

CHRISTIE'S 佳士得



**20<sup>TH</sup> / 21<sup>ST</sup> CENTURY ART**  
**二十及二十一世紀藝術**

Hong Kong 28-29 May 2023 香港 2023年5月28-29日



THIS PAGE: (Detail) Lot 70, Zao Wou-Ki, *10.2.77.*, Painted in 1977. © 2023 Artists Rights Society (ARS), New York / ProLitteris, Zurich.  
OPPOSITE PAGE: (Detail) Lot 82, Jean-Michel Basquiat, *Black*, Executed in 1986. © Estate of Jean-Michel Basquiat. Licensed by Artstar, New York.





20  
2120<sup>TH</sup>/21<sup>ST</sup>  
CENTURY ART  
二十及二十一世紀藝術**IMPORTANT NOTES 重要說明**

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所有二十及二十一世紀藝術晚間拍賣之拍賣品均為高價拍賣品。如閣下有意競投，閣下需按高價拍賣品登記程序進行登記並領取高價拍賣品競投號碼牌。 [150]

Please note that descriptions of Lots in this gallery guide do not include references to conditions. Condition reports are available on request; please refer to the Important Notices at the back of the catalogue for further information. 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》。

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**FRONT COVER:**

Lot 81, Jeff Koons, *Sacred Heart (Magenta/Gold)*, Executed in 1994-2007. © Jeff Koons. Photo © Ela Bialkowska. Courtesy Palazzo Strozzi.

**OPPOSITE PAGE:**

(Detail) Lot 54, Rene Magritte, *Le promeneur des amants*, Painted in 1929-1930. © 2023 C. Herscovici / Artists Rights Society (ARS), New York.

**BACK COVER:**

Lot 93, Yayoi Kusama, *Flowers*, Painted in the 2015.  
© YAYOI KUSAMA.

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**AUCTIONS · 拍賣****POST MILLENNIUM EVENING SALE****千禧後晚間拍賣**

Sunday 28 May 2023 · 2023年5月28日 (星期日)

6.00pm (Sale 22718, Lots 1-32) · 晚上6.00 (拍賣編號 22718, 拍賣品編號 1-32)

**20<sup>TH</sup> / 21<sup>ST</sup> CENTURY ART EVENING SALE****二十及二十一世紀藝術 晚間拍賣**

Sunday 28 May 2023 · 2023年5月28日 (星期日)

7.00pm (Sale 21389, Lots 51-109) · 晚上7.00 (拍賣編號 21389, 拍賣品編號 51-109)

**20<sup>TH</sup> CENTURY ART DAY SALE****二十世紀藝術 日間拍賣**

Monday 29 May 2023 · 2023年5月29日 (星期一)

1.00pm (Sale 21394, Lots 201-295) · 下午1.00 (拍賣編號 21394, 拍賣品編號 201-295)

**21<sup>ST</sup> CENTURY ART DAY SALE****二十一世紀藝術 日間拍賣**

Monday 29 May 2023 · 2023年5月29日 (星期一)

5.00pm (Sale 21390, Lots 301-404) · 下午5.00 (拍賣編號 21390, 拍賣品編號 301-404)

Location: Hall 3D-3G, Hong Kong Convention and Exhibition Centre,  
No.1 Harbour Road, Wanchai, Hong Kong

地點：香港灣仔港灣道1號香港會議展覽中心展覽廳3D-3G

**VIEWING · 預展****Hong Kong, Hong Kong Convention And Exhibition Centre****香港, 香港會議展覽中心**

Thursday – Sunday, 25-28 May · 5月25日至28日 (星期四至日)

10.30am – 6.30pm

**ENQUIRIES · 查詢**

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POST-MILLENNIUM  
EVENING SALE  
千禧後 晚間拍賣

# 1 **ATSUSHI KAGA** **加賀溫**

(B. 1978)

## ***A Breakfast in January***

signed, dated and titled 'A breakfast in January Atsushi 2020' (on the reverse)  
acrylic on canvas  
150 x 120 cm. (59 x 47 ¼ in.)  
Painted in 2020

**HK\$300,000-500,000**  
**US\$39,000-64,000**

### **PROVENANCE**

Mother's Tankstation, Dublin  
Acquired from the above by the present owner

### **EXHIBITED**

Dublin, Mother's Tankstation, Atsushi Kaga: Melancholy with vegetables surrounded by miracles, 17 September - 28 November 2020.

## **一月的早餐**

壓克力 畫布  
2020年作  
款識：A breakfast in January Atsushi 2020 (畫背)

### **來源**

都柏林 Mother's Tankstation 畫廊  
現藏者購自上述畫廊

### **展覽**

2020年9月17日-11月28日 「加賀溫：蔬菜與被奇蹟包圍的憂鬱」都柏林 Mother's Tankstation 畫廊





# 2 DOMINIQUE FUNG

## 多米尼克·馮

(B. 1987)

### *Jokes / Compliments*

signed with artist's signature; signed, dated and inscribed  
'DOMINIQUE FUNG BROOKLYN 2019' (on the reverse)  
oil on canvas  
152.5 x 183 cm. (60 x 72 in.)  
Painted in 2019

**HK\$600,000-1,200,000**  
*US\$77,000-150,000*

### **PROVENANCE**

Nicodim Gallery, Los Angeles  
Private collection  
Acquired from the above by the present owner

### 笑話 / 讚美

油彩畫布  
2019年作  
款識: 藝術家簽名 DOMINIQUE FUNG  
BROOKLYN 2019 (畫背)

### 來源

洛杉磯 Nicodim畫廊  
私人收藏  
現藏者購自上述來源



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# ANNA PARK

## 安娜·帕克

(B. 1996)

### *Cake Walk*

signed, dated and inscribed "“INTERLUDE” 2021 ANNA PARK' (on the reverse)

charcoal on paper on panel (diptych)

each: 203.5 x 127 cm (80 x 50 in.) (2)

overall: 203.5 x 254 cm. (80 x 100 in.)

Painted in 2021

**HK\$800,000-1,200,000**

*US\$110,000-150,000*

### **PROVENANCE**

Half Gallery, New York

Private collection

### **EXHIBITED**

New York, Half Gallery, Anna Park: Pluck Me Tender,

April – May 2021.

### **蛋糕漫步**

炭筆 紙本 裱於木板 (雙聯作)

2021年作

款識: “INTERLUDE” 2021 ANNA PARK (畫背)

### **來源**

紐約 Half 畫廊

私人收藏

### **展覽**

2021年4月-5月「安娜·帕克: 採摘我的溫柔」紐約 Half 畫廊





◊ 4

# LUCY BULL

## 露西·布林

(B. 1990)

### *Thin Skin*

signed with artist's initials, titled and dated 'LB 19 Thin Skin' (on the reverse)

oil on linen

178 x 127.5 cm. (70 x 50 in.)

Painted in 2019

**HK\$7,000,000-12,000,000**

**US\$900,000-1,500,000**

#### **PROVENANCE**

High Art, Paris

Private collection, Europe

Private collection, Asia

Acquired from the above by the present owner

#### **EXHIBITED**

Paris, High Art, Lucy Bull: First Meetings, 6 September – 10 October 2019.

### Thin Skin

油彩 麻布

2019 年作

款識：LB 19 Thin Skin (畫背)

#### **來源**

巴黎 High Art

歐洲私人收藏

亞洲私人收藏

現藏者購自上述來源

#### **展覽**

2019年9月6日-10月10日 「露西·布林：初次邂逅」

巴黎 High Art



5

# AVERY SINGER

## 艾佛莉·辛雅

(B. 1987)

### *Untitled*

acrylic on canvas  
203.2 x 228.6 cm. (80 x 90 in.)  
Painted in 2016

**HK\$15,000,000-20,000,000**  
*US\$2,000,000-2,600,000*

### **PROVENANCE**

Gavin Brown's Enterprise, New York  
Private collection  
Acquired directly from the above by the present owner

### **EXHIBITED**

Cologne, Museum Ludwig, We Call it Ludwig. The Museum is Turning 40!, 27 August 2016 – 8 January 2017.

### 無題

壓克力畫布  
2016年作

### 來源

紐約 Gavin Brown's Enterprise  
私人收藏  
現藏者直接購自上述來源

### 展覽

2016年8月27日–2017年1月8日「我們叫他路德維希：博物館四十週年紀念展」科隆 路德維希博物館





# 6 JADÉ FADOJUTIMI

## 賈黛·法多朱蒂米

(B. 1993)

### *Let's Curl Up Inside My Collar*

signed with artist's signature, signed again and dated 'Jadé Fadojutimi May '18' (on the reverse)  
oil on canvas  
202 x 181 cm. (79 ½ x 71 ¼ in.)  
Painted in 2018

**HK\$4,000,000-6,000,000**  
**US\$520,000-770,000**

#### **PROVENANCE**

Galerie Gisela Capitain, Cologne  
Private collection  
Acquired from the above by the present owner

讓我們蜷縮在我的衣領裡

油彩 畫布  
2018年作  
款識: 藝術家簽名 Jadé Fadojutimi May '18 (畫背)

#### **來源**

科隆 Gisela Capitain 畫廊  
私人收藏  
現藏者購自上述來源



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# MICHAELA YEARWOOD-DAN

## 米凱拉·伊爾伍德一丹

(B. 1994)

### *Tell 'em 1 time*

titled 'Tell em one time' (on the overlap); signed, titled again and dated "'Tell 'em 1 time" 2021 Michaela Yearwood-Dan' (on the reverse)

acrylic, oil, ink and glitter on canvas

200 x 149.9 cm. (78¾ x 59 in.)

Executed in 2021

**HK\$680,000-980,000**

**US\$88,000-130,000**

### **PROVENANCE**

Tiwani Contemporary, London

Private collection, Los Angeles

Acquired from the above by the present owner

### 告訴它們一次

壓克力 油彩 水墨 閃粉 畫布

2021年作

款識：'Tell em one time' (背面); "'Tell 'em 1 time" 2021

Michaela Yearwood-Dan' (畫背)

### 來源

倫敦 Tiwani Contemporary 畫廊

洛杉磯 私人收藏

現藏者直接購自上述來源



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# HUANG YUXING

## 黃宇興

(B. 1975)

### *The Secret Realm of Jiuzhai Valley*

signed with artist's signature and dated '18' (on the reverse)  
acrylic on canvas  
135 x 180.5 cm. (53 1/2 x 71 in.)  
Painted in 2018

**HK\$1,500,000-3,000,000**  
**US\$200,000-380,000**

#### **PROVENANCE**

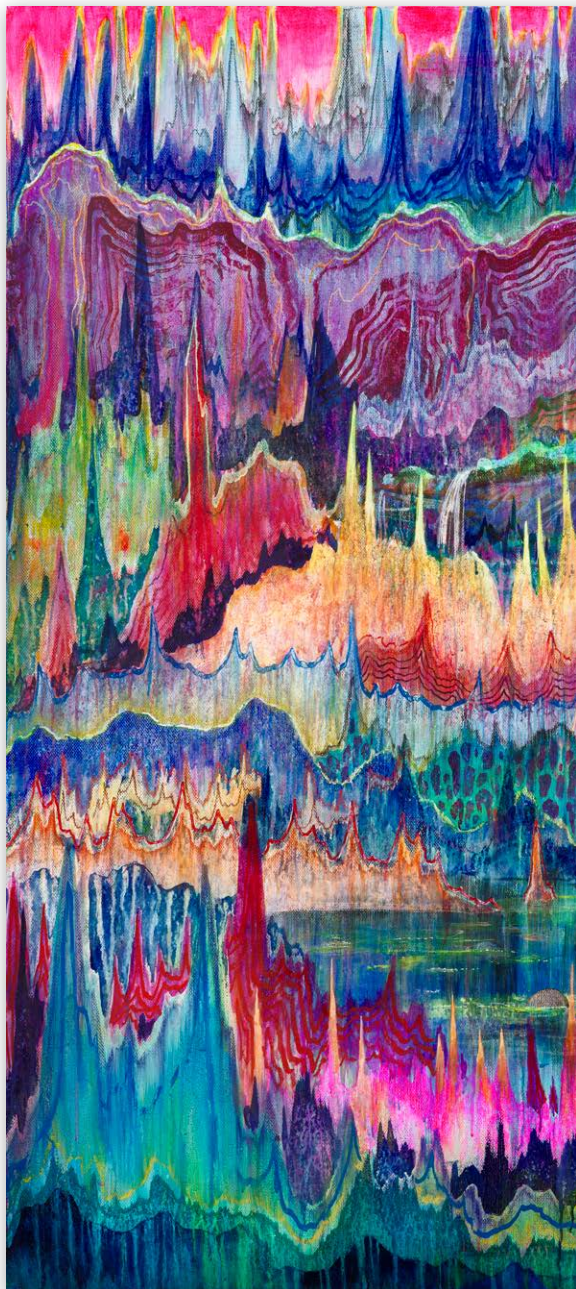
Private collection, Asia (acquired directly from the artist's studio)  
Acquired from the above by the present owner

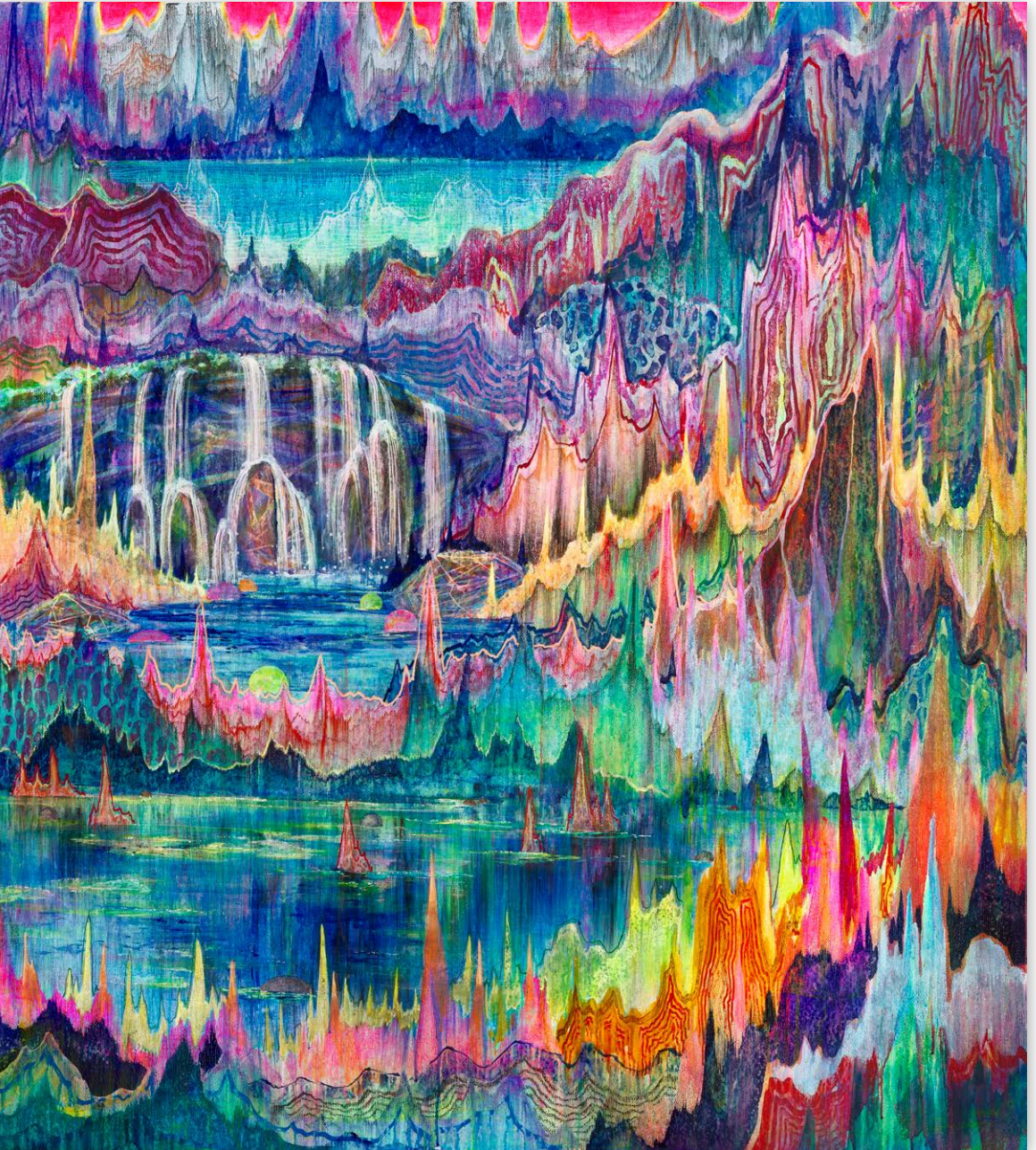
#### **九寨秘境**

壓克力畫布  
2018年作  
款識: 藝術家簽名 18 (畫背)

#### **來源**

亞洲私人收藏 (直接購自藝術家工作室)  
現藏者購自上述收藏





9 **LIANG YUANWEI**  
**梁遠葦**

(B. 1977)

***Styx River***

signed, titled and dated 'Styx River L.Y. W. 2009' (on the reverse)

oil on canvas

250 x 299.7 cm. (98 ½ x 118 in.)

Painted in 2009

**HK\$10,000,000-15,000,000**

**US\$1,300,000-1,900,000**

**PROVENANCE**

Beijing Commune, Beijing

Private collection

Acquired from the above by the present owner

**斯提克斯河**

油彩畫布

2009年作

款識：Styx River L.Y. W. 2009 (畫背)

**來源**

北京 北京公社

私人收藏

現藏者購自上述來源





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# JAVIER CALLEJA

## 哈維爾·卡勒加

(B. 1971)

### *I DON'T CARE*

signed with artist's signature and titled 'I DON'T CARE'  
(on the overlap)  
acrylic on canvas  
195 x 162 cm. (76 7/8 x 63 3/8 in.)  
Painted in 2020

**HK\$4,000,000-6,000,000**  
**US\$520,000-770,000**

#### **PROVENANCE**

Bill Brady Gallery, Miami  
Acquired from the above by the present owner

#### **EXHIBITED**

Miami, Bill Brady Gallery, Sooner or Later, October 2020.

### 我不在乎

壓克力 畫布  
2020年作  
款識: 藝術家簽名 I DON' T CARE (畫布側面)

#### **來源**

邁阿密 Bill Brady畫廊  
現藏者購自上述畫廊

#### **展覽**

2020年10月「遲早」 邁阿密 Bill Brady畫廊



11 **VOJTĚCH KOVAŘÍK**

**沃伊泰克·科瓦里克**

(B. 1993)

**Romeo**

signed and dated 'TK 2019' (on the reverse)  
acrylic on canvas  
200 x 200 cm. (78 ¾ x 78 ¾ in.)  
Painted in 2019

**HK\$300,000-500,000**  
*US\$39,000-64,000*

**PROVENANCE**

Public Gallery, London  
Private collection  
Acquired from the above by the present owner

**EXHIBITED**

London, Public Gallery, Vojtěch Kovařík: Lovers and Fighters,  
June - July 2019.

**羅密歐**

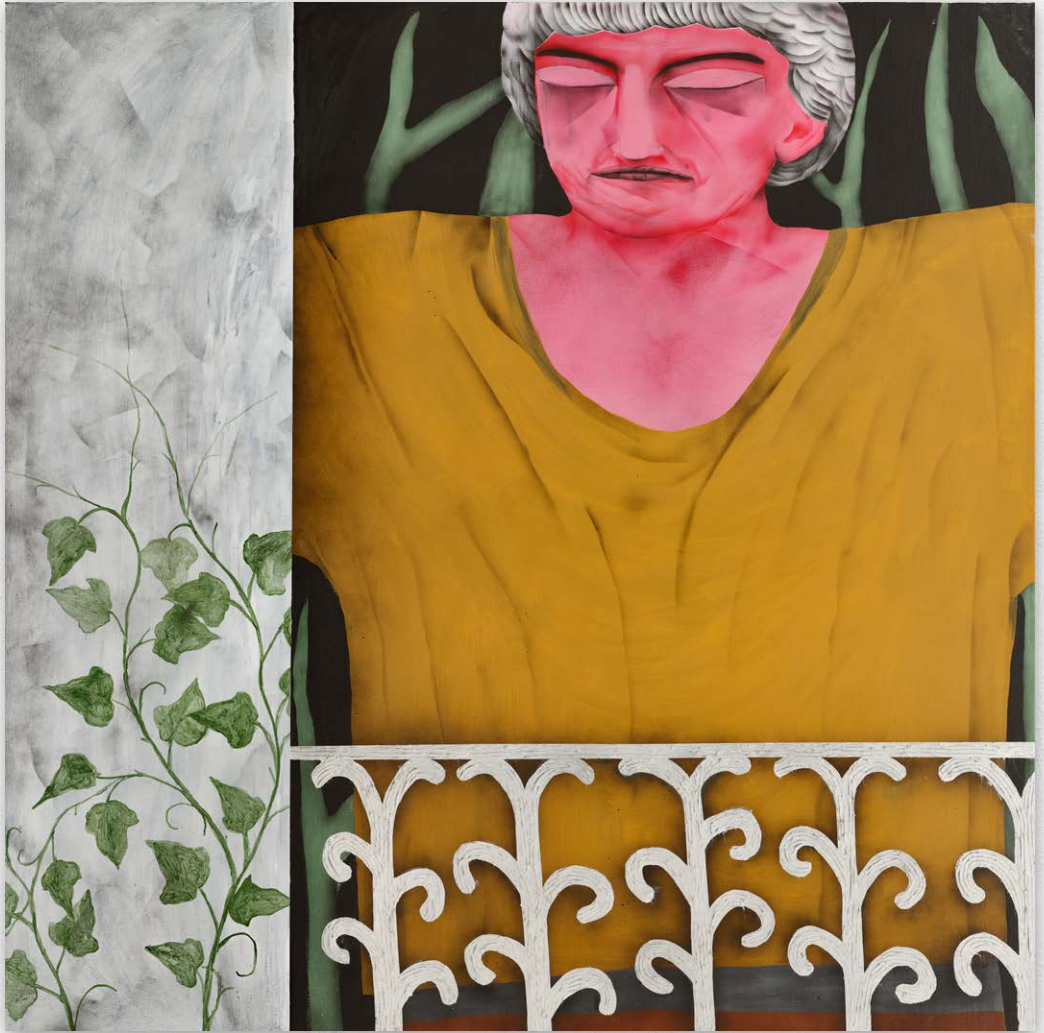
壓克力 畫布  
2019年作  
款識: TK 2019 (畫背)

**來源**

倫敦 Public畫廊  
私人收藏  
現藏者購自上述來源

**展覽**

2019年6月-7月「沃伊泰克·科瓦里克：戀人與鬥士」  
倫敦 Public畫廊



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# CAROLINE WALKER

## 卡羅琳·沃克

(B. 1982)

***Cutting Back, Late Afternoon, October***

signed with artist's signature, dated and titled 'CUTTING BACK, LATE AFTERNOON OCTOBER 2021' (on the reverse)

oil on linen

180.5 x 240 cm. (70 7/8 x 94 1/2 in.)

Painted in 2021

**HK\$600,000-800,000**

**US\$77,000-100,000**

**PROVENANCE**

Ingleby Gallery, Edinburgh

Private collection

Acquired from the above by the present owner

Cutting Back, Late Afternoon, October

油彩 麻布

2021年作

款識: 藝術家簽名 CUTTING BACK, LATE AFTERNOON OCTOBER 2021 (畫背)

**來源**

愛丁堡 Ingleby畫廊

私人收藏

現藏者購自上述來源



13

# MARÍA BERRÍO

## 瑪莉亞·貝利奧

(B. 1982)

### *Home (Boat)*

watercolour and Japanese paper collages on canvas  
183 x 152 cm. (72 x 60 in.)  
Executed in 2013

**HK\$8,500,000-12,000,000**  
*US\$1,100,000-1,500,000*

#### **PROVENANCE**

Praxis Gallery, New York  
Private collection, South America  
Acquired from the above by the present owner

#### **EXHIBITED**

New York, Praxis Gallery, Maria Berrio: Dream Gardens,  
September - October 2013.

### 家 (船)

水彩 和紙拼貼 畫布  
2013年作

#### **來源**

紐約 Praxis畫廊  
南美洲私人收藏  
現藏者購自上述來源

#### **展覽**

2013年9月-10月「瑪莉亞·貝利奧：夢之花園」紐約  
Praxis畫廊





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# LOUISE BONNET

## 路易絲·邦納

(B. 1970)

### **Containment**

signed and dated 'LB 18' (on the reverse)  
oil on canvas  
182.9 x 152.4 cm. (72 x 60 in.)  
Painted in 2018

**HK\$5,000,000-8,000,000**  
*US\$650,000-1,000,000*

### **PROVENANCE**

Nino Mier Gallery  
Acquired from the above by the present owner

### **遏制**

油彩畫布  
2018年作  
款識: LB 18 (畫背)

### **來源**

Nino Mier畫廊  
現藏者購自上述畫廊



15

# SHARA HUGHES

## 莎拉·休斯

(B. 1981)

### *Seeing and Skipping*

signed, titled and dated 'SHARA HUGHES 2018 "  
Seeing and Skipping"' (on the reverse)  
oil and acrylic on canvas  
147.5 x 127 cm (58 1/8 x 50 in.)  
Painted in 2018

**HK\$3,000,000-5,000,000**  
*US\$390,000-640,000*

#### **PROVENANCE**

Galerie Eva Presenhuber, Zurich  
Acquired from the above by the present owner

#### **EXHIBITED**

Beijing, Sheng Zhi Space, Shara Hughes,  
22 March - 14 April 2019.

#### **LITERATURE**

Shara Hughes, DCV, Berlin, 2021 (illustrated, p. 145).

### Seeing and Skipping

油彩 壓克力 畫布  
2018年作  
款識：SHARA HUGHES 2018 "Seeing and Skipping"  
(畫背)

#### **來源**

蘇黎世 Eva Presenhuber畫廊  
現藏者購自上述畫廊

#### **展覽**

2019年3月22日-4月14日「莎拉·休斯」北京 聖之空間

#### **出版**

2021年《莎拉·休斯》柏林 DCV出版社 (圖版, 第145頁)



16

# OUYANG CHUN

## 歐陽春

(B. 1974)

### *King and Queen*

signed, titled in Chinese and dated '2006' (on the reverse)  
oil on canvas  
175 x 175 cm. (68 7/8 x 68 7/8 in.)  
Painted in 2006

**HK\$800,000-1,200,000**  
*US\$110,000-150,000*

#### PROVENANCE

Acquired directly from the artist by the present owner

#### EXHIBITED

Berlin, Me Collectors Room, Ouyang Chun: Painting The King, October 2010 - January 2011.  
Vienna, Upper Belvedere & Augarten Contemporary, Ouyang Chun: Painting The King, March - June 2011.

#### LITERATURE

M. Brehm, Ouyang Chun: Painting the King, Blue Kingfisher, Hong Kong, 2011 (illustrated, p. 61).

### 王與后

油彩畫布  
2006年作  
款識: 王与后 欧阳春 2006 (畫背)

#### 來源

現藏者直接購自藝術家

#### 展覽

2010年10月-2011年1月「歐陽春: 繪畫國王」柏林  
Me Collectors Room  
2011年3月-6月「歐陽春: 繪畫國王」維也納 貝爾維帝宮上宮與  
Augarten Contemporary

#### 出版

2011年《歐陽春: 繪畫國王》M. Brehm著 香港  
Blue Kingfisher出版社 (圖版·第61頁)



# CHEN FEI

## 陳飛

(B. 1983)

### *Romance of the Mute*

signed, titled and inscribed in Chinese; dated and inscribed  
'240 x 180 cm 2014.' (on the reverse)  
acrylic on linen  
180 x 240 cm. (70 4/5 x 94 1/2 in.)  
Painted in 2014

**HK\$1,200,000-2,000,000**  
**US\$160,000-260,000**

#### PROVENANCE

Galerie Urs Meile, Beijing  
Private collection, Asia  
Acquired from the above by the present owner

#### EXHIBITED

Beijing, Galerie Urs Meile, Chen Fei: The Day is Yet Long,  
March – April 2016.

#### LITERATURE

K. Smith, Chen Fei: The Day is Yet Long, exh. cat., Galerie  
Urs Meili, Beijing, 2016. (cover page; illustrated, p. 23-24)

### 啞巴的愛情

壓克力 麻布  
2014年作  
款識: 啞巴的愛情 240 X 180 cm 布面丙烯 陳飛. 2014. (畫背)

#### 來源

北京 麥勒畫廊  
亞洲私人收藏  
現藏者購自上述來源

#### 展覽

2016年3-4月 「陳飛: 來日方長」北京 麥勒畫廊

#### 出版:

2016年《陳飛: 來日方長》展覽圖錄 K. Smith著 北京 麥勒畫廊  
(封面;彩色圖版·第23-24頁)





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# JIA AILI

## 賈藹力

(B. 1979)

### *Untitled*

signed and dated 'JAL 2012' (lower right)  
oil on canvas  
337.5 x 289.5 cm. (132 ¼ x 114 in.)  
Painted in 2012

**HK\$5,000,000-8,000,000**  
**US\$650,000-1,000,000**

#### **PROVENANCE**

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

#### **EXHIBITED**

Beijing, Today Art Museum, Spin: The First Decade of the New Century, 1 - 28 September 2012.  
Venice, Teatrino di Palazzo Grassi, Jia Aili, 5 May 2015 - 31 July 2015.  
Málaga, Contemporary Art Centre of Málaga, Jia Aili, 17 March - 18 June 2017.

#### **LITERATURE**

F. Frances, J. F. Rueda (ed.), Jia Aili, exh. cat., Contemporary Art Centre of Málaga, 2017 (illustrated)

### 無題

油彩 畫布  
2012年作  
款識: JAL 2012 (右下)

#### **來源**

現藏者直接購自藝術家工作室

#### **展覽**

2012年9月1日-28日 「自旋: 新世紀的十年」北京今日美術館  
2015年5月5日-7月31日 「賈藹力」 威尼斯 格拉西宮當代藝術博物館  
2017年3月17日-6月18日 「賈藹力」馬拉加 馬拉加當代藝術中心

#### **出版**

2017年《賈藹力》展覽圖錄 F. Frances與J. F. Rueda編輯  
馬拉加 馬拉加當代藝術中心 (圖版)



19 **ANGEL OTERO**  
**安吉爾·奧特羅**

(B. 1981)

***Equilibrium***

signed, titled and dated 'Angel Otero 2015 "Equilibrium"'  
(on the reverse)  
oil and fabric collaged on canvas  
213.5 x 153.5 cm. (84 x 60 7/8 in.)  
Painted in 2015

**HK\$1,500,000-2,500,000**  
**US\$200,000-320,000**

**PROVENANCE**

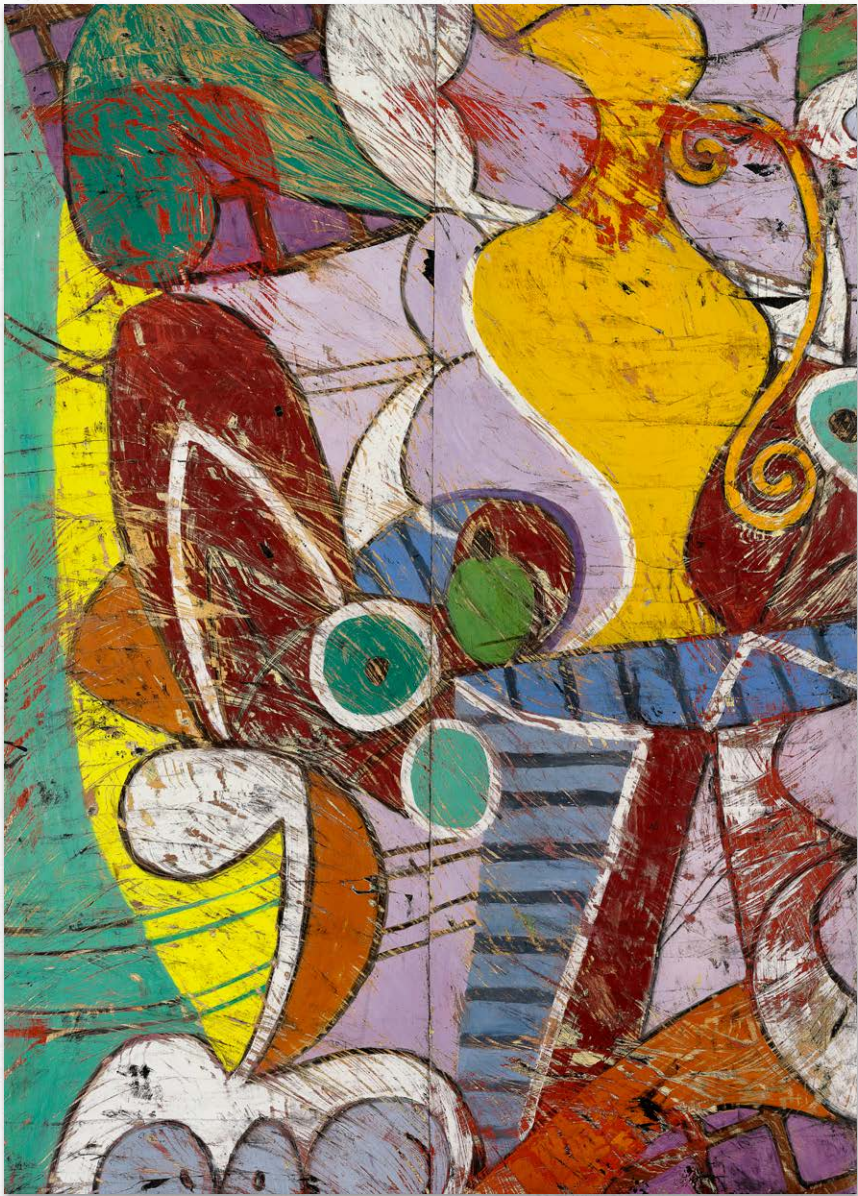
Lehmann Maupin, New York  
Acquired from the above by the present owner

**平衡**

油彩 布料拼貼 畫布  
2015年作  
款識: Angel Otero 2015 "Equilibrium" (畫背)

**來源**

紐約 立木畫廊  
現藏者購自上述畫廊



20

# NICOLAS PARTY

## 尼古拉斯·帕蒂

(B. 1980)

### **Still Life**

soft pastel on linen  
150 x 180 cm. (59 x 70 7/8 in.)  
Painted in 2015

**HK\$26,000,000-36,000,000**  
*US\$3,400,000-4,600,000*

### **PROVENANCE**

The Modern Institute, Glasgow  
Private Collection  
Acquired from the above by the present owner

### **EXHIBITED**

Edinburgh, Inverleith House, Boys and Pastel,  
May - June 2015.

### **靜物**

軟粉彩 麻布  
2015年作

### **來源**

格拉斯哥 The Modern Institute  
私人收藏  
現藏者購自上述來源

### **展覽**

2015年5月-6月「Boys and Pastel」  
愛丁堡 Inverleith House



21 **SCOTT KAHN**  
**斯科特·卡恩**

(B. 1946)

**Job**

signed and dated 'Scott Kahn '98' (lower right);  
signed, titled, dated and inscribed 'JOB KAHN ©1998'  
(on the overlap)  
oil on linen  
156.5 x 193 cm. (61 3/8 x 76 in.)  
Painted in 1998

**HK\$5,000,000-8,000,000**  
*US\$650,000-1,000,000*

**PROVENANCE**

Harper's Gallery, New York  
Acquired from the above by the present owner

**工作**

油彩 麻布  
1998年作  
款識: Scott Kahn '98 (右下); JOB KAHN ©1998 (畫布側面)

**來源**

紐約 Harper's 畫廊  
現藏者購自上述畫廊





# 22 LAUREN QUIN

## 羅倫·奎恩

(B. 1992)

### *Chew The Fat*

signed 'LQuin' (on the reverse)  
oil and litho ink on canvas  
142.2 x 238.7 cm. (56 x 94 1/8 in.)  
Painted in 2021

**HK\$600,000-900,000**  
**US\$77,000-120,000**

#### **PROVENANCE**

Blum & Poe, Los Angeles  
Private collection  
Acquired from the above by the present owner

#### **EXHIBITED**

Los Angeles, Blum & Poe, On Boxing,  
15 May - 26 June 2021.

### Chew The Fat

油彩 油墨 畫布  
2021年作  
款識：LQuin (畫背)

#### **來源**

洛杉磯 Blum & Poe畫廊  
私人收藏  
現藏者購自上述來源

#### **展覽**

2021年5月15日 - 6月26日「On Boxing」洛杉磯  
Blum & Poe畫廊





23

# ADAM PENDLETON

## 亞當·彭德爾頓

(B. 1984)

*Untitled (A Victim of American Democracy)*

無題 (美國民主的受害者)

silkscreen ink and spray paint on canvas  
271.8 cm x 149.9 cm. (107 x 59 in.)  
Painted in 2016

絲網印刷 油墨 噴漆 畫布  
2016年作

**HK\$800,000-1,200,000**

*US\$110,000-150,000*

**PROVENANCE**

Pace Gallery, London  
Acquired at the above by the present owner

**來源**

倫敦 佩斯畫廊  
現藏者購自上述畫廊



24

# GENIEVE FIGGIS

## 珍尼維·菲吉斯

(B. 1972)

### *Flirting Gentleman*

signed and dated 'genieve Figgis 2019' (on the reverse)  
acrylic on canvas  
160 x 200 cm. (63 x 78 ¾ in.)  
Painted in 2019

**HK\$1,200,000-1,800,000**  
*US\$160,000-230,000*

#### PROVENANCE

Almine Rech, Brussels  
Private collection  
Acquired from the above by the present owner

### 調情紳士

壓克力 畫布  
2019年作  
款識: genieve Figgis 2019 (畫背)

#### 來源

布魯塞爾 Almine Rech畫廊  
私人收藏  
現藏者購自上述來源



25

**CUI JIE**

**崔潔**

(B. 1983)

***Kunming Long-distance Telecom Hub Building***

signed in Chinese, signed and dated 'Cuijie 2017' (on the reverse)

acrylic on canvas  
180 x 130 cm. (70 7/8 x 51 3/16 in.)  
Painted in 2017

**HK\$300,000-500,000**

**US\$39,000-64,000**

**PROVENANCE**

Metro Pictures, New York

Acquired from the above by the present owner

**EXHIBITED**

New York, Metro Pictures, Shelter in Place, 2020.

**昆明長途電信樞紐大廈**

壓克力 畫布

2017年作

款識：崔潔 Cuijie 2017 (畫背)

**來源**

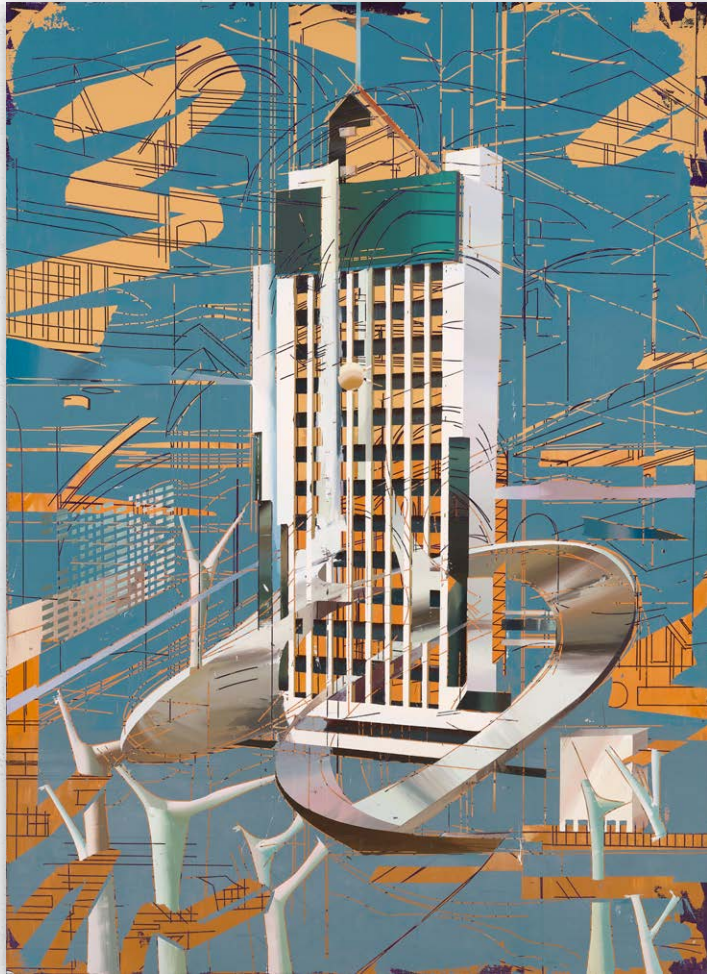
紐約 Metro Pictures 畫廊

現藏者購自上述畫廊

**展覽**

2020年「居家避疫」紐約 Metro Pictures 畫廊





26 **WANG GUANGLE**  
**王光樂**

(B. 1976)

**160116**

signed and inscribed in Chinese, titled and dated "160116"  
280 x 180 cm 2016' (on the reverse)  
acrylic on canvas  
280 x 180 cm. (110 ¼ x 70 ⅞ in.)  
Painted in 2016

**HK\$1,800,000-2,800,000**  
**US\$240,000-360,000**

**PROVENANCE**

Pace Gallery, London  
Private Collection  
Acquired from the above by the present owner

**EXHIBITED**

London, Pace Gallery, Wang Guangle, March – April 2016.

160116

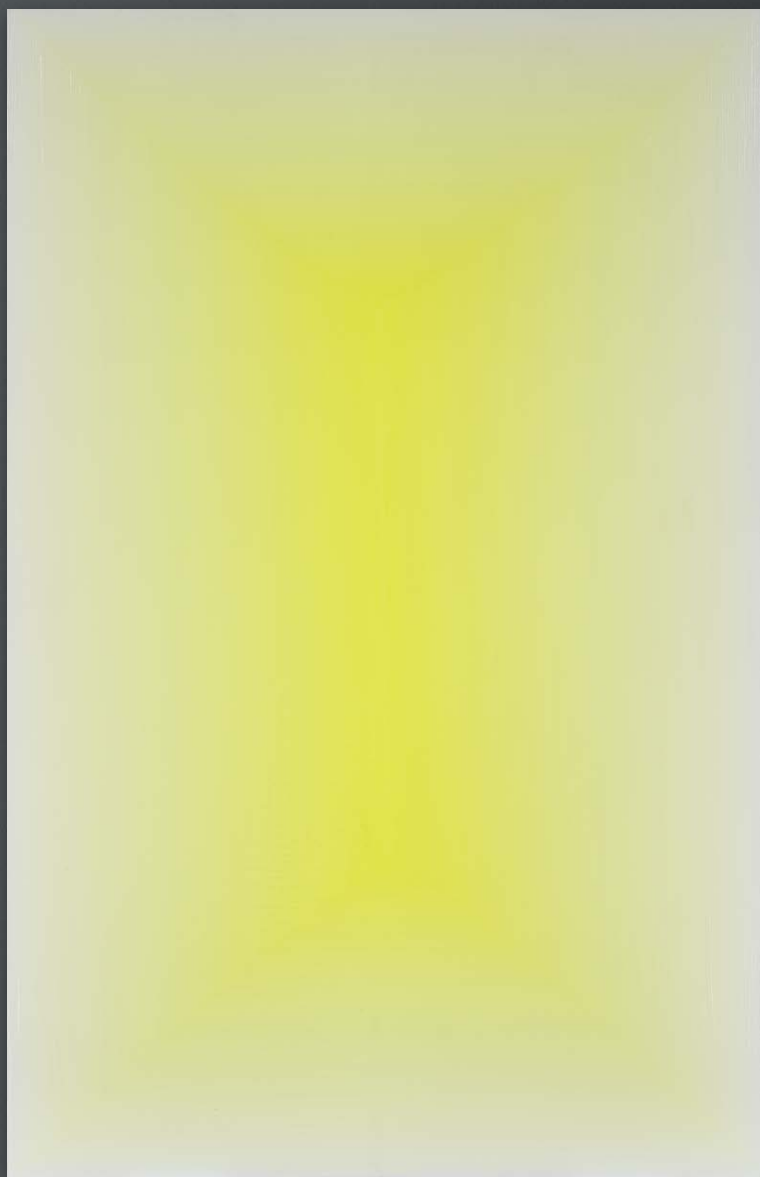
壓克力 畫布  
2016年作  
款識："160116" 布上丙烯 280 x 180 cm 王光乐 2016 (畫背)

**來源**

倫敦 佩斯畫廊  
私人收藏  
現藏者直接購自上述來源

**展覽**

2016年3月-4月「王光樂」倫敦 佩斯畫廊



27 **HU XIAOYUAN**  
**胡曉媛**

(B. 1977)

**Wood - Rift No. 11**

signed, titled and dated in Chinese (on the reverse)  
ink, paint, raw silk and iron nails on pine wood  
200 x 170 cm. (78 ¾ x 66 ⅞ in.)  
Executed in 2018

**HK\$400,000-800,000**  
*US\$52,000-100,000*

**PROVENANCE**

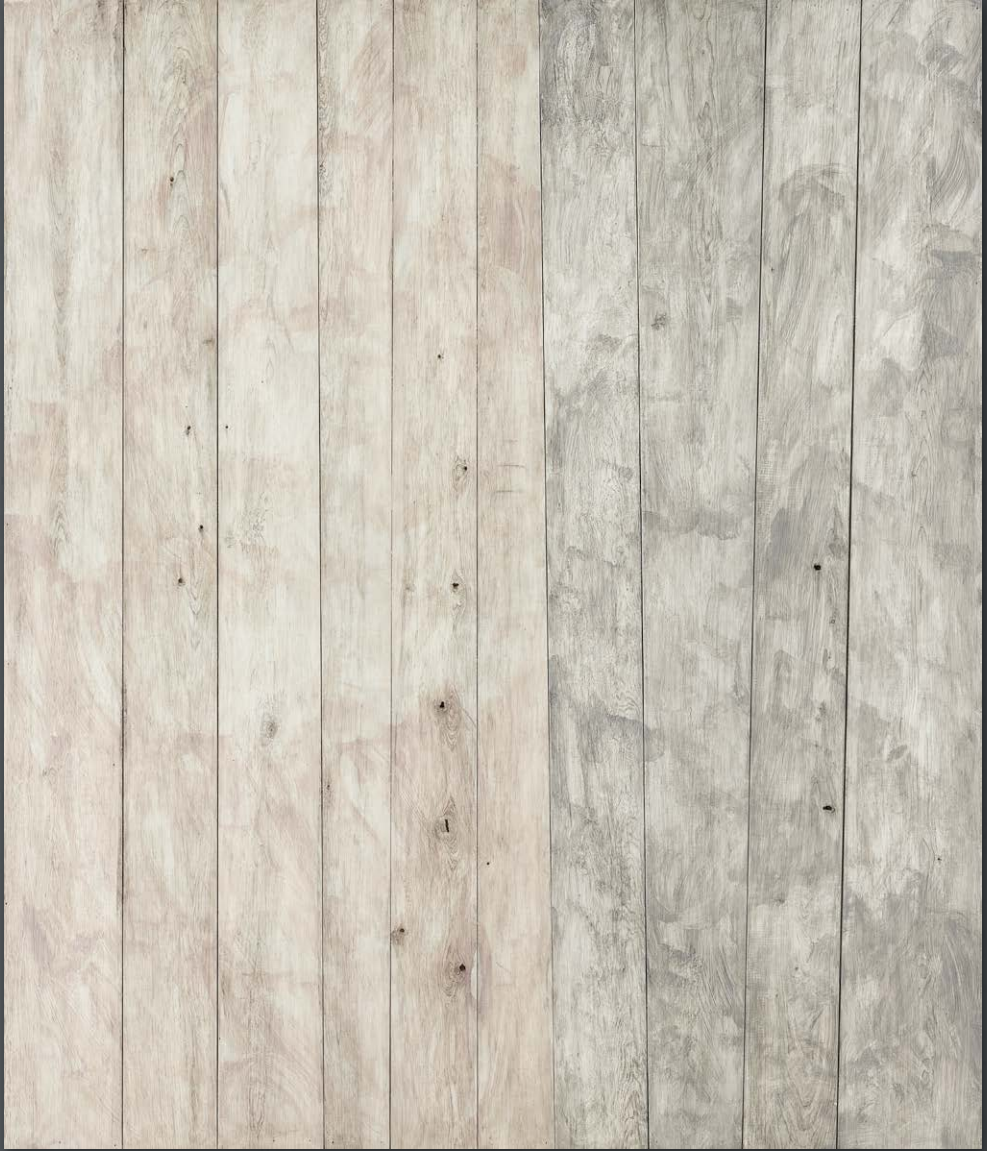
Pace Gallery, London  
Private Collection  
Acquired at the above by the present owner

**木罅 XI**

水墨漆綃鐵釘松木  
2018年作  
款識：木罅 XI 二零一八年 胡曉媛（畫背）

**來源**

倫敦 佩斯畫廊  
私人收藏  
現藏者直接購自上述來源



28 **XIA YU**  
**夏禹**

(B. 1981)

***Phoenix Tree***

signed and titled in Chinese, dated '2020' (on the reverse)  
tempera on wood  
200 x 160 cm. (78 ¾ x 63 in.)  
Painted in 2020

**HK\$200,000-600,000**  
*US\$26,000-77,000*

**PROVENANCE**

Hive Center for Contemporary Art, Beijing  
Acquired from the above by the present owner

**梧桐**

坦培拉 木板  
2020年作  
款識：梧桐 夏禹 2020 (畫背)

**來源**

北京 蜂巢當代藝術中心  
現藏者購自上述畫廊



29 **CHRIS HUEN SIN-KAN**  
**禩善勤**

(B. 1991)

***New Frontier***

oil on canvas  
200.3 x 240 cm. (78 1/8 x 94 1/2 in.)  
Painted in 2017

**HK\$500,000-800,000**  
**US\$65,000-100,000**

**PROVENANCE**

Pilar Corrias Gallery, London  
Acquired from the above by the present owner

**EXHIBITED**

London, Pilar Corrias Gallery, Chris Huen Sin Kan:  
Of Humdrum Moments, May - June 2017.

**新邊疆**

油彩畫布  
2017年作

**來源**

倫敦 Pilar Corrias畫廊  
現藏者購自上述畫廊

**展覽**

2017年5月-7月「禩善勤: 單調乏味的時刻」  
倫敦 Pilar Corrias畫廊





PROPERTY FROM A PRIVATE DUTCH COLLECTION  
荷蘭私人收藏

30

# AYAKO ROKKAKU

## 六角彩子

(B. 1982)

### *Untitled (ARP19-017)*

signed with artist's signature and dated '2019' and stamped with artist's signature (on the reverse)  
acrylic on canvas  
180 x 140 cm. (70 7/8 x 55 1/8 in.)  
Painted in 2019

**HK\$3,500,000-4,500,000**  
**US\$450,000-580,000**

#### **PROVENANCE**

Acquired directly from the artist by the present owner

#### **EXHIBITED**

Amstelveen, Museum Jan van der Tocht, Ayako Rokkaku,  
Fumble in colors, tiny discoveries, 8 June - 25 August 2019.

#### **LITERATURE**

Ayako Rokkaku, Fumble in colors, tiny discoveries, exh. cat.  
Amstelveen, 2019 (cover page, illustrated, p. 27).

### **無題 (ARP19-017)**

壓克力 畫布  
2019年作  
款識：藝術家簽名 2019 藝術家印章 (畫背)

#### **來源**

現藏者直接購自藝術家

#### **展覽**

2019年6月8日-8月25日「六角彩子 色彩探索 微小發現」  
阿姆斯特爾芬 Jan van der Tocht美術館

#### **出版:**

2019年《六角彩子 色彩探索 微小發現》展覽圖錄 阿姆斯特爾芬 Jan van der Tocht美術館 (封面·圖版·第27頁)



# 31 MR DOODLE

(B. 1994)

## *Doodle VIII*

signed 'MR DOODLE! 2019' (on the reverse)  
acrylic on canvas  
100 x 150 cm. (39 3/8 x 59 in.)  
Painted in 2019

**HK\$300,000-500,000**  
*US\$39,000-64,000*

### **PROVENANCE**

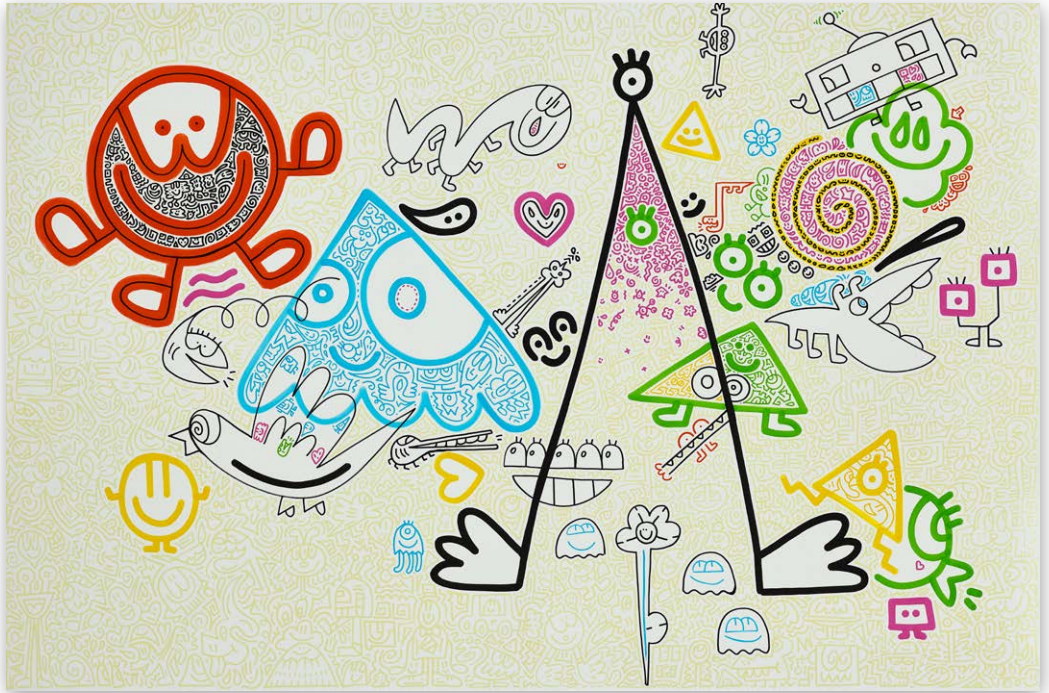
The Artist  
Mr Doodle Invades Sotheby's Hong Kong,  
5 December 2019  
Acquired from the above by the present owner

## Doodle VIII

壓克力 畫布  
2019年作  
款識：MR DOODLE! 2019 (畫背)

### **來源**

藝術家  
2019年12月5日香港 蘇富比 「Mr Doodle 逆襲蘇富比」  
現藏者直接購自上述來源



# 32 **MAK2 (MAK YING TUNG 2)** **麥影彤二**

(B. 1989)

***Home Sweet Home: Mak in Pool 2***

acrylic on canvas (triptych)  
each: 120 x 71 cm. (47 ¼ x 28 in.) (3)  
overall: 120 x 213 cm. (47 ¼ x 83 ⅞ in.)  
Painted in 2020

**HK\$150,000-250,000**  
*US\$20,000-32,000*

**PROVENANCE**

de Sarthe Gallery, Hong Kong  
Acquired at the above by the present owner

**美好家園：麥在游泳池 2**

壓克力畫布 (三聯作)  
2020年作

**來源**

香港 德薩畫廊  
現藏者購自上述畫廊



## HIGH VALUE LOT PRE-REGISTRATION

**IF YOU ARE INTERESTED IN ANY HIGH VALUE LOT (I.E., ALL LOTS OF OUR 20<sup>TH</sup> / 21<sup>ST</sup> CENTURY ART EVENING SALE, AND IN RESPECT OF OTHER CATEGORIES OF LOTS, A LOT THE LOW ESTIMATE OF WHICH IS HK\$8,000,000 OR ABOVE), YOU ARE INVITED TO COMPLETE THE HIGH VALUE LOT PRE-REGISTRATION. PLEASE NOTE THE POINTS BELOW IN ORDER TO ASSIST YOU WITH THE PRE-REGISTRATION AND PAYMENT PROCESS.**

- After you have successfully registered as a bidder with Christie's, you should complete the High Value Lot pre-registration before the date of sale through the Bid Department or on the date of sale in the High Value Lot pre-registration area.
- Unless otherwise agreed by us, you will be permitted to bid for High Value Lots only if Christie's has confirmed your payment of deposit and your completion of the High Value Lot pre-registration before the sale.

- Upon the pre-registration, you should pay a deposit equivalent to the higher of HK\$1,600,000, and 20% or more of the aggregate of the low estimate of all lots you intend to bid for. You will need to pay such deposit by way of wire transfer or credit card(s) acceptable to Christie's for the prospective purchase(s). Please note that Christie's does not accept payment from third parties. This also applies to agents.
- If you are not successful in any bid and do not owe Christie's or Christie's group of companies any debt, the deposit will be refunded to you by way of wire transfer or such other methods as determined by Christie's. Please make sure that you provide your bank details in the pre-registration form. If you require payment other than in Hong Kong dollars, we shall charge you for any currency costs incurred and shall not be liable for any exchange rate loss. The exchange rate as provided to us by the bank on the date of exchange is final and binding on you. While we will arrange to refund the deposit to you within seven days after the date of sale, we do not guarantee when you will receive the payment as the time for banks to process a fund transfer or refund varies.

- Upon successful pre-registration, you will be given a numbered High Value Lot paddle for identification purpose. The auctioneer will usually only accept bids made with the High Value Lot paddle or by its registered bidder. This applies to saleroom, telephone and absentee bids.

- Christie's has the right to change the High Value Lot pre-registration procedures and requirements from time to time without notice.

### ENQUIRIES

For further details, please contact our Client Services Department at + 852 2760 1766 or email [infoasia@christies.com](mailto:infoasia@christies.com).

## 高額拍賣品預先登記

如閣下擬競投高額拍賣品（即佳士得二十及二十一世紀藝術晚間拍賣之所有拍賣品與其他類別拍賣低估價為港幣8,000,000元或以上之拍賣品），必須辦理高額拍賣品預先登記。為方便閣下辦理預先登記及付款手續，請注意以下事項：

- 在登記成為佳士得競投人士後，須於拍賣日期前通過投標部辦理高額拍賣品預先登記，或於拍賣當日往高額拍賣品預先登記處辦理預先登記。
- 除非另得本公司同意，否則只能於佳士得確認閣下拍賣前已付清保證金及完成高額拍賣品預先登記後，方可競投高額拍賣品。
- 辦理預先登記時，閣下須以電匯方式或佳士得接受之信用卡繳付港幣1,600,000元或閣下擬競投全部拍賣品低估價總額之20%或以上（以較高者為準）作為保證金。請注意佳士得恕不接受第三方支付之款項。此亦適用於代理人。
- 若閣下未能成功競投任何拍賣品，於佳士得或佳士得公司集團亦無任何欠款，保證金將以電匯方式或佳士得決定之其他方式退還閣下。請確保於預先登記表格上提供閣下之銀行資料詳情。若閣下須以港元以外貨

幣付款，本公司將收取因而產生之貨幣費用，概不承擔有關匯兌虧損。匯兌當天銀行提供之匯率應為最終匯率，並對閣下具約束力。雖然本公司將安排於拍賣日期後七日內退還保證金，惟不同銀行處理匯款或退款所需時間各有差異，佳士得對閣下何時收到有關款項不作保證。

- 成功辦理預先登記後，閣下將獲發高額拍賣品競投牌，以資識別。拍賣官一般只接受以高額拍賣品競投牌或其註冊競投人士作出之競投。此亦適用於拍賣現場、電話及書面競投。
- 佳士得有權不時變更高額拍賣品預先登記程序及規定而毋須作出任何通知。

### 查詢

如欲了解詳情，請致電 + 852 2760 1766 與本公司客戶服務部聯絡或電郵至 [infoasia@christies.com](mailto:infoasia@christies.com)。



# CONDITIONS OF SALE - BUYING AT CHRISTIE'S

## CONDITIONS OF SALE

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

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

## A BEFORE THE SALE

### 1 DESCRIPTION OF LOTS

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

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

### 2 OUR RESPONSIBILITY FOR OUR DESCRIPTION OF LOTS

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

### 3 CONDITION

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

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

### 4 VIEWING LOTS PRE-AUCTION

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

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

### 5 ESTIMATES

**Estimates** are based on the **condition**, rarity, quality and **provenance** of the **lots** and on prices recently paid at auction for similar property. **Estimates** can change. Neither you, nor anyone else, may rely on any **estimates** as a prediction or guarantee of the actual selling price of a **lot** or its value for any other purpose. **Estimates** do not include the **buyer's premium** or any applicable taxes. **Estimates** may be shown in different currencies from that of the saleroom for guidance only. The rate of exchange used in our printed catalogues is fixed at the latest practical date prior to the printing of the catalogue and may have changed by the time of our sale.

### 6 WITHDRAWAL

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

### 7 JEWELLERY

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

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

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

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

### 8 WATCHES & CLOCKS

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

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

(c) Most watches have been opened to find out the type and quality of movement. For that reason, watches with water resistant cases may not be waterproof and we recommend you have them checked by a competent watchmaker before use.

Important information about the sale, transport and shipping of watches and watchbands can be found in paragraph H2(g).

### 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 [bidstatus@christies.com](mailto:bidstatus@christies.com).

### 3 IF YOU FAIL TO PROVIDE THE RIGHT DOCUMENTS

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

### 4 BIDDING ON BEHALF OF ANOTHER PERSON

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

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

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

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

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

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

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

### 5 BIDDING IN PERSON

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

### 6 BIDDING SERVICES

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

#### (A) PHONE BIDS

Your request for this service must be made no later than 24 hours prior to the auction and may also be made on the Christie's WeChat Mini Program. 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. To learn more, please visit <https://www.christies.com/auctions/christies-live-on-mobile>. You should register at least 24 hours in advance of the sale in order to bid online with Christie's LIVE™. 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 catalogue, at any Christie's office or by choosing the sale and viewing the **lots** online at [www.christies.com](http://www.christies.com) or on the Christie's WeChat Mini Program. We must receive your completed Written Bid at least 24 hours before the auction. Bids must be placed in the currency of the saleroom. The **auctioneer** will take reasonable steps to carry out written bids at the lowest possible price, taking into account the **reserve**. If you make a written bid on a **lot** which does not have a **reserve** and there is no higher bid than yours, we will bid on your behalf at around 50% of the **low estimate** or, if lower, the amount of your bid. If we receive written bids on a **lot** for identical amounts, and at the auction these are the highest bids on the **lot**, we will sell the **lot** to the bidder whose written bid we received first.

## C CONDUCTING THE SALE

### 1 WHO CAN ENTER THE AUCTION

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

### 2 RESERVES

Unless otherwise indicated, all **lots** are subject to a **reserve**. We identify **lots** that are offered without a **reserve** with the symbol - next to the **lot** number. The **reserve** cannot be more than the **lot's low estimate**, unless the **lot** is subject to a third party guarantee and the irrevocable bid exceeds the printed **low estimate**. In that case, the **reserve** will be set at the amount of the irrevocable bid. **Lots** which are subject to a third party guarantee arrangement are identified in the catalogue with the symbol <sup>3</sup>▲.

### 3 AUCTIONEER'S DISCRETION

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

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

### 4 BIDDING

The **auctioneer** accepts bids from:

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

### 5 BIDDING ON BEHALF OF THE SELLER

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

the event that there are no bids on a **lot**, the **auctioneer** may deem such **lot** unsold.

### 6 BID INCREMENTS

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

### 7 CURRENCY CONVERTER

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

### 8 SUCCESSFUL BIDS

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

### 9 LOCAL BIDDING LAWS

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

## D THE BUYER'S PREMIUM, TAXES

### 1 THE BUYER'S PREMIUM

In addition to the **hammer price**, the successful bidder agrees to pay us a **buyer's premium** on the **hammer price** of each **lot** sold. On all **lots** we charge 25% of the **hammer price** up to and including HK\$7,500,000, 21% on that part of the **hammer price** over HK\$7,500,000 and up to and including HK\$50,000,000, and 15% of that part of the **hammer price** above HK\$50,000,000.

### 2 TAXES

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

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

## E WARRANTIES

### 1 SELLER'S WARRANTIES

For each **lot**, the seller gives a **warranty** that the seller: (a) is the owner of the **lot** or the 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 F(1a) below) paid by you to us. The seller will not be responsible to you for any reason for loss of profits or business, expected savings, loss of opportunity or interest, costs, damages, **other damages** or expenses. The seller gives no **warranty** in relation to any **lot** other than as set out above and, as far as the seller is allowed by law, all **warranties** from

the seller to you, and all other obligations upon the seller which may be added to this agreement by law, are excluded.

## 2 OUR AUTHENTICITY WARRANTY

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

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

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

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

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

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

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

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

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

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

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

- This additional **warranty** does not apply to:
  - 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;
  - drawings, autographs, letters or manuscripts, signed photographs, music, atlases, maps or periodicals;
  - lots** not identified by title;
  - lots** sold without a printed **estimate**;
  - books which are described in the catalogue as sold subject to return; or
  - 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 E2(h)(ii) above. Paragraphs E2(b), (c), (d), (e), (f) and (g) also apply to a claim under these categories.

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

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

## F PAYMENT

### 1 HOW TO PAY

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

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

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

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

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

- 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](http://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.
- Wire transfer

You must make payments to:

HSBC  
Head Office

1 Queen's Road, Central, Hong Kong

Bank code: 004

Account No. 062-305438-001

Account Name: Christie's Hong Kong Limited

SWIFT: HSBCHKHHHKH

### (iii) Credit Card

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

(iv) Cash

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

(v) Banker's draft

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

(vi) Cheque

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

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

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

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

## 4 WHAT HAPPENS IF YOU DO NOT PAY

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

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

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

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

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

(v) we can take what you owe us from any amounts which we or any company in the **Christie's Group** may owe you (including any deposit or other part-payment which you have paid to us);

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

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

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

(ix) we can take any other action we see necessary or appropriate.

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

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

## 5 KEEPING YOUR PROPERTY

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

you owe us and we will pay any amount left from that sale to you. If there is a shortfall, you must pay us any difference between the amount we have received from the sale and the amount you owe us.

## G COLLECTION AND STORAGE

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

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

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

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

(i) we or a third party warehouse 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 we or they may 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](http://www.christies.com/storage) shall apply.

(v) nothing in this paragraph is intended to limit our rights under paragraph F4.

## H TRANSPORT AND SHIPPING

### 1 TRANSPORT AND SHIPPING

We will enclose a transport and shipping form with each invoice sent to you. You must make all transport and shipping arrangements. However, we can arrange to pack, transport and ship your property if you ask us to and pay the costs of doing so. We recommend that you ask us for an **estimate**, especially for any large items or items of high value that need professional packing before you bid. We may also suggest other handlers, packers, transporters or experts if you ask us to do so.

For more information, please contact Christie's Post-Sale Services Department on +852 2760 1766 or email to [postsalesasia@christies.com](mailto:postsalesasia@christies.com). We will take reasonable care when we are handling, packing, transporting and shipping a **lot**. However, if we recommend another company for any of these purposes, we are not responsible for their acts, failure to act or neglect.

### 2 EXPORT AND IMPORT


**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 [postsalesasia@christies.com](mailto:postsalesasia@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 into their country 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 (d) if you are proposing to import the **lot** into the USA. We will not be obliged to cancel your purchase and refund the **purchase price** if your **lot** may not be exported, imported or it is seized for any reason by a government authority. It is your responsibility to determine and satisfy the requirements of any applicable laws or regulations relating to the export or import of property containing such protected or regulated material.

#### (d) **US import ban on African elephant ivory**

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

#### (e) **Lots of Iranian origin**

Some countries prohibit or restrict the purchase, export and/or import of Iranian-origin "works of conventional craftsmanship" (works that are not by a recognized artist and/or that have a function, for example: carpets, bowls, ewers, tiles, ornamental boxes). For example, the USA prohibits the import of this type of property and its purchase by US persons (wherever located). Other countries, such as Canada, only permit the import of this property in certain circumstances.

As a convenience to buyers, Christie's indicates under the title of a **lot** if the **lot** originates from Iran (Persia), it is your responsibility to ensure you do not bid on or import a **lot** in contravention of the sanctions or trade embargoes that apply to you.

#### (f) **Gold**

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

#### (g) **Watches**

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

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

## I OUR LIABILITY TO YOU

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

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

of any **lot** with regard to merchantability, fitness for a particular purpose, description, size, quality, **condition**, attribution, **authenticity**, rarity, importance, medium, **provenance**, exhibition history, literature, or historical relevance. Except as required by local law, any **warranty** of any kind is excluded by this paragraph.

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

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

(e) If, in spite of the terms in paragraphs (a) to (d) or E2(i) above, we are found to be liable to you for any reason, we shall not have to pay more than the **purchase price** paid by you to us. We will not be responsible to you for any reason for loss of profits or business, loss of opportunity or value, expected savings or interest, costs, **other 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 notice at [www.christies.com](http://www.christies.com). If you are a resident of California you can see a copy of our California Consumer Privacy Act statement at <https://www.christies.com/about-us/contact/ccpa>.

### 8 WAIVER

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

## 9 LAW AND DISPUTES

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

## 10 REPORTING ON WWW.CHRISTIES.COM

Details of all **lots** sold by us, including **catalogue descriptions** and prices, may be reported on [www.christies.com](http://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](http://www.christies.com).

## K GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

**Heading**: has the meaning given to it in paragraph E2. **lot**: an item to be offered at auction (or two or more items to be offered at auction as a group).

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

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

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

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

**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](http://www.christies.com), which is also read to prospective telephone bidders and notified to clients who have left commission bids, or an announcement made by the **auctioneer** either at the beginning of the sale, or before a particular **lot** is auctioned.

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

**UPPER CASE TYPE**: means having all capital letters.

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

# 業務規定 · 買方須知

## 業務規定

業務規定和重要通知及目錄編列方法之說明列明佳士得拍賣刊載在本目錄中**拍賣品**的條款。通過登記競投和/或在拍賣會中競投即表示您同意接受這些條款，因此，您須在競投之前仔細閱讀這些條款。下述粗體字體詞語的解釋在尾部詞匯表列明。

除非佳士得擁有**拍賣品**所有權（以Δ標示），佳士得為賣方的代理人。

### A. 拍賣之前

#### 1. 拍賣品描述

- (a) **目錄描述**部分使用的某些詞匯有特殊意義。詳情請見構成條款部分的重要通知及目錄編列方法之說明。對目錄內的標識的解釋，請見本目錄內“本目錄中使用的各類標識”。
- (b) 本公司在本目錄中對任何**拍賣品**的描述，**拍賣品狀況**報告及其它陳述（不管是口頭還是書面），包括**拍賣品**性質或**狀況**、藝術家、時期、材料、概略尺寸或**來源**均屬我們意見之表述，而不應被作為事實之陳述。我們不像專家的歷史學家及學者那樣進行深入的探究。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 E 2 段的**真品保證**以及第 I 段另有約定。

#### 3. 狀況

- (a) 在我們拍賣會上拍賣的**拍賣品狀況**可因年代、先前損壞、修復、修理及損耗等因素而差異甚大。其性質即意味著幾乎不可能處於完美的**狀況**。**拍賣品**是按照其在拍賣之時的情況以“現狀”出售，而且不包括佳士得或賣方的任何陳述或保證或對於**狀況**的任何形式的責任承擔。
- (b) 在本目錄條目或**狀況**報告中提及**狀況**不等同於對**狀況**的完整描述，圖片可能不會清晰顯示出**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際檢查時的狀況不同。**狀況**報告可協助您評估**拍賣品**的情況。為方便買方，**狀況**報告為免費提供，僅作為指引。**狀況**報告提供了我們的意見，但是可能未指出所有的缺陷、內在瑕疵、修復、更改及改造，因為我們的僱員不是專業修復或維護人員。出於這個原因，他們不能替代您親自檢查**拍賣品**或您自己尋求的專業意見。買方有責任確保自己已經要求提供、收悉及考慮了任何**狀況**報告。

#### 4. 拍賣之前檢查**拍賣品**

- (a) 如果您計劃競投一件**拍賣品**，應親自或通過具有專業知識之代表檢視，以確保您接受**拍賣品**描述及**狀況**。我們建議您從專業修復人員或其它專業顧問那裏索取意見。
- (b) 拍賣之前的檢視免費向公眾開放。在拍賣之前的檢視或通過預約，我們的專家可在場回答問題。

#### 5. 估價

**估價**是基於**拍賣品**的**狀況**、稀有程度、質量、來源及類似物品的近期拍賣決定。**估價**可能會改變。您或任何其他人在任何情況下都不可能依賴**估價**，將其作為**拍賣品**的實際適用的預測或保證。**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日錄打印時的兌換率設定，所以可能與拍賣當日兌換率有差別。

#### 6. 撤回

佳士得有權單方面決定在**拍賣品**拍賣過程中或拍

賣之前的任何時間將**拍賣品**撤回。佳士得無須就任何撤回決定向您承擔責任。

#### 7. 珠寶

- (a) 有色寶石（如紅寶石、藍寶石及綠寶石）可能經過處理以改良外觀，包括加熱及上油等方法。這些方法都被國際珠寶行業認可，但是經處理的寶石的硬度可能會降低及/或在日後需要特殊的保養。
- (b) 所有類型的寶石均可能經過某些改良處理。如果某件**拍賣品**沒有報告，您可以在拍賣日之前至少提前三周向我們要求寶石鑒定報告，報告的費用由您支付。
- (c) 我們不會為每件拍賣的寶石索取鑒定報告。若我們有從國際認可的寶石鑒定實驗室取得鑒定報告，我們會在目錄中提及。從美國寶石鑒定實驗室發出的鑒定報告會描述對寶石的改良或處理，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**是鑒定報告中的信息為基礎，如果沒有報告，就會認為寶石可能已經被處理或提升過。

#### 8. 鐘錶

- (a) 幾乎所有的鐘錶在使用期內都被修理過，可能都含有非原裝零部件。我們不能保證任何的個別零件都是原裝。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**。拍賣的鐘不能跟隨帶有鑲鑽、鑲鑽或鑲匙出售。
  - (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(g) 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：用事報帳單或銀行月結單。
  - (ii) 公司客戶：顯示名稱及註冊地址的公司註冊證明或類似文件，公司地址證明，被授權競投者附有相片的身份證文件，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最終受益人的文件證明。
  - (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。如果您過去兩年內沒有從我們的拍賣會成功投得**拍賣品**，或者您本次擬出價金額高於過往，請聯繫我們的投標部：+852 2978 9910 或電郵至 bidsasia@christies.com

#### 3. 如果您未能提供正確的文件

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

#### 4. 代表他人競投

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

#### 5. 親自出席競投

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

#### 6. 競投服務

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

##### (A) 電話競投

您必須在拍賣開始前至少 24 小時辦理申請電話競投，並可以在佳士得徵信小程序中做出申請。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將該競投錄音。您同意電話競投受業務規定管限。

##### (B) 在 Christie's LIVE™ 網絡競投

在某些拍賣會上，我們會接受網絡競投。如需了解更多信息，請登入 <https://www.christies.com/auctions/christies-live-on-mobile>。如需網絡競投，您必須在拍賣開始前至少 24 小時辦理申請。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](http://www.christies.com) 或佳士得微信小程序選擇拍賣並查看**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權。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**低價估價**的 50% 進行競投；或如果您的書面標比上述更低，則以您的書面標的價格進行競投。如佳士得收到多個競投價相等的書面競投，而在拍賣時此等競投價乃該**拍賣品**的最高出價，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**低價估價**，除非**拍賣品**已由第三方保證而相關不可撤銷的書面競投價高於**低價估價**。在此情況下，**底價**將被設為不可撤銷的書面競投的價格。該等由第三方保證的**拍賣品**在目錄中注以符號◆以資識別。

#### 3. 拍賣官之酌情權

**拍賣官**可以酌情選擇：

- 拒絕接受任何競投；
  - 以其決定方式將競投提前或拖後，或改變**拍賣品**的順序；
  - 撤回任何**拍賣品**；
  - 將任何**拍賣品**分開拍賣或將兩件或多件**拍賣品**合併拍賣；
  - 重開或繼續競投，即便已經下槌；
- 如果有關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**在接受成功競投時存在錯誤，您必須在拍賣日後 3 個工作天內提供一份詳細紀錄您訴求的書面通知。**拍賣官**將本着真誠考慮該訴求。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：

- 拍賣會場參與競投的競投人；
- 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；
- 拍賣日之前提交佳士得的書面競投 (也稱為不在場競投或委託投標)。

#### 5. 代表賣方競投

**拍賣官**可選擇代表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**為止。**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**低價估價**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上下降繼續拍賣，直至有人競投，然後從該價位上拍賣。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**低價估計**開始，然後逐步增加 (競

投價遞增幅度)。**拍賣官**會自行決定競投開始價位及遞增幅度。本目錄內的書面競投表格上顯示的是一般遞增幅度，僅供閣下參考。

#### 7. 貨幣兌換

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

#### 8. 成功競投

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

#### 9. 競投地法律

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

### D. 買方酬金及稅款

#### 1. 買方酬金

成功競投人除支付**落槌**價外，亦同意支付本公司以該**拍賣品**落槌價計算的**買方酬金**。酬金費率按每件**拍賣品**落槌價首港幣 7,500,000 元之 26%；加逾港幣 7,500,000 元以上至港幣 50,000,000 元部分之 21%；加逾港幣 50,000,000 元以上之 15% 計算。

#### 2. 稅費

成功競投者將負責所有適用**拍賣品**稅費，包括增值稅，銷售或補償使用稅費或者所有基於**落槌**價和**買方酬金**而產生的該等稅費。買方有責任查明並支付所有應付稅費。在任何情況下香港法律先決適用。佳士得建議您徵詢獨立稅務意見。有關佳士得運送至美國的**拍賣品**，不論買方國籍或/或**拍賣品**相關的其他費用而產生的州銷售稅或/或州稅費。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、地點和決定。要求豁免銷售稅的成功競投人必須在提款前向佳士得提供適當文件。佳士得不須收取稅費的州分，成功競投人可能須繳付稅費予該州分的稅務機構。佳士得建議您徵詢獨立稅務意見。

### E. 保證

#### 1. 賣方保證

對於每件**拍賣品**，賣方保證其：

- 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**或其法律上有權這麼做；
- 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 F(1)(a) 段定義) 的金額。賣方不會就閣下利潤上或經營的損失、預期存款、商機喪失或利息的損失、成本、賠償金、其他賠償或支出承擔責任。賣方不就任何**拍賣品**提供任何以上列舉之外的保證；只要法律許可，所有賣方對您作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：

- 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**。
- 我們只會對本目錄描述第一行 (“**標題**”) 以**大字體**顯示的資料作出**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**以外的大字體註明) 作出任何保證。
- 真品保證**不適用於有**保留標題**或任何有保留的部分**標題**。有**保留**是指受限於**拍賣品目錄**描述內的解釋，或者**標題**中有“重要通告”或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。
- 真品保證**適用於被**拍賣會通告**修訂後的**標題**。
- 真品保證**不適用於在拍賣之後，學術發展導致被普遍接受的學者或專家意見有所改變。此保證也不適用於在拍賣日時，**標題**符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。
- 如果**拍賣品**只有通過科學鑑定方法才能鑑定出不是**真品**，而在其出版目錄之日，該科學方法還未存在或被普遍接納，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。
- 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契約的限制。此**真品保證**中的利益不可以轉讓。
- 要申索**真品保證**下的權利，您必須：
  - 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；
  - 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信息的權利；及
  - 自費交回與拍賣時狀況相同的**拍賣品**給佳士得拍賣官。
- 您在**真品保證**下唯一的權利就是取消該項拍賣及取回已付的**購買款項**。在任何情況下我們不須支付您超過您已向我們支付的**購買款項**的金額，同時我們也無須對任何利潤或經營損失、商機或價值喪失、預期存款或利息、成本、賠償金或其他賠償或支出承擔責任。
- 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**的文本或圖樣存有瑕疵，在以下條款的規限下，我們將退還已付的**購買款項**：
  - 此額外保證不適用於：
    - 缺少空白、扉頁、保護頁、廣告、及書籍環邊的破損、污漬、邊緣磨損或任何其他不影響文本及圖樣完整性的瑕疵；
    - 繪圖、簽名、書信或手稿；帶有簽名的照片、音樂唱片、地圖、地圖或期刊；
    - 沒有**標題**的書籍；
    - 沒有**標明估價**的已出售**拍賣品**；
    - 目錄中表明售出後不可退貨的書籍；
    - 狀況報告中或拍賣時公告的瑕疵。
  - 要根據本條規定申索權利，您必須在拍賣後的 14 天內有關瑕疵提交書面通知，並交回與拍賣時狀況相同的**拍賣品**給當時進行拍賣的佳士得拍賣官。
- 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，但佳士得同意取消保證為**真品**之東南亞現代及當代藝術以及中國書畫**拍賣品**之交易。已付之**購買款項**則根據佳士得**真品保證**的條款退還予原本買方，但買方

必須在拍賣日後 12 個月內，向我們提供書面的申索通知。我們可以要求您提供上述申索完整的細節及佐證證據。買方需按以上 E2(h)(ii) 的規定提供令佳士得滿意的證據，證實該拍賣品為贗品，及須按照以上 E2(h)(iii) 規定交回拍賣品給我們。E2(b), (c), (d), (e), (f), (g) 和 (i) 適用於此類別之申索。

(l) **中國、日本及韓國工藝品**（**中國、日本及韓國書畫、版畫、素描及珠寶除外**）。以上 E2(b) - (e) 在此類別拍賣品將作修改如下。當創作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**大體字體**註明的有關日期或時期的資料提供**真品保證**（“副標題”）。以上 E2(b) - (e) 所有提及標題之處應被理解為**標題及副標題**。

## F. 付款

### 1. 付款方式

- (a) 拍賣後，您必須立即支付以下購買款項：
- (i) **落槌價**；及
  - (ii) **買方酬金**；和
  - (iii) 任何關稅、有關貨物、銷售、使用、補償或服務稅項。

所有款項須於拍賣後 7 個日曆天內悉數付清（“**到期付款日**”）。

(b) 我們只接受登記競投人付款。發票一旦開具，發票上買方的姓名不能更換，我們亦不能以不同姓名重新開具發票。若您欲將**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) 向佳士得購買的**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**”網上賬戶為客人直接查看發票、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](http://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：HSBCHKHHKHK
- (iii) 信用卡  
在符合我們的規定下，我們接受各種主要信用卡付款。本公司每次拍賣接受總數不超過港幣 1,000,000 元之現場信用卡付款，但有關條款及限制適用。以中國銀聯支付方式沒有金額限制。如要以“持卡人不在場”（CNP）的方式支付，本公司每次拍賣接受總數不超過港幣 1,000,000 元之付款。CNP 付款不適用於所有佳士得拍賣場，並受某些限制。適用於信用卡付款的條款和限制可從佳士得的售後服務部獲取，詳情列於以下 (d) 段；

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

(v) 銀行匯票  
抬頭請註明“佳士得香港有限公司”（須受有關條件約束）；

(vi) 支票  
抬頭請註明“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) 支付時請註明拍賣號碼、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](mailto:postsaleasia@christies.com)。

### 2. 所有權轉移

只有我們自您處收到全額且清算購買款項後，您

才擁有**拍賣品及拍賣品**的所有權，即使本公司已將**拍賣品**交給您。

### 3. 風險轉移

**拍賣品**的風險和責任自以下日期起將轉移給您（以較早者為準）：

- (a) 買方提貨日；
- (b) 自拍賣日起 31 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向業拆息加 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、法律費用及任何買方酬金的差額；
- (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其其他損失、利息、法律費用及其他費用；
- (v) 將我們或**佳士得集團**任何公司欠下您的款項（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保管的**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，不論是以前當方式、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或買方的附屬法律責任；和

(ix) 採取我們認為必要或適當的任何行動。

(b) 將您已付的款項，包括保證金及其他部份付款或我們欠下您之款項用以抵銷您欠我們或其它**佳士得集團**公司的款項。

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

5. 扣押拍賣品

如果您欠我們或其它**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**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。我們將將出售**拍賣品**的銷售所得來抵銷您欠下我們的任何款項，並支付任何剩餘部分。如果銷售所得不足以抵銷，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，在全款付清所有款項之前，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](mailto: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地或其關聯公司或第三方倉庫。

(d) 如果您未在拍賣後第三十日曆日之前提取您購買的**拍賣品**，除非另有書面約定：

(i) 我們或第三方倉庫將自拍賣後第 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，並且我們或第三方倉庫可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](http://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

運送及付運表格會與發票一同發送給您。您須自行安排**拍賣品**的運送和付運事宜。我們也可以依照您的要求安排包裝運送及付運事宜，但您須支付有關收費。我們建議您在競投前預先查詢有關收費的估價，尤其是需要專業包裝的大件物品或高價值品。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](mailto:postsaleasia@christies.com)。我們可合理謹慎處理、包裝、運輸**拍賣品**。若我們就上述目的向您推薦任何其它公司，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**出境要求出口證明及/或就**拍賣品**入境要求進口證明。進口國家法律可能會禁止進口某些**拍賣品**或禁止**拍賣品**在進口國出售。

我們不會因您所購買的**拍賣品**無法出口、進口或出於任何原因遭政府機構沒收而有責任取消您的購買或向您退換**購買款項**。您應負責確認並滿足任何法律或法規對出口或進口您購買的**拍賣品**的要求。

(a) 在競投前，您應尋求專業意見並負責滿足任何法律或法規對出口或進口**拍賣品**的要求。如果您被拒絕對許可證，或申請許可證延誤，您仍須全數支付**拍賣品**的價款。如果您提出申請，在我們能力範圍許可內，我們可以協助您申請所需許可證，但我們會就此服務向您收取費用。我們不保證必能獲得許可證。如欲了解詳情，請聯繫佳士得售後服務部，電話：+852 2760 1766 或發郵件至 [postsaleasia@christies.com](mailto:postsaleasia@christies.com)。

(b) 您應負責支付與**拍賣品**出口或進口有關的所有適用稅費、關稅或其他政府徵收的費用。如果佳士得為您出口或進口**拍賣品**，且佳士得支付了上述適用的稅費、關稅或其他政府徵收的費用，您同意向佳士得退還該筆費用。

(c) **含有受保護動植物物的拍賣品**

由瀕臨絕種及其他受保護野生動物物製造或組成（不論百分比率）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體的**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，而其他国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物體（例如猛犸象牙、海象象牙和野馬象牙）且您計劃將上述**拍賣品**進口到美國，請查看 (d) 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。

- (d) **美國關於非洲象牙的進口禁令**  
美國禁止非洲象牙進口美國。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（例如猛犸象牙，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牙後方可運往美國。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牙，不被視為取消拍賣和退回購買款項的依據。
- (e) **源自伊朗的拍賣品**  
一些國家禁止或限制購買和/或進出口源自伊朗的“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（不論於上述購買以上物品）。有些國家，例如加拿大則允許在特定情況下可以進口上述物品。為方便賣方，佳士得在源自伊朗（波斯）的**拍賣品**下方特別注明。如您受以上制裁或貿易禁運限制，您須確保您不會競投或進口有關**拍賣品**，違反有關適用條例。
- (f) **黃金**  
含量低於 18k 的黃金並不是在所有國家均被視為「黃金」，並可能被拒絕入口。
- (g) **鐘錶**  
本目錄內有些錶帶的照片顯示該手錶配有瀕危及受保護動物（如短吻鱷或鱷魚）的物料所製成的錶帶。這些**拍賣品**在本目錄內的**拍賣品**編號旁以 **PS** 符號顯示。這些錶帶只用來展示**拍賣品**並不得銷售用途。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。

## 1. 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上，所有由法律附加的保證及其他條款，均被排除在本協議外。在 E1 段中的賣方保證是由賣方提供的保證，我們對這些**保證**不負有任何責任。
- (b) (i) 除非我們以欺詐手段作出有欺詐成份的失實陳述或在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**的可售品質、是否適合某特定用途、描述、尺寸、質量、**狀況**、作品歸屬、真實性、稀有程度、重要性、媒介、來源、展覽歷史、文獻或歷史的關聯等作出任何陳述、保證或擔保或承擔任何其它責任。除非當地的法律強制要求，任何種類之任何**保證**，均被本段排除在外。
- (c) 請注意佳士得所提供的書面競投及電話競投服務、Christie's Live™、**狀況**報告、貨幣兌換顯示板及拍賣室錄像影像為免費服務，如有任何錯誤（人為或其它原因）、遺漏或故障或延誤、未能提供、暫停或終止，本公司不負任何責任。
- (d) 就**拍賣品**購買的事宜，我們僅對買方負有法律責任。
- (e) 如果儘管有(a)至(d)或E2(i)段的規定，我們因某些原因須對您負上法律責任，我們不須支持超過您已支付的**購買款項**。佳士得不須就任何利潤或經營損失、商機喪失或價值、預期存款或利息、費用、**其他賠償**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賣方提供合適的服務。若您不想被錄影，您可透過電話或書面競投投者在 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、插圖與畫面資料（除有特別註釋外，包括我們的目錄的內容）之版權均屬於佳士得所有。沒有我們的事先書面許可不得使用以上版權作品。我們沒有保證您就投得的**拍賣品**會取得任何版權或其他複製的權利。

### 4. 效力

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

### 5. 轉讓您的權利及責任

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

### 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本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目的，或與其相符的目的。您可以在 [www.christies.com](http://www.christies.com) 上找到本公司私隱政策。如您是加利福尼亞州居民，您可以在 <https://www.christies.com/about-us/contact/ccpa> 看到我們的《加州消費者隱私法》(California Consumer Privacy Act) 聲明。

### 8. 棄權

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

### 9. 法律及管轄權

各方的權利及義務，就有關本業務規定，拍賣的行為及任何與上述條文的事項，均受香港法律管轄及根據香港法律解釋。在拍賣競投時，無論是親自出席或由代理人出席競投，書面、電話及其他方法競投，買方則被視為接受本業務規定；及為佳士得之利益而言，接受香港法律之排他性管轄權，並同時接納佳士得亦有關在任何其它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 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](http://www.christies.com) 上查閱。銷售總額為**落槌價**加上**買方酬金**，其不反映成本、財務費用或買方或賣方信貸申請情況。我們不能按要求將這些資料從 [www.christies.com](http://www.christies.com) 網站上刪除。

## K. 詞匯表

**拍賣官**：個人拍賣官和/或佳士得。

- 真品**：以下所述的真實作品，而不是複製品或贗品；
- (a) **拍賣品**在**標題**被描述為某位藝術家、作者或製作者的**作品**，則為該藝術家、作者或製作者的**作品**；
- (b) **拍賣品**在**標題**被描述為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 E2 段所詳述為**拍賣品**提供的保證。

**買方酬金**：除了**落槌價**，買方支付給我們的費用。  
**目錄描述**：拍賣目錄內對**拍賣品**的陳述（包括於拍賣場通過對有關陳述作出的任何更改）。

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

**狀況**：**拍賣品**的物理狀況。

**到期付款**：如第 F1(a) 段所列出的意思。

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

**落槌價**：**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](http://www.christies.com) 的書面通知（上述通知內容會另行通知以電話或書面競投的客戶），或拍賣會舉行前或拍賣某**拍賣品**前**拍賣官**宣布的公告。

**副標題**：如 E2 段所列出的意思。

**大體字體**：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.

△ Property in which Christie's or another **Christie's Group** company has an ownership or financial interest. See Important Notices and Explanation of Cataloguing Practice.

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

⊠ 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**.

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

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

ψ The endangered species strap is shown for display purposes only and is not for sale. Upon sale, this watch may be supplied to the buyer with a non CITES strap (not shown). For further information please refer to the Conditions of Sale.

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

## 本目錄中使用的各類標識

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

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

△ 佳士得或其他**佳士得集團**公司對該拍賣品持有所有權或經濟利益。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。

⊠ 對該**拍賣品**有直接或間接經濟利益的一方有可能對該**拍賣品**作出競投，其可能知道該**拍賣品**的**底價**或其他重要資訊。

• **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(c) 段。

ψ 瀕危物種錶帶只用作展示用途並不作銷售。出售後，此手錶或會配以不受瀕危野生動物種國際貿易公約所管制的錶帶（未有展示）以提供予買家。請參閱業務規定以獲取進一步資料。

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

#### ○ **Minimum Price Guarantees:**

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

#### ◆ **Third Party Guarantees/ Irrevocable bids**

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

Christie's compensates the third party in exchange for accepting this risk provided that the third party is not the successful bidder. The remuneration to the third party may either be based on a fixed fee or an amount calculated against the final hammer price. The third party may also bid for the lot above the irrevocable written bid. Where the third party is the successful bidder, the third party is required to pay the hammer price and the buyer's premium in full.

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

#### ⊠ **Bidding by parties with an interest**

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

#### Post-catalogue notifications

If Christie's enters into an arrangement or becomes aware of bidding that would have required a catalogue symbol, we will notify you by updating christies.com with the relevant information (time permitting) or otherwise by a pre-sale or pre-lot announcement.

#### Other Arrangements

Christie's may enter into other arrangements not involving bids. These include arrangements where Christie's has 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/financial-interest/> for a more detailed explanation of minimum price guarantees and third party financing arrangements.

## EXPLANATION OF CATALOGUING PRACTICE

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

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

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

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

### Qualified Headings

- **"Attributed to...":** in Christie's qualified 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 qualified 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.

# 重要通知及目錄編列方法之說明

## 重要通告

### 佳士得在受委託拍賣品中的權益

#### ▲：佳士得或其他佳士得集團公司對該拍賣品持有所有權或經濟利益

佳士得可能會不時提供其或其他佳士得集團公司持有所有權或經濟利益之拍賣品。該等拍賣品在目錄中於拍賣編號旁註有▲符號以資識別。如果佳士得在目錄中每一項拍賣品中均有所有權或經濟利益，佳士得將不會於每一項拍賣品旁附註符號，但會於正文首頁聲明其權益。

#### ● 保證最低出售價

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

#### ◆ 第三方保證 / 不可撤銷的競投

在佳士得已經提供最低出售價保證，如果拍賣品未能出售，佳士得將承擔遭受重大損失的風險。因此，佳士得有時選擇與同意在拍賣之前就該拍賣品提交一份不可撤銷的書面競投的第三方擔保風險。如果沒有其他更高的競投，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註以符號◆以資識別。

第三方需要承擔風險，在自身不是成功競投人的情況下，佳士得將給予酬金給第三方。第三方的酬金可以是固定金額或基於落槌價計算的酬金。第三方亦可以就該拍賣品以超過不可撤銷的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落槌價及買方酬金。

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

#### ✕ 利益方的競投

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

#### 目錄出版後通知

如果佳士得達成某種安排或獲悉需要附註目錄符號的競投，我們將通過更新 christies.com 相關信息（在時間允許的情況下）或通過拍賣會舉行前或拍賣某拍賣品前的公告通知您。

#### 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者潛在買方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，我們不會在目錄中註以符號。

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偽，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

#### 有保留的標題

佳士得認為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分係藝術家之創作。

「...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]。



(Detail) Lot 57, Georgette Chen, *Still Life with Big Durian*, Painted circa 1965. © Courtesy of the artist estate



## CHRISTIE'S 佳士得

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