later than by the end of the 7th

calendar day following the date of the auction (the "due date").

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

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

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

(ii) Wire transfer You must make payments to:

HSBC

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

(iii) Credit Card.

We accept most major credit cards subject to certain conditions. We accept payments in person by credit card up to HK\$1,000,000 per auction sale although conditions and restrictions apply. China Union Pay is accepted with no limits on amounts. To make a 'cardholder not present' (CNP) payment, we accept payment up to HK\$1,000,000 per auction sale. CNP payments cannot be accepted by all salerooms and are subject to certain restrictions applicable to credit card payments are available from our Post-Sale Services Department, whose details are set out in paragraph (d) below.

We accept cash subject to a maximum of HKD80,000 per buyer per year at our Post-Sale Services Department only (subject to conditions). (v) Banker's draft

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

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

Hong Kong dollar from a Hong Kong bank. (d) You must quote the sale number, your invoice number and client number when making a payment. All payments sent by post must be sent to: Christie's, Post-Sale Services Department, 22nd

Hong Kong. (e) For more information please contact our Post-

Sale Services Department by phone on +852 2760 1766 or email to postsaleasia@christies.com.

2 TRANSFERRING OWNERSHIP TO YOU

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

3 TRANSFERRING RISK TO YOU

The risk in and responsibility for the **lot** will transfer to you from whichever is the earlier of the following: (a) When you collect the **lot**; or

(b) At the end of the $30^{\rm th}$ day following the date of the auction or, if earlier, the date the **lot** is taken into care by a third party warehouse unless we have agreed otherwise with you in writing.

4 WHAT HAPPENS IF YOU DO NOT PAY

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

(i) to charge interest from the **due date** at a rate of 7% a year above the 3-MONTH HIBOR rate from time to time on the unpaid amount due;

(ii)we can cancel the sale of the **lot**. If we do this, we may sell the **lot** again, publically or privately on such terms we shall think necessary or appropriate, in which case you must pay us any shortfall between the **purchase price** and the proceeds from the resale. You must also pay all costs, expenses, losses, damages and legal fees we have to pay or may suffer and any shortfall in the seller's commission on the resale;

(iii) we can pay the seller an amount up to the net proceeds payable in respect of the amount bid by your default in which case you acknowledge and understand that Christie's will have all of the rights of the seller to pursue you for such amounts; (iv) we can hold you legally responsible for the

(iv) we can note you regary responsible for the **purchase price** and may begin legal proceedings to recover it together with other losses, interest, legal fees and costs as far as we are allowed by law:

tees and costs as far as we are allowed by law;
(v) we can take what you owe us from any amounts which we or any company in the **Christie's Group** may owe you (including any deposit or other partpayment which you have paid to us);

(vi) we can, at our option, reveal your identity and contact details to the seller;

(vii) we can reject at any future auction any bids made by you or on your behalf or to obtain a deposit from you before accepting any bids;

(will be exercise all the rights and remedies of a person holding security over any property in our possession owned by you, whether by way of pledge, security interest or in any other way as permitted by the law of the place where such property is located. You will be deemed to have granted such security to us and we may retain such property as collateral security for your obligations to us; and

(ix) we can take any other action we see necessary or appropriate.
(b) If you owe money to us or to another **Christie's**

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

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

5 KEEPING YOUR PROPERTY

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

G COLLECTION AND STORAGE

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

(b) For information on collecting lots, Please contact Christie's Post-Sale Services Department on +852 2760 1766 / Email: postsaleasia@christies.com (c) If you do not collect any lot promptly following the auction we can, at our option, remove the lot to another Christie's location or an affiliate or third

to another Christie's location or an affiliate or third party warehouse. (d) If you do not collect a lot by the end of the 30th day following the date of the auction, unless

otherwise agreed in writing:

(i) we will charge you storage costs from that date.
(ii) we can, at our option, move the lot to or within an affiliate or third party warehouse and charge you transport costs and administrative fees for doing so.
(iii) we may sell the lot in any commercially reasonable way we think appropriate.
(iv) the storage terms which can be found at www.

christies.com/storage shall apply. (v) nothing in this paragraph is intended to limit our

rights under paragraph F4.

H TRANSPORT AND SHIPPING

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

2 EXPORT AND IMPORT

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

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

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

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

(c) Lots made of protected species

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

(c) US import ban on African elephant ivory

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

(d) Lots of Iranian origin

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

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

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

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

I OUR LIABILITY TO YOU

(a) We give no **warranty** in relation to any statement made, or information given, by us or our representatives or employees, about any **lot** other than as set out in the **authenticity warranty** and, as far as we are allowed by law, all **warranties** and other terms which may be added to this agreement by law are excluded. The seller's **warranties** contained in paragraph E1 are their own and we do not have any liability to you in relation to those warranties.

(b) (i) We are not responsible to you for any reason (whether for breaking this agreement or any other matter relating to your purchase of, or bid for, any lot) other than in the event of fraud or fraudulent misrepresentation by us or other than as expressly set out in these conditions of sale; and (ii) We do not give any representation, warranty or guarantee or assume any liability of any kind in respect of any **lot** with regard to merchantability, fitness for a particular purpose, description, size, quality, condition, attribution, authenticity, rarity, importance, medium, provenance, exhibition history, literature, or historical relevance. Except as required by local law, any warranty of any kind is excluded by this paragraph.

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

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

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

J OTHER TERMS

1 OUR ABILITY TO CANCEL

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

2 RECORDINGS

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

3 COPYRIGHT

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

4 ENFORCING THIS AGREEMENT

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

5 TRANSFERRING YOUR RIGHTS AND RESPONSIBILITIES

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

6 TRANSLATIONS

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

7 PERSONAL INFORMATION

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

8 WAIVER

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

AW AND DISPUTES

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

10 REPORTING ON WWW.CHRISTIES.COM

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

K GLOSSARY

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

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

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

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

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

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

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

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

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

condition : the physical condition of a lot.

 $\ensuremath{\text{due}}$ due date : has the meaning given to it paragraph F1(a).

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

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

 $\ensuremath{\text{Heading}}$: has the meaning given to it in paragraph E2.

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

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

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

provenance : the ownership history of a lot.

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

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

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

UPPER CASE type : means having all capital letters. **warranty** : a statement or representation in which the person making it guarantees that the facts set out in it are correct.

業務規定·買方須知

業務規定

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

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

除非佳士得擁有**拍賣品**所有權(以△標示),佳士得為賣 方的代理人。

A. 拍賣之前

- 1. 拍賣品描述
- (a) 目錄描述部分使用的某些詞匯有特殊意義。詳情請見 構成條款部分的重要通知及目錄編列方法之說明。對 目錄內的標識的解釋,請見本目錄內"本目錄中使用的 各類標識 "。
- (b) 本公司在本目錄中對任何拍賣品的描述,拍賣品狀况 報告及其它陳述(不管是口頭還是書面),包括**拍賣** 品性質或狀況、藝術家、時期、材料、概略尺寸或來 **源**均屬我們意見之表述,而不應被作為事實之陳述。 我們不像專業的歷史學家及學者那樣進行深入的研究。 所有的尺寸及重量僅為粗略估計。
- 2. 對於拍賣品描述佳士得所負的責任

我們不對拍賣品的性質提供任何保證,除了下述第 E2 段的 **真品保證**以及第1段另有約定。

- 3. 狀况
- (a) 在我們拍賣會上拍賣的拍賣品狀況可因年代、先前損 壞、修復、修理及損耗等因素而差異甚大。其性質即 意味著幾乎不可能處於完美的**狀况。拍賣品**是按照其 在拍曹之時的情况以"現狀"出售,而日不包括佳士得 或賣方的任何陳述或保證或對於**狀况**的任何形式的責 任承擔。
- (b) 在本目錄條目或狀況報告中提及狀况不等同於對狀況 的完整描述,圖片可能不會清晰展示出**拍賣品。拍賣** 品的色彩和明暗度在印刷品或屏幕上看起來可能會與 實體檢查時的情况不同。**狀況**報告可協助您評估**拍賣** 品的**狀况**。為方便買方,狀況報告為免費提供,僅作 為指引。**狀况**報告提供了我們的意見,但是可能未指 出所有的缺陷、內在瑕疵、修復、更改及改造,因為 我們的僱員不是專業修復或維護人員。出於這個原因, 他們不能替代您親自檢查拍賣品或您自己尋求的專業 意見。買方有責任確保自己已經要求提供、收悉及考 慮了任何**狀况**報告。
- 4. 拍賣之前檢查拍賣品
- (a) 如果您計劃競投一件拍賣品,應親自或通過具有專業 知識之代表檢視,以確保您接受**拍賣品**描述及**狀况**。 我們建議您從專業修復人員或其它專業顧問那裏索取 意見。
- (b) 拍賣之前的檢視免費向公眾開放。在拍賣之前的檢視 或通過預約,我們的專家可在場回答問題。

5. 估價

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

6. 撤回

佳士得有權單方面决定在拍賣品拍賣過程中或拍賣之前的 任何時間將拍賣品撤回。佳士得無須就任何撤回决定向您承 擔責任。

7. 珠寶

- (a) 有色寶石 (如紅寶石、藍寶石及綠寶石) 可能經過處 理以改良外觀,包括加熱及上油等方法。這些方法都 被國際珠寶行業認可,但是經處理的寶石的硬度可能 會降低及 / 或在日後需要特殊的保養。
- (b) 所有類型的寶石均可能經過某些改良處理。如果某件 **拍賣品**沒有報告,您可以在拍賣日之前至少提前三周 向我們要求寶石鑒定報告,報告的費用由您支付。
- (c) 我們不會為每件拍賣的寶石拿取鑒定報告。若我們有 從國際認可的寶石鑒定實驗室取得鑒定報告,我們會 在目錄中提及。從美國寶石鑒定實驗室發出的鑒定報 告會描述對寶石的改良或處理。歐洲寶石鑒定實驗室 的報告僅在我們要求的時候,才會提及對寶石的改良 及處理,但是該報告會確認該寶石沒有被改良或處理。 因各實驗室使用方法和技術的差異,對某寶石是否處 理過、處理的程度或處理是否為永久性,都可能持不 同意見。寶石鑒定實驗室僅對報告作出日之前實驗室 所知悉的改進及處理進行報告。
- (d) 對於珠寶銷售來說, 估價是以寶石鑒定報告中的信息 為基礎,如果沒有報告,就會認為寶石可能已經被處 理或提升调。
- 8. 鐘錶
 - (a) 幾乎所有的鐘錶在使用期內都被修理過,可能都含有 非原裝零部件。我們不能保證任何鐘錶的任何個別零 部件都是原裝。被陳述為 " 關聯 " 字樣的錶帶不是原裝 錶的部分,可能不是**真品**。拍賣的鐘可能跟隨沒有鐘 擺、鐘錘或鑰匙出售。
 - (b) 收藏家等級的鐘錶經常有非常精細複雜的機械構造,可 能需要一般保養服務、更換電池或進一步的修理工作, 而這些都由買方負責。我們不保證每一隻鐘錶都是在 良好運作狀態。除非目錄中有提及,我們不提供證書。 (c) 大多數的錶都被打開過查看機芯的型號及質量。因為 這個原因,帶有防水錶殼的錶可能不能防水,在使用 之前我們建議您讓專業鐘錶師事先檢驗。
 - 手錶及錶帶的拍賣及運送方面的重要信息,請見第 H2(f)段。

B. 登記競投

- 1. 新競投人
- (a) 如果這是您第一次在佳士得競投,或者您曾參與我們 的拍賣,但在過去兩年內未曾從任何佳士得拍賣場成 功競投過任何東西,您必須在拍賣之前至少 48 個小時 登記,以給我們足夠的時間來處理及批准您的登記。 我們有權單方面不允許您登記成為競投人。您需提供 以下資料:
- (i) 個人客戶:帶有照片的身份證明(駕照執照、國民 身份證或護照)及(如果身份證文件上沒有顯示現 時住址資料)現時住址證明,如:用事業帳單或銀 行月結單。
- (ii) 公司客戶:顯示名稱及注冊地址的公司注冊證明 或類似文件,公司地址證明,被授權競投者附有 相片的身份證文件,由法定代表人簽署及蓋有公 司章(若有)的競投授權書,以及列出所有董事 和受益股東的文件證明。
- (iii) 信托、合夥、離岸公司及其它業務結構,請提前 聯繫我們商談要求。
- (b) 我們可能要求您向我們提供財務證明及 / 或押金作 為許可您競投的條件。如需幫助,請聯繫我們的客 戶服務部:+852 2760 1766。
- 2. 再次參與競投的客人

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

3. 如果您未能提供正確的文件

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

4. 代表他人競投

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

5. 親自出席競投

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

6. 競投服務

下述的競投服務是為方便客戶而設,如果在提供該服務出現 任何錯誤(人為或其它),遺漏或故障,佳士得均不負上任 何青仟。

(A) 電話競投

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

(B) 在 Christie's LIVE™ 網絡競投

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

(C) 書面競投

您可於本目錄,任何佳士得辦公室或通過 www.christies. com 選擇拍賣並查看拍賣品取得書面競投表格。您必須在 拍賣開始前至少 24 小時提交已經填妥的書面競投表格。投 標必須是以拍賣會當地的貨幣為單位。拍賣官將在參考底價 後,合理地履行書面競投務求以可能的最低價行使書面標。 如果您以書面競投一件沒有底價的拍賣品,而且沒有其他更 高叫價,我們會為您以低端估價的 50% 進行競投;或如果 您的書面標比上述更低,則以您的書面標的價格進行競投。 如佳十得收到多個競投價相等的書面競投,而在拍賣時此等 競投價乃該拍賣品之最高出價,則該**拍賣品**售給最先送達其 書面競投書給本公司之競投人。

C. 舉行拍賣 1. 進入拍賣現場

我們有權不允許任何人士進入拍賣場地,參與拍賣,亦可拒 絕接受任何競投。

2 底價

除非另外列明,所有**拍賣品**均有**底價**。不定有底價的拍賣 品,在拍賣品號碼旁邊用·標記。底價不會高於拍賣品的 低端估價。

3. 拍賣官之酌情權

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

4. 競投

拍賣官接受以下競投:

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

5. 代表 南方競投

拍賣官可選擇代賣方競投的方式連續競投或以回應其他競 投者的投標而競投的方式,直至達到底價以下。拍賣官不會 特別指明此乃代表賣方的競投。拍賣官不會代表賣方作出相 等於或高於**底價**之出價。就不設**底價**的拍賣品,拍賣官通常 會以低端估價的 50% 開始拍賣。如果在此價位沒有人競投, 拍賣官可以自行斟酌將價格下降繼續拍賣,直至有人競投, 然後從該價位向上拍賣。如果無人競投該**拍賣品**,拍賣官可 視該**拍賣品**為流拍拍賣品。

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

7. 貨幣兌換

拍賣會的顯示板, Christie's Live ™ 和佳士得網站可能會以 拍曹揚當地貨幣外的主要貨幣來展示競投。任何佳十得使用 的兌換率僅作指引,佳士得並不受其約束。對於在提供該服 務出現的任何錯誤(人為或其它),遺漏或故障,佳士得並 不負責。

8. 成功競投

除非拍賣官决定使用以上 C3 段中的酌情權,拍賣官下槌即 表示對最終競投價之接受。這代表賣方和成功競投人之間的 冒曹合約之訂立。我們僅向已登記的成功競投人開具發票。 拍賣後我們會以郵寄及 / 或電子郵件方式發送發票,但我 們並不負責通知閣下競投是否成功。如果您以書面競投,拍 以避免產生不必要的倉儲費用。

(e)

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

D. 買方酬金及稅款

1. 買方酬金

成功競投人除支付**成交價**外,亦同意支付本公司以該**拍賣品** 成交價計算的買方酬金。酬金費率按每件拍賣品成交價首港 幣 5.000.000 元之 25%;加渝港幣 5.000.000 元以上至港 幣 50,000,000 元部分之 20%;加逾港幣 50,000,000 元以 ト之 14.5% 計算。

2. 税費

成功競投者將負責所有適用**拍賣品**稅費,包括增值稅,銷售 或補償使用稅費或者所有基於成交價和買方酬金而產生的 該等稅費。買方有責任查明並支付所有應付稅費。在任何情 况下香港法律先决適用。佳士得建議您徵詢獨立税務意見。 有關佳士得運送至美國的拍賣品,不論買方國籍或公民身 份,均可能須支付**基於成交價,買方酬金**和/或與**拍賣品** 相關的其他費用而產生的州銷售稅或使用稅費。佳士得將根 據法律要求收取銷售稅。適用銷售稅率由拍賣品將運送到的 州分,縣,地點而决定。要求豁免銷售稅的成功競投人必須 在提取拍賣品之前向佳士得提供適當文件。佳士得不須收取 税費的州分,成功競投人可能須繳付稅費予該州分的稅務機 構。佳士得建議您徵詢獨立稅務意見。

E. 保證

1. 賣方保證

對於每件**拍賣品**,賣方**保證**其:

- (a) 為拍賣品的所有人,或拍賣品的共有人之一並獲得其他 共有人的許可;或者,如果賣方不是**拍賣品**的所有人或 共有人之一,其已獲得所有人的授權出售拍賣品或其在 法律 上 右 權 言 麽 做 ;
- (b) 有權利將拍賣品的所有權轉讓給買方, 且該權利不負擔 任何限制或任何其他人之索賠權
 - 如果以上任何保證不確實,賣方不必支付超過您已向 我們支付的購買款項(詳見以下第 F1(a) 段定義)的 金額。賣方不會就閣下利潤上或經營的損失、預期存 款、商機喪失或利息的損失、成本、賠償金、其他賠 **償**或支出承擔責任。賣方不就任何**拍賣品**提供任何以 上列舉之外的保證;只要法律許可,所有曹方對您做 出的保證及法律要求加入本協議的所有其它賣方責任 均被免除。

2. 真品保證

在不抵觸以下條款的情況下,本公司保證我們拍賣的拍賣品 都是**真品**(我們的"**真品保證**")。如果在拍賣日後的五年 內,您通知我們您的**拍賣品**不是**真品**,在符合以下條款規定 之下,我們將把您支付的購買款項退還給您。業務規定的詞 匯表裏有對 " 真品 " 一詞做出解釋。真品保證條款如下:

- (a) 我們對在拍賣日後5年內提供的申索通知提供真品保 證。此期限過後,我們不再提供**真品保證**。
- (b) 我們只會對本目錄描述第一行("標題")以大階字體 注明的資料作出真品保證。除了標題中顯示的資料,我 們不對任何標題以外的資料(包括標題以外的大階字體 注明)作出任何保證。
- (c) 真品保證不適用有保留標題或有保留的部分標題。有保 留是指受限於拍賣品目錄描述內的解釋,或者標題中有 "重要通告及目錄編列方法之說明"內有保留標題的某些 字眼。例如:標題中對"認為是…之作品"的使用指佳 士得認為**拍賣品**可能是某位藝術家的作品,但是佳士得 不保證該作品一定是該藝術家的作品。在競投前,請閱
- 畢"有保留標題"列表及拍賣品的目錄描述。
- (d) 真品保證適用於被拍賣會通告修訂後的標題
- **直品保證**不適用於在拍賣之後, 學術發展導致被普遍接 受的學者或專家意見有所改變。此保證亦不適用於在拍 賣日時,標題乎合被普遍接受的學者或專家的意見,或 標題指出意見衝突的地方。
- (f) 如果拍賣品只有通過科學鑒定方法才能鑒定出不是真

品,而在我們出版目錄之日,該科學方法還未存在或未 被普遍接納,或價格太昂貴或不實際,或者可能損壞**拍 賣品**,則**真品保證**不適用。

- (g) 真品保證僅適用於拍賣品在拍賣時由佳士得發出之發票 之原本買方,且僅在申索通知做出之日原本買方是**拍賣** 品的唯一所有人,且拍賣品不受其他申索權、權利主張 或任何其他制約的限制。此真品保證中的利益不可以轉 靈。
- (h) 要申索**真品保證**下的權利,您必須:
- (i) 在拍賣日後5年內,向我們提供書面的申索通知。 我們可以要求您提供上述申索完整的細節及佐證證 據;
- (ii) 佳士得有權要求您提供為佳士得及您均事先同意的 在此**拍賣品**領域被認可的兩位專家的書面意見,確 認該拍賣品不是真品。如果我們有任何疑問,我們 保留自己支付費用獲取更多意見的權利;及
- (iii) 自費交回與拍賣時狀況相同的拍賣品給佳士得拍賣 場。
- (i) 您在本**真品保證**下唯一的權利就是取消該項拍賣及取回 已付的購買款項。在任何情况下我們不須支付您招過您 已向我們支付的**購買款項**的金額,同時我們也無須對任 何利潤或經營損失、商機或價值喪失、預期存款或利 息、成本、賠償金或**其他賠償**或支出承擔責任。
- (j) 書籍。如果拍賣品為書籍,我們提供額外自拍賣日起為 期14天的保證,如經校對後,拍賣品的文本或圖標存 有瑕疵,在以下條款的規限下,我們將退回已付的購買 款項:
- (a) 此額外保證不適用於:
- (i) 缺少空白頁、扉頁、保護頁、廣告、及書籍鑲 邊的破損、污漬、邊緣磨損或其它不影響文本 及圖標完整性的瑕疵
- (ii) 繪圖、簽名、書信或手稿;帶有簽名的照片、 音樂唱片、地圖冊、地圖或期刊;
- (iii) 沒有標題的書籍
- (iv) 沒有標明估價的已出售拍賣品;
- (v) 目錄中表明售出後不可退貨的書籍
- (vi) **狀況**報告中或拍賣時公告的瑕疵。
- (b)要根據本條規定申索權利,您必須在拍賣後的14 天內就有關瑕疵提交書面通知,並交回與拍賣時狀 况相同的拍曹品給當時進行拍賣的佳士得拍賣行。

(k) 東南亞現代及當代藝術以及中國書畫。

真品保證並不適用於此類別拍賣品。目前學術界不容許對此 類別作出確實之說明,但佳士得同意取消被證實為贗品之東 南亞現代及當代藝術以及中國書畫拍賣品之交易。已付之購 買款項則根據佳士得**真品保證**的條款退還予原本買方,但買 方必須在拍賣日後12個月內,向我們提供書面的申索通知。 我們可以要求您提供上述申索完整的細節及佐證證據。買方 需按以上 E2(h)(ii) 的規定提供令佳士得滿意的證據,證實該 拍賣品為贗品,及須按照以上 E2(h)(iii) 規定交回拍賣品給 我們。E2(b), (c), (d), (e), (f), (g) 和 (i) 適用於此類別之申索。

(i) **中國、日本及韓國工藝品(中國、日本及韓國書畫、** 版畫、素描及珠寶除外)。

以 $F_{2}(b) - (e)$ 在此類別**拍賣品**將作修改如下。當作 者或藝術家未有列明時,我們不僅為標題作出**真品保證**,並 會對本目錄描述第二行以大階字體注明的有關日期或時期 的資料作出**真品保證**("副標題")。以上E2(b)-(e) 所有提及標題之處將讀成標題及副標題。

F. 付款

- 1. 付款方式
- (a)拍賣後,您必須立即支付以下**購買款項**
- (i) **成交價**;和
- (ii) 買方酬金; 和
- (iii) 任何關稅、有關貨物、銷售、使用、補償或服務稅 頂。

所有款項須於拍賣後7個日曆天內悉數付清("到期付款 日")∘

(b) 我們只接受登記競投人付款。發票一旦開具,發票上買

方的姓名不能更换,我們亦不能以不同姓名重新開具發票。 即使您欲將拍賣品出口且需要出口許可證,您也必須立即支 付以上款項。

- (c) 在香港佳士得購買的拍賣品,您必須按照發票上顯示的 貨幣以下列方式支付:
- (i) 佳士得通過 "MyChristie's" 網上賬戶為客人提供查 看發票、付款及運送服務。您可直接登錄查詢(如 您還未註冊線上賬戶,請登錄 www.christies.com/ MyChristies 進行註冊)。本服務適用於大多數拍賣 品,但仍有少數拍賣品的付款和運送安排不能通過 網上進行。如需協助,請與售後服務部聯絡。
- (ii) 電匯至:
- 香港上海匯豐銀行總行 香港中環皇后大道中1號 銀行編號:004 賬號:062-305438-001 賬名:Christie's Hong Kong Limited 收款銀行代號:HSBCHKHHHKH
- (iiii) 信用卡

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

(iv) 現金

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

- (v) 銀行匯票
- 抬頭請注明「佳士得香港有限公司」(須受有關條 件約束)
- (vi) 支票
- 抬頭請注明「佳士得香港有限公司」。支票必須於 香港銀行承兌並以港幣支付。
- (d) 支付時請注明拍賣號碼、發票號碼及客戶號碼;以郵寄 方式支付必須發送到:佳士得香港有限公司,售後服務 部(地址:香港中環遮打道 18 號歷山大廈 22 樓)。
- (e) 如要瞭解更多信息,請聯繫售後服務部。電話+852 2760 1766;或發電郵至 postsaleasia@christies.com。

2. 所有權轉移

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

風險轉移

拍賣品的風險和責任自以下日期起將轉移給您(以較早者為 進):

(a) 置方提省日;

(b) 自拍賣日起 30 日後,如較早,則拍賣品由第三方倉庫 保管之日起;除非另行協議。

4. 不付款之補救辦法

- (a) 如果到期付款日,您未能全數支付購買款項,我們將 有權行使以下一項或多項(及執行我們在 F5 段的權利 以及法律賦予我們的其它權利或補救辦法):
- (i) 自**到期付款日**起,按照尚欠款項,收取高於香港 金融管理局不時公布的三個月銀行同業拆息加 7% 的利息
- (ii) 取消交易並按照我們認為合適的條件對**拍賣品**公開 重新拍賣或私下重新售賣。您必須向我們支付原來 您應支付的購買款項與再次轉賣收益之間的差額。 您也必須支付我們必須支付或可能蒙受的一切成 本、費用、損失、賠償,法律費用及任何賣方酬金 的差額;

- (iii) 代不履行責任的買方支付賣方應付的拍賣淨價金 額。您承認佳士得有賣方之所有權利向您提出追 討;
- (iv) 您必須承擔尚欠之購買款項,我們可就取回此金額 而向您提出法律訴訟程序及在法律許可下向您索回 之其他指失、利息、法律費用及其他費用
- (v) 將我們或佳士得集團任何公司欠下您之款項(包括 您已付給我們之任何保證金或部分付款)用以抵銷 您未付之款項
- (vi) 我們可以選擇將您的身份及聯繫方式披露給賣方; (vii) 在將來任何拍賣中,不允許您或您的代表作出競 投,或在接受您競投之前向您收取保證金
- (viii) 在**拍賣品**所處地方之法律許可之下,佳士得就您擁 有並由佳士得管有的拍賣品作為抵押品並以抵押品 持有人身份行使最高程度之權利及補救方法,不論
- 是以典當方式、抵押方式或任何其他形式。您則被 視為已授與本公司該等抵押及本公司可保留或售賣 此物品作為買方對本公司及賣方的附屬抵押責任;
- (ix) 採取我們認為必要或適當的任何行動。
- (b) 將您已付的款項,包括保證金及其他部份付款或我們欠 下您之款項用以抵銷您欠我們或其他佳士得集團公司的 款佰。

(c) 如果您在**到期付款日**之後支付全部款項,同時,我們選 擇接受該付款,我們可以自拍賣後第 31 日起根據 G(d)(i) 及 (ii) 段向您收取倉儲和運輸費用。在此情况下,G(d)(iv) 段將 適用。

5. 扣押拍賣品

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

G. 提取及倉儲

(a) 我們要求您在拍賣之後立即提取您購買的**拍賣品(但請** 注意,在全數付清所有款項之前,您不可以提取拍賣品)。 (b) 有關提取**拍賣品**之詳情,請聯繫售後服務部。電話 +852 2760 1766 或發電郵至 : postsaleasia@christies.com (c) 如果您未在拍賣完畢立即提取您購買的拍賣品,我們有 權將拍賣品移送到其他佳士得所在處或其關聯公司或第三

方倉庫。 (d) 如果您未在拍賣後第三十個日曆日或之前提取您購買的 拍賣品,除非另有書面約定

(i) 我們將自拍賣後第 31 日起向您收取倉儲費用。 (ii) 我們有權將拍賣品移送到關聯公司或第三方倉庫,並向 您收取因此產生的運輸費用和處理費用

(iii) 我們可以按我們認為商業上合理且恰當的方式出售拍賣 品。

(iv) 倉儲的條款適用, 條款請見 www.christies.com/ storage •

(v) 本段的任何內容不限制我們在 F4 段下的權利。

H. 運送

1. 運送

運送或付運表格會與發票一同發送給您。您須自行安排拍賣 品的運送和付運事宜。我們也可以依照您的要求安排包裝運 送及付運事宜,但您須支付有關收費。我們建議您在競投前 預先查詢有關收費的估價,尤其是需要專業包裝的大件物品 或高額品。應您要求,我們也可建議處理員、包裝、運輸公 司或有關專家。

詳情請聯繫佳士得售後服務部,電話:+852 2760 1766; 或發郵件至 postsaleasia@christies.com。我們會合理謹慎 處理、包裝、運輸拍賣品。若我們就上述目的向您推薦任何 其他公司,我們不會承擔有關公司之行為,遺漏或疏忽引致 的任何責任。

2. 出口/進口

- 拍賣售出的任何拍賣品都可能受拍賣品售出國家的出口法 律及其他國家的進口法律限制。許多國家就拍賣品出境要求 出口聲明及 / 或就拍賣品入境要求進口聲明。進口國當地法 律可能會禁止進口某些拍賣品或禁止拍賣品在進口國出售。 我們不會因您所購買的拍賣品無法出口,進口或出於任何原 因遭政府機構沒收而有責任取消您的購買或向您很換購買 款項。您應負責確認並滿足任何法律或法規對出口或進口您 購買的**拍賣品**的要求
- (a) 在競投前,您應尋求專業意見並負責滿足任何法律或法 規對出口或進口**拍賣品**的要求。如果您被拒發許可證; 或申請許可證延誤,您仍須全數支付**拍賣品**的價款。如 果您提出請求,在我們能力範圍許可內,我們可以協助 您申請所需許可證,但我們會就此服務向您收取費用。 我們不保證必能獲得許可證。如欲了解詳情,請聯繫佳 士得售後服務部,電話:+852 2760 1766,或發郵件到: postsaleasia@christies.com •
- (b) 你應負責支付與拍賣品出口或進口有關的所有適用稅 費、關稅或其他政府徵收的費用。如果佳士得為您出口 或進口**拍賣品**,且佳士得支付了上述適用的稅費、關 税或其他政府徵收的費用,您同意向佳士得退還該筆費 田。
- (c) 含有受保護動植物料的拍賣品

由頻臨絕種及其他受保護野牛動植物製造或組成(不論 分比率)的拍賣品在本目錄中註有[~]號。

這些物料包括但不限於象牙、玳瑁殼、鱷魚皮、犀牛 角、鯨骨、某些珊瑚品種及玫瑰木。若您有意將含有野 生動物物料的任何拍賣品進口至其他國家,您須於競投 該拍賣品之前了解有關海關法例和規定。有些國家完全 禁止含有這類物料的物品進口,而其他國家則規定須向 出口及入口國家的有關管理機構取得許可證。在有些情 況下,**拍賣品**必須附有獨立的物種的科學證明和 / 或年 期證明,方能裝運,而您須要自行安排上述證明並負責 支付有關的費用。如果一件拍賣品含有象牙或其他可能 和象牙相混淆的野生動物材料(例如猛獁象牙,海象象 牙和犀鳥象牙)且您計劃將上述**拍賣品**進口到美國,請 查看 (c)段中之重要信息。如果您無法出口,進口該 拍賣品或因任何原因拍賣品被政府部門查收,我們沒有 義務因此取消您的交易並退回您的購買款項。您應負責 確定並滿足有關含有上述物料拍賣品進出口的法律和規 例要求。

(c) 美國關於非洲象象牙的進口禁令

美國禁止非洲象象牙進口美國。如果一件拍賣品含有 象牙或其他可能和象牙相混淆的野生材料(例如猛獁象 牙,海象象牙和犀鳥象牙),其必須通過受美國漁業 和野生動物保護局認可的嚴格科學測試確認該物料非非 洲象象牙後方可進口美國。如果我們在拍賣前對拍賣品 已經進行了該嚴格科學測試,我們會在拍賣品陳述中清 楚表明。我們一般無法確認相關**拍賣品**的象牙是否來自非 洲象。您凡購買有關拍賣品並計畫將有關拍賣品進口美 國,必須承擔風險並負責支付任何科學測試或其他報告 的費用。有關測試並無定論或確定物料乃非洲象象牙, 不被視為取消拍賣和退回購買款項的依據。

(d) **源自伊朗的拍賣品**

一些國家禁止或限制購買和 / 或進口源自伊朗的 " 傳統 工藝作品"(身份不明確的藝術家作品及/或功能性作 品。例如:地毯、碗、大口水壺、瓷磚和裝飾盒)。 美國禁止進口以上物品亦禁止美國民眾(不論所在處) 購買以上物品。有些國家,例如加拿大則允許在某特定 情况下可以進口上述物品。為方便買方,佳士得在源自 伊朗(波期)的拍賣品下方特別注明。如您受以上制裁 或貿易禁運限制,您須確保您不會競投或進口有關**拍賣** 品,違反有關適用條例。

(e) **苦金**

含量低於 18k 的黃金並不是在所有國家均被視為「黃 金」,並可能被拒絕入口。

(f) 鐘錶

本目錄內有些錶帶的照片顯示該手錶配有瀕危及受保護 動物(如短吻鱷或鱷魚)的物料所製成的錶帶。這些拍 曹品在本目錄內的拍賣品編號旁以 Ψ 符號顯示。這些 錶帶只用來展示**拍賣品**並不作銷售用途。在運送手錶到 拍賣地以外的地點前,佳士得會把上述錶帶拆除並予以 保存。買方若在拍賣後一年內親身到拍賣所在地的佳士 得提取,佳士得可酌情免費提供該展示用但含有瀕危及 受保護動物物料的錶帶給買方。

H2段中的標記是佳士得為了方便閣下而在有關拍賣品 附加的,附加標記時如有任何錯誤或遺漏,佳士得恕不 承擔任何責任。

I. 佳士得之法律責任

- (a) 除了真品保證,佳士得、佳士得代理人或僱員,對任 何拍賣品作任何陳述,或資料的提供,均不作出任何 保證。在法律容許的最大程度下,所有由法律附加的 保證及其他條款,均被排除在本協議外。在 E1 段中 的賣方保證是由賣方提供的保證,我們對這些**保證**不 **自有仟何青仟**。
- (b) (i) 除非我們以欺詐手段作出有欺詐成份的失實陳述或 在本業務規定中另有明確說明,我們不會因任何原因 對您負有任何責任 (無論是因違反本協議, 購買**拍賣** 品或與競投相關的任何其它事項);和
- (ii) 本公司無就任何拍賣品的可商售品質、是否適合某特 定用途、描述、尺寸、質量、狀況、作品歸屬、真實性、 稀有程度、重要性、媒介、來源、展覽歷史、出版或 歷史的關聯等作出任何陳述、保證或擔保或承擔任何 責任。除非當地的法律強制要求,任何種類之任何保 證,均被本段排除在外。
- (c) 請注意佳士得所提供的書面競投及電話競投服務、 Christie's LIVE™、**狀況**報告、貨幣兌換顯示板及拍賣 室錄像影像為免費服務,如有任何錯誤(人為或其它 原因)、遺漏或故障或延誤、未能提供、暫停或終止, 本公司不自任何責任。
- (d) 就拍賣品購買的事宜,我們僅對買方負有法律責任。
- (e) 如果儘管有 (a) 至 (d) 或 E2(i) 段的規定,我們因某些 原因須對您負上法律責任,我們不須支持超過您已支 付的**購買款項**。佳士得不須就任何利潤或經營損失、 商機喪失或價值、預期存款或利息、費用、賠償或支 出等原因負上任何責任。

J. 其它條款

1. 我們的撤銷權

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

2. 錄像

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

3. 版權

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

4 效力

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

5 轉讓您的權利及責任

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

6 翻譯

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

7. 個人信息

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

8. 棄權

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

5. 法律及管轄權

各方的權利及義務,就有關本業務規定,拍賣的行為及任何 與上述條文的事項,均受香港法律管轄及根據香港法律解 釋。在拍賣競投時,無論是親自出席或由代理人出席競投, 書面、電話及其他方法競投,買方則被視為接受本業務規 定,及為佳十得之利益而言,接受香港法院之排他性管轄 權,並同時接納佳士得亦有權在任何其他司法管轄區提出索 償,以追討買方拖欠的任何款項。

10. www.christies.com 的報告

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

K. 詞匯表

拍賣官:個人拍賣官和/或佳士得。

真品:以下所述的真實作品,而不是複製品或贗品

- a) 拍賣品在標題被描述為某位藝術家、作者或製作者 的作品,則為該藝術家、作者或製造者的作品;
- b) 拍賣品在標題被描述為是某時期或流派創作的作 品,則該時期或流派的作品;
- c) 拍賣品在標題被描述為某來源,則為該來源的作 品:
- d) 以寶石為例,如**拍賣品**在標題被描述為由某種材料 製成,則該作品是由該材料製成。
- 真品保證:我們在本協議 E 段所詳述為拍賣品提供的保證。 **買方酬金**:除了成交價,買方支付給我們的費用。
- 目錄描述:拍賣目錄內對拍賣品的陳述(包括於拍賣場通過 對有關陳述作出的任何更改)。
- 佳士得集團: Christie's International Plc、其子公司及集團 的其它公司。
- **狀况:拍賣品**的物理狀况。
- 到期付款日:如第 F1(a) 段所列出的意思。
- 估價:目錄中或拍賣場通告中列明的我們認為拍賣品可能出
- 售的價格範圍。低端估價指該範圍的最低價;高端估價:指
- 該範圍的最高價。中間估值為兩者的中間點。
- 成交價:拍賣官接受的拍賣品最高競投價。

標題:如 E2 段所列出的意思。

拍賣品:供拍賣的一件拍賣品(或作為一組拍賣的兩件或更 多的物件)

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

購買款項:如第 F1(a) 段的意思。 **來源:拍賣品**的所有權歷史

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

底價:拍賣品不會以低於此保密**底價**出售。

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

大階字體:指包含所有的大寫字母。

保證:陳述人或聲明人保證其所陳述或聲明的事實為正確。

SYMBOLS USED IN THIS CATALOGUE

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

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

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

Bidding by parties with an interest.

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

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

which could result in export restrictions. See Section H2(b) of the Conditions of Sale. Buying at Christie's. Lots incorporates material from endangered species that is not for sale and is shown for display purposes

Lot incorporates material from endangered species

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

only

本目錄中使用的各類標識

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

佳士得對該拍賣品擁有直接經濟利益。請參閱重 要通知及目錄編列方法之說明。

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

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

Λ

利益方的競投

不設底價的拍賣品,不論其在本目錄中的售前估 價,該拍賣品將售賣給出價最高的競投人。

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

拍賣品含有瀕危物種的材料,只用作展覽用涂 並不做銷售。

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

IMPORTANT NOTICES AND EXPLANATION OF CATALOGUING PRACTICE

IMPORTANT NOTICES

CHRISTIE'S INTEREST IN PROPERTY **CONSIGNED FOR AUCTION**

∆: Property Owned in part or in full by Christie's

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

^o Minimum Price Guarantees:

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

• Third Party Guarantees/Irrevocable bids

Where Christie's has provided a Minimum Price Guarantee it is at risk of making a loss, which can be significant, if the lot fails to sell. Christie's therefore

sometimes chooses to share that risk with a third party who agrees prior to the auction to place an irrevocable written bid on the lot. If there are no other higher bids, the third party commits to buy the lot at the level of their irrevocable written bid. In doing so, the third party takes on all or part of the risk of the lot not being sold. Lots which are subject to a third party guarantee arrangement are identified in the catalogue with thesymbol °4.

Christie's compensates the third party in exchange for accepting this risk provided that the third party is not the successful bidder. The remuneration to the third party may either be based on a fixed fee or an amount calculated against the final hammer price. The third party may also bid for the lot above the irrevocable written bid. Where the third party is the successful bidder, the third party is required to pay the hammer price and the buyer's premium in full Third party guarantors are required by us to disclose to anyone they are advising their financial interest in any lots they are guaranteeing. However, for the avoidance of any doubt, if you are advised by or bidding through an agent on a lot identified as being subject to a third party guarantee you should always ask your agent to confirm whether or not he or she has a financial interest in relation to the lot

¤ Bidding by parties with an interest

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

Post-catalogue notifications

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

Other Arrangements

Christie's may enter into other arrangements not involving bids. These include arrangements where Christie's has made loans or advanced money to consignors or prospective purchasers or where Christie's has shared the risk of a guarantee with a partner without the partner being required to place an irrevocable written bid or otherwise participating in the bidding on the lot. Because such arrangements are unrelated to the bidding process they are not marked with a symbol in the catalogue.

Please see http://www.christies.com/ financialinterest/ for a more detailed explanation of minimum price guarantees and third party financing arrangements.

EXPLANATION OF CATALOGUING PRACTICE

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

A term and its definition listed under 'Qualified Headings' is a qualified statement as to authorship, period, reign or dynasty. While the use of this term is based upon careful study and represents the opinion of specialists, Christie's and the consignor assume no risk, liability and responsibility for the authenticity of authorship or of the lot being

重要通知及日錄編列方法之說明

重要通知

佳士得在受委託拍賣品中的權益

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

• 保證最低出售價

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

◎◆ 第三方保證 / 不可撤銷的競投

在佳士得已經提供最低出售價保證,如果拍賣品未能出售 佳士得將承擔遭受重大損失的風險。因此,佳士得有時選 擇與同意在拍賣之前就該拍賣品提交一份不可撤銷的書面 競投的第三方分擔該風險。如果沒有其他更高的競價,第 三方承諾將以他們提交的不可撤銷的書面競投價格購買該 拍賣品。第三方因此承擔拍賣品未能出售的所有或部分風 險。該等拍賣品在目錄中注以符號 ⁰♦ 以資識別。

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

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

created in certain period, reign or dynasty of any lot in this catalogue described by this term, and the Authenticity Warranty shall not be available with respect to lots described using this term.

Discrepancy in the layout of information may appear between the catalogue description in English and its Chinese translation. We will use the English version of the catalogue description in deciding any issue or disputes which arise under the Authenticity Warranty or the 'Qualified Headings'.

PICTURES, DRAWINGS, PRINTS, AND MINIATURES, SCULPTURES, INSTALLATION, VIDEO, CALLIGRAPHY AND PAINTED CERAMIC

Qualified Headings • "Attributed to...": in Christie's gualified opinion probably a work by the artist in whole or in part. • "Studio of ..."/"Workshop of ...": in Christie's qualified opinion a work executed in the studio or workshop of the artist, possibly under his supervision

. "Circle of ...": in Christie's gualified opinion a work of the period of the artist and showing his influence. • "Follower of ...": in Christie's qualified opinion a work executed in the artist's style but not necessarily by a pupil

"Manner of ...": in Christie's qualified opinion a work executed in the artist's style but of a later date. • "After ...": in Christie's qualified opinion a copy (of

any date) of a work of the artist. • "Signed ..."/"Dated ..."/ "Inscribed ...": in Christie's qualified opinion the work has been signed/dated/inscribed by the artist.

"With signature ..."/"With date ..."/ "With **inscription ...":** in Christie's qualified opinion the signature/ date/inscription appears to be by a hand other than that of the artist.

The date given for Old Master, Modern and Contemporary Prints is the date (or approximate date when prefixed with 'circa') on which the matrix was worked and not necessarily the date when the impression was printed or published.

The date given for Chinese Books and Rubbings is the date (or approximate date when prefixed with 'circa') when the impression was printed or published.

您的代理人確認他 / 她是否在拍賣品持有經濟利益。

¤利益方的競投

當那些可能獲悉了拍賣品的底價或其他重要信息對拍賣品 擁有直接或間接權益的一方可能進行競投時,我們會對該 拍賣品附注符號¤。該利益可包括委託出售拍賣品的遺產受 益人或者拍賣品的共同所有人之一。任何成功競得拍賣品 的利益方必須遵守佳士得的業務規定,包括全額支付拍賣 品的買方酬金及適用的稅費

目錄出版後通知

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

其他安排

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

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

目錄編列方法之說明

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

於本目錄「有保留的標題」下編列方法的詞語及其定義為 對拍賣品創作者、時期、統治時期或朝代有所保留的陳述。 該詞語之使用,乃依據審慎研究所得之佳士得專家之意見。 佳士得及賣方對該詞語及其所陳述的本目錄拍賣品之創作

者或拍賣品於某時期、統治時期或朝代內創作的真贗,並 不承擔任何風險、法律責任和義務。而真品保證條款,亦 不適用於以該詞語所描述的拍賣品。

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

繪畫、素描、版畫、小型畫、雕塑、裝置 錄像、書法及手繪瓷器

有保留的煙題

佳士得認是屬於該藝術家之作品

「傳」、「認為是 ... 之作品」指以佳士得有保留之意見認 為,某作品大概 全部或部份是藝術家之創作。

「 ... 之創作室」及「... 之工作室」 指以佳士得有保留之意 見認為,某作品在某 藝術家之創作室或工作室完成,可能 在他監 督下完成。

「... 時期」 指以佳士得有保留之意見認為,某作品屬於該 藝術家時期 之創作,並且反映出該藝術家之影響。

「 跟隨 ... 風格」 指以佳士得有保留之意見認為,某作品具 有 某藝術家之風格,但未必是該藝術家門生之 作品。

「 具有 ... 創作手法 」 指以佳士得有保留之意見認為,某作 品具有 某藝術家之風格,但於較後時期完成。

「 ... 複製品」 指以佳士得有保留之意見認為,某作品是某 藝術家作品之複製品(任何日期)。

「 簽名 ...」、「日期 ...」、「題寫 ...」指以佳士得有保留 之意見認為,某作品由某藝術家簽名/寫上日期/題詞。

「附有…簽名」、「附有…之日期」、「附有…之題詞」、 「款」指以佳士得有保留之意見認為某簽名/某日期/題 詞應不 是某藝術家所為。

古代、近現代印刷品之日期是指製造模具之日期 [或大概 日期〕而不一定是作品印刷或出版之日。

中國古籍及拓本之日期是指作品印刷或出版之時期 [或大 概時期〕。

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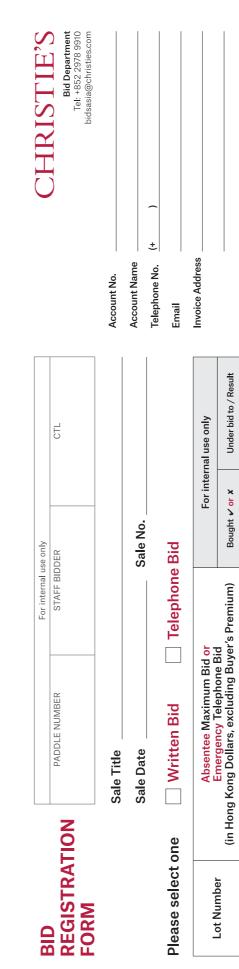
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Lot Number

Complete for telephone bids only Contact Name	Tel No. (+) Same as above	Alternative Tel No. (+)	Language	shippi	Delivery address Unvoice address Alternative address (complete below)	Address	The account name and address above will appear on the invoice for lots	purchased with your assigned paddle number. Please check that the details are correct, as the details cannot be changed after the sale. I have read the "Conditions of Sale • Buving at Christie's" and "moortant	Notices and Explanation of Cataloguing Practice" printed in the sale catalogue, as well as the "No Third Party Payment Notice" and agree to be bound by them. I understand that if my bid is successful the amount payable will	be the sum of the hammer price and the buyer's premium (together with any taxes chargeable on the hammer price and buyer's premium in accordance with the Conditions of Sale - Buving at Christie's). Christie's ONLY accepts payment from	the account holder named on the invoice. I have read the personal information section of the conditions of sale printed in the sale catalogue and agree to be bound by its terms.	Signature	Date	

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		auction at his or her own discretion.	or contact Bids Department.
		HK\$320,000, HK\$350,000, HK\$380,000) HK\$500,000 to HK\$1,000,000 by HK\$50,000s Above HK\$1,000,000 at auctioneer's discretion	The bidding form must be received at least 24 hours before the auction begins. We will accept bids by telephone for lots only if our staff are available to take the bids. Christie's will confirm all bids received by e-mail by return e-mail. If you have not received confirmation within one business day, please resubmit your bid(s)
	these services."	HK\$5,000 to HK\$10,000 by HK\$500s HK\$10,000 to HK\$20,000 by HK\$1,000s HK\$20,000 to HK\$20,000 by HK\$2,000s HK\$30,000 to HK\$50,000 by HK\$2,000, 5,000, 8,000 (i.e.: HK\$32,000, HK\$35,000, HK\$38,000) HK\$50,000 to HK\$100,000 by HK\$20,000s HK\$100,000 to HK\$200,000 by HK\$20,000s HK\$200,000 to HK\$200,000 by HK\$20,000s HK\$200,000 to HK\$200,000 by HK\$20,000, 50,000, 80,000 (i.e.:	New clients, clients who have not made a purchase from any Christie's office within the last 12 months, and those wishing to spend more than on previous occasions will be asked to supply a bank reference and/or a recent bank statement and we may also require a deposit as we deem appropriate as a condition of allowing you to bid. If you are asked to provide a deposit, it may be made by calling at +852 2978 5371. Your bidder registration will not be considered complete until we receive payment of the deposit in full and cleared funds.
st. ervices provided by Christie's is of clients and that, while aasonably can be, Christie's will sion or breakdown in providing	 bid it received and accepted first. I understand that the bidding services provided by Christie's is free and is for the convenience of clients and that, while Christie's will be as careful as reasonably can be. Christie's will not be liable for any error, omission or breakdown in providing 	Written bids that do not conform to the increments set below may be lowered to the next bidding interval. HK\$1,000 to HK\$2,000 by HK\$100s HK\$2,000 to HK\$3,000 by HK\$200s HK\$3,000 to HK\$5,000 by HK\$200, 500, 800 (i.e.: HK\$4,200, HK\$4,500, HK\$4,800)	If you are registering to bid on behalf of someone who has not previously bid or consigned with Christie's, please attach identification documents for yourself as well as the party on whose behalf you are bidding, together with a signed letter of authorisation from that party.
ceive written bids on a lot for iction these are the highest bids lot to the bidder whose written	4. I understand that if Christie's receive written bids on a lot for identical amounts and at the auction these are the highest bids on the lot, Christie's will sell the lot to the bidder whose written	Bidding generally starts below the low estimate and increases in steps (bid increments) of up to 10 per cent. The auctioneer will decide where the bidding should start and the bid increments.	Other business structures such as trusts, offshore companies or partnerships: Please contact the Credit Department at + 852 2978 6870 for advice on the information you should supply.
2,500,000 up to and including HK\$ 30,000,000 and 13.5% of the amount above HK\$ 30,000,000. For wine there is a flat rate of 25.0% of the hammer price of each lot sold. I confirm I have read the personal information section of the Conditions of Sale printed in the sale catalogue and agree to be bound by its terms.	 2,500,000 up to and including HK\$ 30,000,000 and 13.5% of the amount above HK\$ 30,000,000. For wine there is a flat rate of 25.0% of the hammer price of each lot sold. I confirm I have read the personal information section of the Conditions of Sale printed in the sale catalogue and agree to b bound by its terms. 	If you are not successful in any bid and do not owe any Christie's group company any money, the deposit will be refunded to you by way of wire transfer or such other method as determined by Christie's. Please make sure that you provide your bank details in the High Value Lot Deposit Forms. BIDDING INCREMENTS	Corporate clients: Certificate of incorporation, proof of company address, photo ID copy of the authorized bidder, letter of authorization duly signed by the director or the legal representative and, where applicable, chopped with company stamp and official document listing directors and shareholders.
buyer's premium in cases cura geoure on the manufer processor buyer's premium in accordance with the Conditions of Sale • Buying at Christie's). The buyer's premium rate shall be an amount equal to 25% of the hammer price of each lot up to and including HK\$ 2,500,000, 20% on any amount over HK\$	byer's premium in accordance with the Conditions of Sale and buyer's premium in accordance with the Conditions of Sale and Buying at Christie's). The buyer's premium rate shall be an amount equal to 25% of the hammer price of each lot up to ar including HK\$ 2,500,000, 20% on any amount over HK\$	email to bidsasia@christies.com. I understand that if I have not completed the High Value Lot pre-registration before sale I will not be permitted to bid for High Value Lots.	Individuals: Government-issued photo identification (such as a photo driving license, national identity card, or passport) and, if not shown on the ID document, proof of current address, for example a utility bill or bank statement.
iccessful the amount payable price and the buyer's premium	 bid I have indicated for each lot. I understand that if my bid is successful the amount payable will be the sum of the hammer price and the buyer's premium from the hammer price and the bammer price and for the hammer pr	The auctioneer will usually only accept bids for High Value Lots if a deposit has been arranged prior to the day of sale and the High Value Lot pre-registration application has been completed. High Value Lot Deposit Forms should be sent to the Bids Department by	If you have not previously bid or consigned with Christie's, please attach copies of the following documents.
al obligations of any kind on its n my behalf up to the maximum	 I request Christie's, without legal obligations of any kind on its part, to bid on the stated lots on my behalf up to the maximum 	HVL registration procedure and requirements from time to time without notice.	Please note that Christie's does not accept payment from third parties, including agents, and that invoice details cannot be changed after the sale.
nately 50% of the low estimate ss than 50% of the low estimate.	higher bid, be executed at approximately 50% of the low estimate or at the amount of the bid if it is less than 50% of the low estimate.	estimates of the HVLs you intend to bid on; or (iii) such other amount as we may determine from time to time. The HVL registration procedure applies even if you have already registered to bid in order of the the Warson the right to become	REGISTRATION REQUIREMENTS, HIGH VALUE PADDLE & DEPOSIT
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在十個		佳士得專用	CHDICTIF'S 体上復
诓土侍 競投表格	競投牌號	職員 CTL	+ ~
	拍賣項目		客戶編號
	拍賣日期	拍賣編號	客戶姓名

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The auctioneer will take reasonable steps to carry out written bids at the lowest possible price, taking into account the reserve. Written bids submitted on "no reserve" lots will, in the absence of a

22nd Floor, Ale

To apply for a high value lot ("HVL") paddle, you will need to pay a HVL deposit, which we will calculate for you. Generally it will be the higher of: (i) HK\$ 1,600,000 or (ii) 20% of the aggregate low

CHRISTIE'S Hong Kong Limited , 18 Chater Road, Central, Hong Kong

只供電話競投填寫	聯絡姓名	具他聯絡電話 (†) 拍曹語言	請提供付運報價	はほども () 熊星地址 (請於下方填寫)	地址	也 一个道过单让今回何大叫大百万多约之故为何的最优就不见。 人名埃尔科 A.H.	音戸右柵及地山世別に比肉有虚べ気的人能投降無能的服業上;19.就資料成分 賣會完結後將不能更少,請確定し、資料産業無誤。 ★ 11.94m目時かり日名ホーン世分活的	◆へし朝岡城に自然にうきまったが、また国本人のは第2011年には、 ない、 第三方付款通告、 な同意遵令所有規定。本人知悉知識我忠力)本人應付了課 買款頃為成交價因買う難金(以及所有基於成交價和買力離金而產生的熱費)	及符合業務規定,買方須知。佳士得只可接受發票上所列明的客戶之付款。本人已細悶載於目錄內業務規定之個人信息條款,並同意遵守該規定。	效器	

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調査

電郵地址 賬單地址

出價至/成交價

成功っぷく

書面最高競投價 <mark>或 緊急電</mark>話競投價 (港幣,酬金不計在內)

拍賣品編號

□電話競投

□書面競投

請選擇以下一項

佳士得專用

Bids Re

記定: 高額競技(牌及保認金) 如需申請高額出品競投感碼牌, 閣下無激付適用於高額出品 200 市経委包括代理人在內之第三方付款;付款資料於出 約 約 約 200 市経委包括代理人在內之第三方付款;付款資料於出 約 約 約 200		5,000-10,000 港元 500 港元 10,000-20,000 港元 1,000 港元 20,000-30,000 港元 2,000 港元	競投拍賣品
 記定,高額競び陳又保證金 加澤申請感翻出品競送藥碼牌,關下需邀付適用於高額拍品 加澤中為局部通知、(i) 港幣1,600,000元;或(ii) 閣下 超幾約不能更次。 中族為(i) 港幣1,600,000元;或(ii) 閣下 超幾後約不能更次。 中族為(i) 港幣1,600,000元;或(iii) 閣下 超幾後約不能更次。 中族為(i) 港幣1,600,000元;或(iii) 閣下 超幾後約不能更次。 中族是公司上的書類、(i) 原有相片的第 四月時一社過書的。 前時一時一般優接受已於出賣日前繳付保證金位已完結實 品記先登記人士之高額拍面算品就投高額拍品設品就能高額拍品意額拍品是認足履序進行 二、司目時一時一般。 二、司目時一時一般。 二、司目時一般。 二、司目時一般。 二、司目前一般。 二、司前一般。 二、司目前一般。 二、司目前一般。 二、司前二個一般。 二、司目前一般。 二、公司並用證書、公司此比證明、法提公司還面。 二、公司並用證書、公司此比證明、法提公司書事或法人並公司」 二、公司並用證書、公司此所有重事項 二、公司並用證書、公司此所有重書。 二、公司並用證書、 二、公司」 二、公司」 二、公司」 二、個月內未有在住土得投得出賣品、人主設沒 二、個月內未有在生得投得出賣品、人主認定 二、一」 二、一」 二、一」 二、一」 二、一」 二、一」 二、一」 二、一」 二、一」 二、 二、			。我們只會
 記定:>高額競技牌及保證金 如需申請高額拍品競投號碼牌:閣下需繳付適用於高額拍品 的保證金	及符合業務規定·買方須知)。買方酬金費率按 品成交價首港幣2,500,000元之25%,加 2,500,000元以上至30,000,000元部份之20	0,800 \$元)	過去十二個月內未有在佳士得投得拍賣品,及 額高於過往之客戶,須提供銀行信用證明及/ 月結單,亦或須繳付本公司指定的有關保證金 競投的先決條件。如閣下被要求提供保證金, 352 2978 5371 安排付款。閣下的競投申請會 證金的全額付款後方可作實。
泉定 > 高額競投牌及保證金 小接受包括代理人在內之第三方付款;付款資料於拍 結後將不能更改 。 本曾於佳士得競投或託售拍賣品 ,請附上以下文件之 未曾於佳士得競投或託售拍賣品 ,請附上以下文件之	拍賣官將在參考底價後, 合理地履行書面競投務求 最低價行使書面標。如果您以書面競投一件"沒有, 拍賣品,而且沒有其他更高叫價,我們會為您以低; 50%進行競投;或如果您的投標價低於低端估價的: 以您的投標價進行競投。 聲明 1. 茲請求佳士得在無須負上任何法律責任下就上列 本人名義進行競投,直至本表格所列的最高價格 2. 本人知悉如競投成功,本人應付之購買款項為成 方酬金(以及所有基於成交價和買方酬金而產生	前幾付保證金址已完 品競投。請將已填竣 成高額拍賣預先登記 引。對佳士得或佳士得 , 通常每次帳借上得 , 通常每次帳價之鍵 , 描賣官會自行決定 楷與下列之遞增幅圓	政府發出附有相片的身份證明文件(如附有相,、國民身份證或護照),及(如身份證明文件, 上)現時住址證明,如公用事業帳單或銀行月結 「二公司註冊證書、公司地址證明、被授權競調的身份證明文件,由公司董事或法人按公司規 的身份證明文件,由公司董事或法人按公司規 有)蓋有公司章的競技授權書,以及列出所有 公司文件。 公司文件。 發結構,如信託機構、離岸公司或合夥公司: 驚結構,如信託機構、離岸公司或合夥公司: 驚話機,如信託機構、離岸公司或合夥公司: 驚話機,如信託機構、離岸公司或合夥公司: 發記代表未曾於佳士得競投或託售拍賣品人士 覺下本人的身份證明文件,以及閣下所代表競 證明文件,連同該人士簽發的授權書。
	200,000-300,000 港元 20,000 港元 300,000-500,000 港元 20,000, 50,000, 80,000 (例320,000, 350,000, 380,000港元) 500,000-1,000,000 港元 50,000 港元 1,000,000 港元或以上 拍賣官自行決定 在拍賣時拍賣官可酌情更改每次增加之額度。	如需申請高額拍品競投號碼牌, 閣下需繳付適用於高額拍品的保證金, 一般為(i)港幣1,600,000元;或(ii)閣下 擬競投的全部拍賣品低估價總值之20%; 或(iii)其他我們 不時設定的金額(以較高者為準)。 即使閣下已於佳士得其 他拍賣登記,閣下仍需為高額拍品按高額拍品登記程序及要求的權利 晉記。佳士得保留不時更改高額拍品登記程序及要求的權利 而不作另行通知。	済投牌及保 二、在内之第三 。 。 。 。 。

Registration Form (Updated on April 2020)

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24/02/2021