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# THE PHILIPPE & FLISABETH DUFOUR FOUNDATION CHARITY AUCTION Philippe & Elisabeth Dufour 基金會慈善拍賣

SUNDAY 26 NOVEMBER 2023 · 2023年11月26日 星期日

### AUCTION·拍賣

Sunday 26 November · 11月26日 (星期日)

6.00pm (Lots 2401-2410) · 下午6.00 (拍賣品編號2401-2410) Location: Hall 3C-3E, Hong Kong Convention and Exhibition Centre,

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Saturday, 25 November·11月25日(星期六) 10.30am - 6.30pm

Sunday, 26 November · 11月26日(星期日)

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# The Philippe & Elisabeth Dufour Foundation Charity Auction

It is indeed a great honour for Christie's to have been chosen by Philippe Dufour, one of the world's most respected and skilled independent watchmakers, to unveil and present here at auction a quite spectacular unique wristwatch of spellbinding beauty. It has been created as a one-of-a-kind piece exclusively for the purpose of raising funds for the Philippe and Elisabeth Dufour Foundation, a not-for-profit philanthropic foundation established by Mr. and Mrs. Dufour in 2023 to help address some of the world's most pressing humanitarian needs. In particular, the foundation is open to supporting humanitarian, environmental, educational, or public health-related challenges the world over

The entire hammer from the sale will go to the Philippe and Elisabeth Dufour Foundation to provide important funds for both current and future projects. Additionally, Christie's will make a charitable donation to the Foundation from the buyer's premium we receive of a sum equal to 5% of the aggregate hammer price achieved.

A unique wristwatch by Philippe Dufour is one of the most desired of all contemporary independently made timepieces and would be virtually impossible to acquire privately. For any admirer of the finest watchmaking, this incredible unique watch, made especially for this charity auction, is raised to an altogether higher level. Cased in platinum and featuring an hypnotically beautiful aventurine dial, this one-off 'Simplicity' wristwatch can unquestionably be considered as a Philippe Dufour masterpiece. Most significantly, and perhaps above all, it is a highly personal watch to Mr. Dufour himself, who has designed and overseen every aspect of its production right down to the smallest detail. The finished timepiece represents watchmaking perfection and a better ambassador for the cause closest to the hearts of Philippe and Elisabeth Dufour cannot be imagined.

Lots 2402 to 2410 in this catalogue are fascinating works of art made in honour of Philippe Dufour, including stunning contemporary paintings by Wido de Marval, Céline Lust and Christof Monnin dit Grangil and a traditionally made country style wooden chair by Demirtas Ozan. These artworks have been given by Philippe Dufour himself to the Foundation in order to raise further funds.

International collectors are now offered an exceptional opportunity to obtain a remarkable unique wristwatch by Philippe Dufour and some equally special artworks, in the certain knowledge that most of the proceeds will make an enormous difference to the admirable humanitarian projects of the Philippe and Elisabeth Dufour Foundation.

# The Philippe & Elisabeth Dufour 基金會慈善拍賣

佳士得非常榮幸,能夠被世界上其中一位最受尊敬且技術精湛的獨立製錶師 Philippe Dufour 選中,在拍賣會上展示一枚相當壯觀、獨特和迷人的腕錶。這件獨一無二的作品專門為Philippe and Elisabeth Dufour基金會籌集資金。Dufour夫婦於 2023 年成立這個非牟利慈善基金會,旨在幫助解決迫切的人道主義問題,並特別關注世界各地與人道主義、環境、教育和公共衛生相關的挑戰。

這場拍賣的全部槌價收益將撥捐Philippe and Elisabeth Dufour基金會,為當前和未來的計劃提供重要資金, 佳士得更會從我們收到的買家佣金向基金會捐贈相當於總共達成的落槌價之5%的善款。

獨特的Philippe Dufour腕錶是所有當代獨立製作鐘錶中最令人嚮往的,幾乎不可能私下購買。 對於所有頂級製錶工藝崇拜者而言,這枚專為慈善拍賣會製作的獨一無二腕錶則被視為更高層次的作品。這件只此一枚的「Simplicity」腕錶採用鉑金錶殼,配上迷人的砂金石錶盤,實屬Philippe Dufour匠心獨運之作。最特別和重要的一點,是Philippe Dufour親自設計並全方位監督此枚腕錶的製作,包括當中最微小的細節。這件製成品不僅是完美製錶工藝的典範,也是Dufour夫婦慈善事業的最佳代表作。

本圖錄中編號2402至2410的拍品,是為了向Philippe Dufour致敬而製作的迷人藝術品,包括Wido de Marval、Céline Lust和Christof Monnin dit Grangil 的當代畫作,以及Demirtas Ozan的傳統鄉村風格木 椅。這些藝術品由Philippe Dufour本人捐贈給基金會以籌集更多善款。

現在,國際收藏家迎來一個絕佳機會,以獲得由Philippe Dufour設計的非凡獨特腕錶和一些同樣珍稀的藝術品。最重要的,是拍賣所得的大部份收益將捐贈予Philippe Dufour基金會,為一系列令人欽佩的人道主義慈善項目帶來莫大貢獻。





# THE FOUNDERS PHILIPPE & ELISABETH DUFOUR

The life journey of Philippe & Elisabeth Dufour has been marked by challenges and an unrelenting struggle to achieve their goals. Their incredible determination to overcome the obstacles that stood in their way has allowed them to fulfill their dreams and become role models for others.

Persevering despite the difficulties encountered is an essential quality for success in life. It is important to keep in mind one's goals and to demonstrate determination and resilience in the face of obstacles that arise.

Their life journey is a source of inspiration for all those seeking to achieve their goals and make a difference in the world. Their determination, perseverance, and commitment to philanthropy are qualities that can guide us on the path to personal and collective success and well-being.



### 創辦人 PHILIPPE & ELISABETH DUFOUR

縱然Dufour夫婦的人生旅程充滿挑戰,但他們仍然為了實現目標而不懈奮鬥。他們以令人難以置信的決心克服道路上的障礙,令他們在實現夢想的同時亦成為別人的榜樣。

成功人生的法則,不外乎在遇到困難時仍能堅持下去。我們必須定立明確目標,並在遇到障礙時表現出決心和韌性。

對於一眾尋求實現目標並改變世界的人來說,Dufour夫婦的人生旅程無疑極 具啟發性。他們的決心、毅力和對慈善事業的承諾,足以引領我們走上個人 和集體成功的道路。







A WORD FROM THE **DUFOUR FOUNDATION** 

來自Dufour基金會的寄語

The members of the foundation's board of directors 基金會董事成員



**Philippe Dufour** 



Co-founder and Director 基金會創始人及董事



Danièla Dufour

基金會董事成員



Maricela Lancoud Deputy Director

"We hope the establishment of the foundation will be the start of a passionate human and philanthropic journey that we hope will make a positive difference in the world. We are encouraged in the knowledge that we know we have loyal customers and watchmaking friends... who could provide valuable aid in this endeavor and are convinced that, together, we can make a significant difference in the lives of those in need of our help."

"我們希望基金會的成立將成為充滿熱情的人類 和慈善之旅的開端,並為這個世界帶來正面改 變,我們深知自己擁有忠實的顧客和製錶界的朋 友......可以為的慈善事業提供寶貴協助,因而備 受鼓舞,我們深信通過共同努力,可以為需要幫 助的人帶來生活上的重大改變。"





# THE PHILIPPE & ELISABETH DUFOUR FOUNDATION



The 3rd June 2023 was the occasion of Philippe Dufour's 75th birthday celebrations at the Hôtel des Horlogers in the Vallée de Joux. This milestone event for one of the greatest living watchmakers became of global significance when the creation of the Philippe and Elisabeth Dufour Foundation was announced. The Dufour's not-for-profit Foundation has been established to help address some of the world's most pressing humanitarian needs, in Mr and Mrs Dufour's words:

"Helping, giving, and supporting are important human actions that demonstrate solidarity towards people in distress. These actions can have a significant impact on our fellow humans and provide them with hope and comfort. It's important to remember that even small actions can have a positive impact on others' lives. Being human means having the capacity for empathy and compassion towards disadvantaged individuals and seeking ways to help and support them in their daily lives. We wanted a philanthropic foundation that is open to all the major challenges the world is facing, with a future that appears rather bleak. There are urgent situations, whether humanitarian, environmental, educational, or public health-related. We do not claim to be able to solve all the problems, but we ardently desire to do what we can to alleviate the suffering and despair of the most deprived individuals by contributing our part to the greater good. As the saying goes, 'Little streams make big rivers."

Those situations include access to food, water, healthcare, housing, education, and support for the environment. The Foundation already has fundraising schemes in progress for projects in India,

Peru, Madagascar, Lebanon, Indonesia, and even Switzerland itself, where the goal is to improve access to healthcare in the rural Vallée de Joux.

The Dufour Foundation says that they hope the establishment of the foundation will be the start of a "passionate human and philanthropic journey that we hope will make a positive difference in the world." They are encouraged in the knowledge that they know they have "loyal customers and watchmaking friends... who could provide valuable aid in this endeavor" and they also "are convinced that, together, we can make a significant difference in the lives of those in need of our help."

# THE GOALS OF THE PHILIPPE & ELISABETH DUFOUR FOUNDATION

- Helping people in emergency and disadvantaged situations.
- Participation in the construction and renovation of hospital structures, equipment, and materials.
- Participation in environmental projects to preserve ecosystems.
- Supporting the education and learning of people in precarious situations.
- To support artisans who pass on their art to younger generations.
- Participating in the preservation of the material and immaterial heritage of artisanal art.

# THE PHILIPPE & ELISABETH DUFOUR 基金會







2023年6月3日,享譽全球的獨立製錶師Philippe Dufour在汝拉山谷Hôtel des Horlogers舉行75歲生日派對,並宣佈成立Philippe and Elisabeth Dufour基金會。引用Dufour夫婦的話,成立這個非牟利基金會的目的,乃協助解決迫切的人道主義問題。Dufour夫婦認為:

「我們可以透過幫助、給予和支持為身處困境的人帶來希望和安慰。我們必需謹記,即使是看似不起眼的行動也能對他人的生活產生正面影響。作為人類,我們應當對弱勢群體有同理心和同情心,並想方設法在他們的日常生活中給予幫助和支持。我們希望成立一個慈善基金會,為世界即將面臨的重大挑戰作好準備。不論是人道主義、環境、教育,還是公共衛生問題都迫在眉睫。縱然我們無法解決所有問題,但仍熱切希望盡我們所能,通過貢獻自己的一份力量,減輕最貧困人們的痛苦和絕望。正如俗語所云「涓涓細流匯成大海」。」

這些情況包括獲得食物、水、醫療保健、住屋、教育和 對環境的支持。基金會已開始為印度、秘魯、馬達加斯 加、黎巴嫩、印尼等地的項目籌款,當中亦包括瑞士本 土、改善汝拉山谷農村地區醫療條件的項目。

Dufour夫婦表示,希望基金會的成立將成為「充滿熱情的人類和慈善之旅」的開端,並為這個世界帶來正面改變。他們深知自己擁有「忠實的顧客和製錶界的朋友……可以為他們的慈善事業提供實貴協助」,因而備受鼓舞,Dufour夫婦亦深信,「通過共同努力,可以為需要幫助的人帶來生活上的重大改變」。

### PHILIPPE & ELISABETH DUFOUR 基金會的目標:

- 幫助處於緊急情況和處境不利的人。
- 參與醫院結構、設備和材料的建設和改造
- 參與保護生態系統的環保計劃
- 為處境不穩定的人們提供教育和學習支援。
- 支持工匠將他們的手藝傳授給年輕一代。
- ·參與保護手工藝的物質和非物質遺產





### PHILIPPE DUFOUR-THE MAN

Regarded as a living legend, and without doubt one of the most revered ambassadors for the very best independent watchmaking, Philippe Dufour's philosophy of "no compromise, no limit" has been the guiding star of his 45-year career as an independent watchmaker. Indeed, it would perhaps be more accurate to describe Philippe Dufour's devotion to the design and creation of wristwatches as a vocation, a natural calling to which he has devoted his life and in so doing has made an incalculable contribution to the advancement of the art and craft of high-precision watchmaking.

For Philippe Dufour, perfection is paramount, in his workshop in the village of Solliat in the Vallée de Joux, each watch is made entirely by hand, often with traditional vintage hand tools, to the most exacting standards of craftsmanship imaginable. Every watch is directly commissioned by the client and with a total output of only 15 to 18 watches per year, a Philippe Dufour wristwatch represents a complex mechanical masterpiece that presents the very definition of true luxury, its design an aesthetic holy grail of simplicity.

Born in Switzerland in 1948, Philippe Dufour graduated from the Ecole d'Horlogerie de la Vallée de Joux in 1967 and in the same year was employed by Jaeger-LeCoultre. However, his personal horological journey followed in the footsteps of several of the great modern watchmaking geniuses including George Daniels and François Paul Journe, by the repair and restoration of antique pocket watches. Such was his reputation for excellence that in 1982, Philippe Dufour was commissioned by Audemars Piguet to create five Grande Sonnerie pocket watch movements, the last of which was delivered in 1988.

A year later, using his mastery of the Grande Sonnerie complication, Philippe Dufour began the wristwatch that was to be a pivotal moment in the recognition of his supreme watchmaking talent and

in the establishment of the Philippe Dufour brand. This seminal wristwatch was the first in the world to be successfully fitted with a Grande and Petite Sonnerie minute repeater movement, one of the most challenging of all watch complications for a watchmaker to construct and, within the confined space of a wristwatch case, quite unprecedented. Borne of the desire to create something that had never been achieved before, after two and a half years in the making, the Grande Sonnerie was presented at Baselworld in 1992.

Following the success of that extraordinary world's first, Philippe Dufour developed and made yet another. His next wristwatch model, christened 'Duality' was launched in 1996 and was the first wristwatch to have a double escapement. The movement is constructed with two balance wheels compensated with a central differential gear, a system based on the principle that the differential averages out the errors between the two escapements and reduces potential errors by half. Only nine examples of 'Duality' were ever made.

At Baselworld in 2000, Philippe Dufour introduced the model that is perhaps best known to collectors, 'Simplicity'. A distillation of Mr. Dufour's endless quest for perfection, the model was originally created to satisfy the high demand for his watches in Japan, it is the only current production model. Around 200 have so far been made in either gold or platinum and it is in such demand that no more orders can be fulfilled.

Philippe Dufour was unanimously awarded the 2013 Special Jury Prize at the Grand Prix d'Horlogerie de Genève. Following this exceptional honour, he was invited to become one of the members of the Jury where his decades of experience at the very highest levels of watchmaking make his contribution invaluable.





### 製錶大師 PHILIPPE DUFOUR

毫無疑問,Philippe Dufour是其中一位最受尊崇的 頂尖獨立製錶大使,亦被視為活著的傳奇,其「不妥協,不設限」的理念一直是他45 年獨立製錶師職業 生涯的指路明燈。將Philippe Dufour對腕錶設計和 創作的執著視為一種天職或許更為準確,他將畢生精 力投入其中,為高精密製錶藝術和工藝發展做出了不可估量的貢獻。

對於Philippe Dufour 來說,完美至關重要,在他位於汝拉山谷的索裡亞特(Solliat)工坊中,每枚腕錶均完全以手工製作,通常使用傳統的手工工具,以達至最嚴格的工藝標準。每枚腕錶均由客戶直接委託製作,每年的總產量僅為15至18枚。Philippe Dufour 腕錶代表著複雜的機械傑作,展現了真正奢華的定義,其設計更被視為簡約美學的典範。

Philippe Dufour在1948 年於瑞士出生,1967 年畢業於汝拉山谷鐘錶學院,同年受聘於積家 (Jaeger-LeCoultre)。 然而,他個人的鐘錶之旅追隨了 George Daniels和François Paul Journe等幾位 現代製錶天才的腳步,主要從事古董懷錶的修復工作。Philippe Dufour在1982 年已享負盛名,並獲愛 彼委託打造五枚Grande Sonnerie 懷錶機芯,最後 一枚於1988 年交付。

一年後,憑藉對大自鳴複雜功能的掌握,Philippe Dufour開始製作大自鳴腕錶,對於表彰其卓越製錶才華以及建立個人品牌而言均十分關鍵。這款開創性的腕錶是世界上首款成功搭載大自鳴和小自鳴三問報時機芯的腕錶,亦是對製錶師而言最具挑戰性的腕錶複雜功能之一,加上要安裝在錶殼的有限空間內,實屬史無前例的創舉。經過兩年半的製作,大自鳴腕錶於1992年的巴塞爾鐘錶展上亮相,達成Philippe Dufour創造出腕錶界前所未見作品的願望。

繼這項非凡的鐘錶創舉,Philippe Dufour 於 1996年再下一城,推出下一款名為「Duality」的腕錶。這是首款配備雙擒縱機構的錶款,機芯由兩個擺輪組成,並透過中央差速齒輪補償兩個擒縱機構之間的誤差,從而將潛在誤差減少一半。「Duality」的產量僅有9枚。

在 2000 年的巴塞爾鐘錶展上, Philippe Dufour 推出最為收藏家熟知的型號「Simplicity」。該型號是Dufour先生對完美追求的昇華,最初是為滿足日本市場對Philippe Dufour腕錶的高需求而創建,亦是目前唯一尚在生產的型號。迄今為止,品牌已製作了約 200 枚黃金或鉑金「Simplicity」腕錶,但由於需求量巨大,以至於無法滿足更多訂單。

Philippe Dufour 榮獲 2013 年日內瓦鐘錶大獎評審 團特別獎。在獲得這項非凡榮譽後,他更受邀成為評 審團成員之一。Philippe Dufour擁有數十年在最高 水準製錶的經驗,其對業界的貢獻實屬無可估量。





## Sold at Auction

### Philippe Dufour Grande & Petite Sonnerie Minute Repeater

Yellow gold, no. 1, Phillips Geneva, 5 & 7 November, 2021, lot 14, sold CHF 4,749,000.

黄金,編號1,日內瓦富藝斯, 2021 年 11 月 5 日至 7 日, 拍品編號 14 , 成交價 4,749,000 瑞士法郎。



White gold, no. 2, Christie's Geneva, 12 May 2008, lot 328, sold CHF 457,000.

白金,編號 2,日內瓦佳士得, 2008 年5月12日,拍品編號 328, 成交價 457,000 瑞士法郎。

Pink gold, no. 3, London auction via 'A Collected Man', 16 August 2021, sold US\$ 7,630,000. The most expensive independently made wristwatch ever sold.

紅金,編號3,2021 年 8 月 16 日 透過「A Collected Man」在倫敦出 售,售價 7,630,000 美元。有史以 來最昂貴的獨立製造腕錶。

### THE WRISTWATCHES OF PHILIPPE DUFOUR

Philippe Dufour has made only around 230 watches during the course of his long and illustrious career. Apart from certain individual special commissions, the wristwatches belong to one of three key models: Grande & Petite Sonnerie Minute Repeater; Duality and Simplicity. Each model was designed and made by the master himself with only minor workshop assistance. The importance and desirability of Philippe Dufour's wristwatches was underlined when a Grande & Petite Sonnerie Minute Repeater wristwatch had the distinction of being the most expensive independently made wristwatch ever to be sold publicly.

### **Grande & Petite Sonnerie Minute Repeater**

The first wristwatch to be made under the Philippe Dufour name, the Grande and Petite sonnerie minute repeater is, unsurprisingly, regarded by Mr. Dufour as one of his greatest achievements. Launched at BaselWorld in 1992 in four examples, one in each colour of gold and one in platinum, all with white enamel dials. A world first for a wristwatch, it catapulted Philippe Dufour immediately to the forefront of independent watchmaking. Fittingly for such an incredibly complicated wristwatch, in 1999 Mr. Dufour designed two further watches in the series with a completely transparent sapphire crystal dial in order to display the intricacy of the striking mechanism to maximum advantage. Remarkable for its user-friendly setting, a silent or strike mode can be employed with the slide at 12 o'clock, the slide at six o'clock provides the choice of either Grande or Petite sonnerie mode. In Grande sonnerie mode, the hours and quarters are struck at every hour and quarter. Petite sonnerie mode strike the hours and quarters only on the hour with only the quarters at the quarter hour.



### PHILIPPE DUFOUR 腕錶

Philippe Dufour 在其漫長而輝煌的職業生涯中僅製作了約 230 枚腕錶。 除了某些特別委託外,這些腕錶均屬於三個關鍵型號:Grande & Petite Sonnerie Minute Repeater、Duality 以及 Simplicity。每個型號皆由Philippe Dufour親自設計和製作,只有小部分需要工坊協助。 當 Grande & Petite Sonnerie 三問腕錶成為史上公開銷售最昂貴的獨立製造腕錶時,Philippe Dufour 腕錶的重要性和吸引力亦得以彰顯。

### Grande & Petite Sonnerie 三問錶

Grande and Petite Sonnerie 三問錶是首款以 Philippe Dufour 名義製造的腕錶,Dufour 先生亦視之為最偉大的成就之一。在1992年的巴塞爾鐘錶展上推出了四枚腕錶,包括每種金屬顏色各一枚以及一枚鉑金版本,全部均配有白色琺瑯錶盤。作為業界中前所未見的作品,此錶款成功令Philippe Dufour立即躋身獨立製錶業的最前沿。1999年,Dufour先生為該系列設計了兩款腕錶,配備完全透明的藍寶石水晶底盤,以最大限度地展示報時裝置,完美突顯這款腕錶的複雜性。本錶亦憑藉其簡易的設定方式而獲得關注;12點鐘位置的滑桿可調校靜音或報時模式,6點鐘位置的滑桿則用以選擇大自鳴或小自鳴模式。在大自鳴模式下,每個小時和刻鐘都會發出小時和刻鐘鳴聲。小自鳴模式僅在整點報時,並在刻鐘報刻。



### **Duality**

Another world first, 'Duality' was the first wristwatch to incorporate twin escapements linked by a differential system. The philosophy behind the Duality was to make a watch of stunning visual simplicity yet housing a highly sophisticated movement designed, not as an eye-catching novelty, but a serious high-precision movement that had a direct effect upon the watch's timekeeping performance. Only 9 examples of the Duality were ever made.

### Duality

「Duality」是第一款採用差速系統連接的雙擒縱機構腕錶,亦是 Philippe Dufour另一項鐘錶界的創舉。 Duality 背後的理念是製造一 款以視覺簡潔性取勝的腕錶,但並非虛有其表;它同時搭載高度複雜機 芯,直接影響腕錶的走時性能。 Duality 的總產量僅有 9枚。

### **Simplicity**

Simplicity's pure and minimalist design followed closely that of Duality. A tour-de-force of haute horlogerie finishing, 'Simplicity' is a time-only wristwatch that was first conceived for the Japanese market. It is the only Philippe Dufour wristwatch still being made today, although the order book is now full.

### **Simplicity**

Simplicity 沿用Duality純粹簡約的設計。它是一款專為日本市場而設計的腕錶,亦是高級鐘錶工藝的傑作。儘管已停止接受新訂單,但此錶款是當今唯一仍在生產的 Philippe Dufour 腕錶。

## **Sold at Auction**

### **Simplicity**

Pink gold, no. 11, Phillips Hong Kong, 29 November, 2016, lot 1090, sold HK\$ 2,000,000.

紅金,編號11,香港富藝斯, 2016年11月29日,拍品編號1090, 成交價200萬港元。

Pink gold no.14, Sotheby's Hong Kong, 5 April 2023, lot 2177, HK\$ 6.350.000.

紅金,編號14,香港蘇富比, 2023年4月5日,拍品編號2177, 成交價6,350,000港元。

Pink gold, 'Simplicity 20th Anniversary', no.00/20, Phillips Geneva, 8 November 2020, lot 206, sold CHF 1,361,000.

紅金,「Simplicity 20th Anniversary」編號 00/20,日內瓦富藝斯, 2020年11月8日,拍品編號 206,成交價 1,361,000 瑞士法郎。



White gold, no. 167, Sotheby's Hong Kong, 5 October 2022, lot 2178, sold HK\$ 7.308,000.

白金,編號167,香港蘇富比, 2022年10月5日,拍品編號2178, 成交價7,308,000港元。

White gold, no. 168, Christie's Hong Kong, 23-25 November 2019, lot 2289, sold HK\$2,062,500.

白金,編號168,香港佳士得, 2019年11月23-25日,拍品編號2289, 成交價2.062.500港元。

### Duality

Platinum, no.00, Phillips New York, 26 October 2017, lot 47, sold US\$ 915,000.

鉑金,編號 00,紐約富藝斯, 2017 年 10 月 26 日,拍品編號 47, 成交價 915,000 美元。

17





# DUFOUR

Horlogerie compliquée

Nowing watch was produc my workshop in Le Soll pitzerland). T guarentee vatch against any











.2402

## **WIDO DE MARVAL**

維多・德・馬瓦爾

B. 1977

Philippe Dufour à la fenetre Philippe Dufour 在窗邊

Signed with seal (lower right and on the reverse)

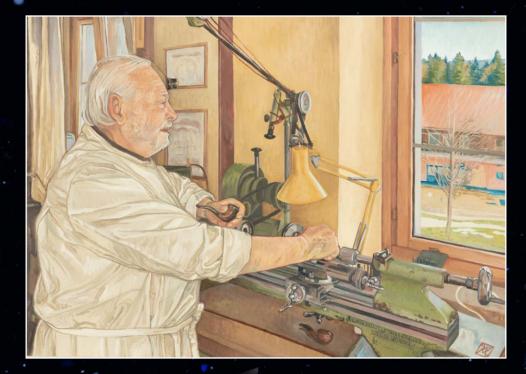
Canvas

65 x 92 cm.

With a letter from the artist explaining his inspiration of his creation

HK\$4,000-8,000

19\$500-1000





Born of a Scottish mother, who's very open to the world and active in the fields of health and a Swiss father, traveler too and expert in many cultural fields, co-author of several exhibitions on Asian cultures in Switzerland and France, Wido de Marval is emancipated in an artistic environment, surrounded by art collections.

The global pandemic forces him to return to Switzerland in March 2020. Determined to continue his work as a portrait artist, Wido contacted Philippe Dufour. He then discovers an intact universe, sheltered in an old school in Solliat and finds the master at the window, observing the edge of the forest, his pipe in hand, leaning on his tower. Struck by this presence, this is how he decides to represent this living national treasure, in a moment of fleeting but perfect meditation, observing the woods in which he likes to recharge his batteries. "I painted this canvas with all the respect and reverence that I owe to this man."



Wido de Marval的母親是蘇格蘭人,她是一位對世界充滿好奇的旅行家,活躍於健康相關領域。Wido的父親是瑞士人,同樣是一名旅行家,擅長研究不同的文化領域,曾參與不少在瑞士和法國舉行的亞洲文化展覽。Wido de Marval自幼便沉浸在濃厚的藝術氣息之中。疫情迫使他於 2020 年 3 月返回瑞士。當時,決心繼續從事肖像畫創作的 Wido 聯繫了 Philippe Dufour。隨後,他在索里亞特的一所老學校裡,發現大師在窗前觀察森林的邊緣,手持煙斗,倚在塔上。他被眼前的景象所震撼,於是決定以這樣的方式來描繪這位活生生的國寶級人物:在短暫而完美的冥想時刻,透過觀察森林為自己充電。"我懷著對這位藝術家的所有尊重和崇敬畫了這幅畫。"

2403

# DEMIRTAS OZAN

(B 1992

A WOODEN ARMCHAI

100 cm. high, 63 cm. wide, 76 cm. deep

The seat, armrests and headrest are made of elm and the sticks and legs out of oak

HK\$20,000-40,000

US\$2.500-5.000



These chairs, like the watchmaking of the Valée de Joux, are from humble peasant origins but can be refined to a higher level of construction and finish. And we felt the Urushi lacquer would be a nice gesture to thank all the Japanese customers who supported his now famous line of Simplicity watches at it's launch, ensuring his career's success. Like all my chairs, the seat, armrests and headrest are made of elm and the sticks and legs out of oak. It is interesting to note that the seat is a single board and not multiple pieces glued together. Elm trees have become scarce and wide boards like this are now uncommon. As Philippe Dufour always says, we didn't invent anything. We only hope our chair makes for an interesting page in this story.

這些椅子就像汝拉山谷的製錶工藝一樣,出身於卑微的農民家庭,卻能在結構和做工上精益求精。我們認為,用Urushi漆面最能表達對日本顧客的謝意。他們在Philippe推出著名的Simplicity系列腕錶時給予大力支持,令Philippe的事業更上一層樓。和我所有的椅子一樣,座椅、扶手和頭枕皆以榆木製成;木棍和木腿則由橡木所製。值得注意的是,座椅是一塊單板,而不是將多塊木板粘合而成。現時,榆樹已越來越少,像這樣寬的木板已不多見。正如Philippe Dufour常說的那樣,我們未有發明任何東西,我們只希望這張椅子能成為故事中有趣的一頁。





All lots highlighted with red titles are offered "without reserve"





Canvas

Signed with artist signature and titled (on the reverse)

100 x 100 cm.

With Certificat d'Authenticite dated 2023

HK\$4,000-8,000

US\$500-1,000





"This painting represents the golden hand of this wonderful man who helps others thanks to his heart, his talent and his generosity. This is a perfect moment that gives us the opportunity to be caring beings. The wheels of life sometimes are so simple when a spark of love can move them forward. I am proud to be part of this process which helps the foundation to bring happiness to any children who needs it. This is not an ordinary painting, but a representation that brings love and support to these beings of light. Thanks to Philippe and Elisabeth for their positive energies. Time passes to give love and attention to others, I am grateful to this golden hand that holds time and happiness."

我由衷感謝PHILIPPE & ELISABETH DUFOUR基金會,為我提供這個如此珍貴的機會。這幅畫代表PHILIPPE DUFOUR的金手,憑藉自己的愛心、才華和慷慨地幫助他人,亦讓我們可藉此機會傳播愛心和能量。生命之輪的 本質便是如此簡單,憑藉愛的力量便能向前推進。我很自豪能夠參與這個過程,幫助基金會為有需要的孩子帶來幸 福。這並非一幅普通的畫作,而是代表基金會為孩子所帶來的愛和光明,以及對這種善舉的支持。



# HRISTOF MONNIN DIT GRANGIL

Signed with artist signature (lower left)

Canvas

116 x 89 cm.

With Certificat d'Authenticite dated 2023

HK\$4,000-8,000

US\$500-1,000



Christof Monnin, multi-faceted artist, painter but also author, composer and performer was born in 1968 in Montbéliard, France. He made his debut in painting at the age of 7 where he obtained his first prizes. Quickly spotted by international merchants. Quickly spotted by international merchants, he is presented in more than 400 gal-

"I wanted a canvas in relief with asperities, holes representing the accidents of life, nothing smooth or flat because life offers us the good of joy but also pains, sorrows, tears. This is what the relief of my canvas represents but also surrounded by these watches that define the time that passes and that never stops. I associated Dufour watches to show that despite the vagaries of life, despite the doubt, the Philippe & Elisabeth Dufour Foundation puts its time at the service of others and that despite the needles of their watches that are constantly spinning, they put all their energy into making the lives of disadvantaged people sweeter and help them get through these difficult times by keeping a smile on their face and allowing them to believe in better days."

1968年出生於法國蒙貝利亞爾的Christof Monnin 是一位多才多藝的藝術家和畫家,同時也是作家、作曲家和 表演家。7歲那年,他首次接觸繪畫並獲得一等獎。他的才華很快便被國際商人發現,其作品曾在 28 個國家多達 400 多家畫廊中展出。作為一位充滿善心的藝術家,他積極參與國內外的慈善活動,支援弱勢群體、遺傳性疾病 患者及法國的愛心食堂。他擅長用刀作畫,其作品展現出熾熱的活力。

「我想要一幅浮雕畫布,上面凹凸不平的孔洞代表生活中的意外。沒有一幅畫布是完全光滑和平坦的,因為生活 給我們帶來歡樂,但同時伴隨痛苦、悲傷和淚水。這就是畫布上浮雕所代表的東西,但它同時被這些時計所包圍。 它們代表着流逝且永不停止的時間。我將此與Dufour的腕錶聯繫在一起,表明儘管生活變幻無常,Philippe & Elisabeth基金會還是堅持將時間投入於慈善服務之中,儘管他們鐘錶上的指針不斷旋轉,但他們依然將所有的精 力投入於弱勢群體服務上,幫助他們度過困難時期,讓他們臉上保持微笑,讓他們相信美好的日子將會到來。」





All lots highlighted with r s are offered "without reserve

are offered "without reserve" All lots highlighted with a



. 2406

# CHRISTOF MONNIN DIT GRANGIL

(R 1968

JF de dos, Bouquet Fleurs + Texte

Canvas

Signed with artist signature (lower left)

100 x 100 cm.

With Certificat d'Authenticite dated 2023

HK\$4,000-8,000 US\$500-1,000





2407

# CHRISTOF MONNIN DIT GRANGIL

克里斯托夫・莫寧・伊特・格蘭吉爾

坐著的JF

Canvas

Signed with artist signature (lower left)

100 x 100 cm.

With Certificat d'Authenticite dated 2023

HK\$4,000-8,000 US\$500-1,000





· 2408

# **CHRISTOF MONNIN DIT GRANGIL**

克里斯托夫・莫寧・伊特・格蘭吉爾

(B. 196)

J-F Miroi

Signed with artist signature (lower right)

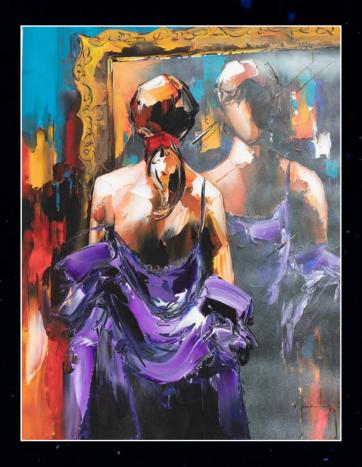
Canvas

116 x 89 cm.

With Certificat d'Authenticite dated 2023

HK\$4,000-8,000

19\$500-1000









. 2409

# CHRISTOF MONNIN DIT GRANGIL

克里斯托夫・莫寧・伊特・格蘭吉爾

B. 1968

Clown peint clown

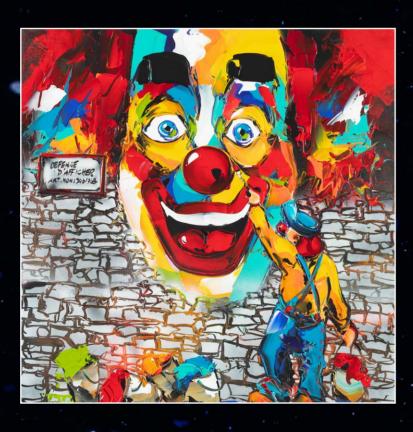
Canvas

100 x 100 cm.

With Certificat d'Authenticite dated 2023

HK\$4,000-8,000

US\$500-1,000



2410

# **CHRISTOF MONNIN DIT GRANGIL**

克里斯托夫・莫寧・伊特・格蘭吉爾

B. 1968)

Creation "Philippe Dufour "Philippe Dufour" 創作

Signed with artist signature (lower left)

Canvas

100 x 100 cm.

With Certificat d'Authenticite dated 2023

HK\$4,000-8,000

19\$500-1000











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- 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 preregistration 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 preregistration 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 timefor 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.

#### **ENOUIRIES**

For further details, please contact our Client Services Department at + 852 2760 1766 or visit www.christies.com/highvaluelots.

## 高額拍賣品預先登記

如閣下擬競投高額拍賣品(即佳士得二十世紀及當代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營記後,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 得恕不接受第三方代付之款項。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, 並對閣下具約東力。雖然本公司將安排於拍賣 取退資保證金,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 有關點質不作保證。

- 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。

### 杳詢

如欲了解詳情,請致電 + 852 2760 1766 與本公司客戶服務部聯絡或瀏覽 www.christies.com/ highyaluelots。

### 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** (∆ symbol), Christie's acts as agent for the seller.

### A BEFORE THE SALE 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 part 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-

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 indepth 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

(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 WITHDRAWAI

### 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

### B REGISTERING TO BID

## 1 NEW BIDDERS(a) If this is your first time bidding at Christie's

in paragraph H2(g).

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

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

(ii) for corporate clients: Your Certificate of Incorporation or equivalent document(s) showing your name and registered address, photo ID copy of the authorized bidder, letter of authorization duly signed by legal representative and, where applicable, chopped with company stamp and together with documentary proof of directors and beneficial owners; (iii) for trusts, partnerships, offshore companies and other business structures, please contact us in advance to discuss our requirements.

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

### 2 RETURNING BIDDERS

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

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

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

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

you to bid for him/her

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

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

(ii) you will make such documentation and records evidencing your due diligence promptly available for immediate inspection by an independent 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

### (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

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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 accent hids 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 hid online with Christie's LIVET As well as these Conditions of Sale, internet bids are governed by the Christie's LIVE™ terms of use which are available on https://www.christies.com/ LiveBidding/OnlineTermsOfUse.aspx

#### (C) WRITTEN BIDS

You can find a Written Bid Form at the back of our catalogues, at any Christie's office or by choosing the sale and viewing the lots online at www.christies. com 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 hid we received first

### 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 hid 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 0 .

### 3 AUCTIONEER'S DISCRETION

The auctioneer can at his sole option:

(a) refuse any bid:

(h) move the bidding backwards or forwards in any way he or she may decide, or change the order of the

### (c) withdraw any lot:

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

(f) in the case of error or dispute related to bidding and whether during or after the auction, continue the hidding determine the successful hidder 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), F(2)(i), F(4) and J(1).

### 4 BIDDING

### The auctioneer accepts bids from:

(a) hidders in the saleroom:

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

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

### 5 BIDDING ON BEHALF OF THE SELLER

The auctioneer may, at his or her sole option, bid on behalf of the seller up to but not including the amount of the **reserve** either by making consecutive bids or by making bids in response to other bidders. The auctioneer will not identify these as bids made on behalf of the seller and will not make any bid on behalf of the seller at or above the reserve. If lots are offered

without reserve, the auctioneer will generally decide to open the bidding at 50% of the low estimate for the lot. If no bid is made at that level, the auctioneer may decide to go backwards at his or her sole ontion 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 ontion where the hidding should start and the hid 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, and 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 SUCCESSEUL 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 hid. 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

### 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 26% 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.

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 buver'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.

### SELLER'S WARRANTIES

For each lot, the seller gives a warranty that the seller: (a) is the owner of the lot or a joint owner of the lot acting with the permission of the other co-owners or. if the seller is not the owner or a joint owner of the lot, has the permission of the owner to sell the lot, or the right to do so in law; and

(b) has the right to transfer ownership of the lot to the buyer without any restrictions or claims by anyone else. If either of the above warranties are incorrect, the seller shall not have to pay more than the purchase price (as defined in paragraph F1(a) below) paid by you to us. The seller will not be responsible to you for any reason for loss of profits or business, expected savings, loss of opportunity or interest, costs, damages, **other damages** or expenses. The seller gives no warranty in relation to any lot other than as set out above and as far as the seller is allowed by law, all warranties from the seller to you, and all other obligations upon the seller which may be added to this agreement by law, are excluded.

#### 2 OUR AUTHENTICITY WARRANTY

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

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

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

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

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

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

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

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

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

(i) give us written notice of your claim within 5 years of the date of the auction. We may require full details and supporting evidence of any such claim:

(ii) at Christie's option, we may require you to 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

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

(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.

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

(a) This additional **warranty** does not apply to:

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

(ii) drawings, autographs, letters or manuscripts. signed photographs, music, atlases, maps or periodicals:

(iii) hooks not identified by title-

(iv) lots sold without a printed estimate:

(v) books which are described in the catalogue as sold not subject to return; or

(vi) defects stated in any condition report or 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 ms of Christie's authenticity warranty, provided that the original buyer gives us written notice of the claim within twelve (12) months of the date of the auction. We may require full details and supporting evidence of any such claim. Such evidence must be satisfactory to us that the lot is a forgery in accordance with paragraph E2(h)(ii) above and the lot must be returned to us in accordance with E2h(iii) above. Paragraphs E2(b), (c), (d), (e), (f) and (g) and (i) also apply to a claim under these categories

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

In these categories, paragraph E2 (b) - (e) above shall be amended so that where no maker or artist is identified, the  $\mbox{\sc authenticity}$  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 F2 (h) - (e) above shall be read as references to both the **Heading** and the **Subheading**.

### F PAYMENT

#### HOW TO PAY

(a) Immediately following the auction, you must pay

the purchase price being: the hammer price; and

(ii) the buyer's premium; and

(iii) 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:

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

You must make payments to:

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.

We accept cash subject to a maximum of HKD80,000

per buyer per year at our Post-Sale Services Department only (subject to conditions). (v) Banker's draft

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

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

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

#### 2 TRANSFERRING OWNERSHIP TO YOU

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

#### 3 TRANSFERRING RISK TO YOU

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

(b) At the end of the 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, publically or privately on such terms we shall think necessary or appropriate. in which case you must pay us any shortfall between the purchase price and the proceeds from the resale. You must also pay all costs, expenses, losses, damages and legal fees we have to pay or may suffer and any shortfall in the seller's commission on the resale:

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

(iv) we can hold you legally responsible for the 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 partpayment which you have paid to us): (vi) we can, at our option, reveal your identity and

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

(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).

For information on collecting lots, please contact Christie's Post-Sale Services Department on +852 2760 1766 / Email: postsaleasia@christies.com

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

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

### H TRANSPORT AND SHIPPING

### 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 vou 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 postsaleasia@christies.com. We will take reasonable care when we are handling, packing, transporting and shipping a lot. However, if we recommend another company for any of these purposes, we are not responsible for their acts, failure

### 2 FXPORT AND IMPORT

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

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

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

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

### (c) Lots made of protected species

Lots made of or including (regardless of the percentage) endangered and other protected species of wildlife are marked with the symbol - in the catalogue. This material includes, among other things, ivory, tortoiseshell, crocodile skin, rhinoceros horn, whalebone, certain species of coral, and rosewood.

You should check the relevant customs laws and regulations before bidding on any lot containing wildlife material if you plan to import the lot into another country. Several countries refuse to allow you to import property containing these materials, and some other countries require a licence from the relevant regulatory agencies in the countries of exportation as well as importation. In some cases, the lot can only be shipped with an independent scientific confirmation of species and/or age and you will need to obtain these at your own cost. If a **lot** contains elephant ivory, or any other wildlife material that could be confused with elephant ivory (for example mammoth ivory, walrus ivory, helmeted hornbill ivory), please see further important information in paragraph (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

As a convenience to buyers, Christie's indicates under the title of a **lot** if the **lot** originates from Iran (Persia). Some countries prohibit or restrict the purchase and/or import of Iranian-origin property. It is your responsibility to ensure you do not bid on or import a lot in contravention of any sanctions. trade embargoes or other laws that apply to you. For example, the USA prohibits dealings in and import of Iranian-origin "works of conventional craftsmanship" (such as carnets textiles decorative objects and scientific instruments) without an appropriate licence. Christie's has a general OFAC licence which, subject to compliance with certain conditions, may enable a buyer to import this type of **lot** into the USA. If you use Christie's general OFAC licence for this purpose, you agree to comply with the licence conditions and provide Christie's with all relevant information. You also acknowledge that Christie's will disclose your personal information and your use of the licence to

### (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  $\Psi$  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

(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.

#### OTHER TERMS

### 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<sup>TM</sup> 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**. If you are a resident of California you can see a copy of our California Consumer Privacy Act statement at <a href="https://www.christies.com/about-us/contact/ccpa">https://www.christies.com/about-us/contact/ccpa</a>.

### 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**. Sales totals are **hammer price** plus **buyer's premium** and do not reflect costs, financing fees, or application of buyer's or seller's credits. We regret that we cannot agree to requests to remove these details from **www.christies.com**.

#### K GLOSSARY

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

(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 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 F2

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

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

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

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

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

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

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

**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△標示), 佳士得為賣方的代理人。

### A. 拍賣之前

- 1. **拍賣品**描述
- (a) **目錄描述**部分使用的某些詞匯有特殊意義。詳情請見構成條款部分的重要通知及目錄編列方法之說明。對目錄內的標識的解釋,請見本目錄內"本目錄中使用的各類標識"。
- (b) 本公司在本目錄中對任何拍賣品的描述,拍賣品狀况報告及其它陳述(不管是口頭還是書面),包括拍賣品性質或狀況、藝術家、時期、材料、概略尺寸或來源均屬我們意見之表述,而不應被作為事實之陳述。我們不像專業的歷史學家及學者那樣進行深入的研究。所有的尺寸及重量僅為粗略估計。
- 2. 對於**拍賣品**描述佳士得所負的責任 我們不對**拍賣品**的性質提供任何保證,除了 下述第 E2 段的**真品保證**以及第 I 段另有約 定。

### 3. 狀况

- (a) 在我們拍賣會上拍賣的拍賣品狀况可因年代、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况以"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,圖片可能不會清晰展示出拍賣品。拍賣品的色彩和明暗度在印刷品或屏幕上看起來可能到實體檢查時的情况不同。狀況報告為免費提供,僅作為指引。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、狀況報告提供了我們的僱員不是專修復或維護人員。出於這個原因,他尋案修復或維護人員。出於這個原因,他尋求的專業意見。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**狀况**。我們建議您 從專業修復人員或其它專業顧問那裏索 取意見。 (b) 拍賣之前的檢視免費向公衆開放。在拍 賣之前的檢視或通過預約,我們的專家 可在場回答問題。

### 5. 估價

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

### 6. 撤回

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

### 7. 珠

- (a) 有色寶石(如紅寶石、藍寶石及綠寶石) 可能經過處理以改良外觀,包括加熱及 上油等方法。這些方法都被國際珠寶行 業認可,但是經處理的寶石的硬度可能 會降低及/或在日後需要特殊的保養。
- (b) 所有類型的寶石均可能經過某些改良處理。如果某件**拍賣品**沒有報告,您可以在拍賣日之前至少提前三周向我們要求寶石鑒定報告,報告的費用由您支付。
- (c) 我們不會為每件拍賣的寶石拿取鑒定報告。若我們有從國際認可的寶石鑒定實驗室取得鑒定報告,我們會在目錄中提及。從美國寶石鑒定實驗室發出的鑒定報告會描述對寶石的改良或處理。歐洲寶石鑒定實驗室的報告僅在我們要求的時候,才會提及對寶石的改良及處理。因各實驗室使用方法和技術的差異,對某寶石是否處理過、處理的程度或處理是否為永久性,都可能持不同意見。寶石鑒定實驗室僅對報告作出日之前實驗室所知悉的改進及處理進行報告。
- (d) 對於珠寶銷售來說,**估價**是以寶石鑒定報 告中的信息為基礎,如果沒有報告,就會 認為寶石可能已經被處理或提升過。

### 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**任何鐘錶的任何個別零部件都是 原裝。被陳述為"關聯"字樣的錶帶不 是原裝錶的部分,可能不是**真品**。拍賣 的鐘可能跟隨沒有鐘擺、鐘錘或鑰匙出 售。
- (b) 收藏家等級的鐘錶經常有非常精細複雜的機械構造,可能需要一般保養服務、更換電池或進一步的修理工作,而這些都由買方負責。我們不保證每一隻鐘錶都是在良好運作狀態。除非目錄中有提及,我們不提供證書。

(c) 大多數的錶都被打開過查看機芯的型號 及質量。因為這個原因,帶有防水錶殼 的錶可能不能防水,在使用之前我們建 議您讓專業鐘錶師事先檢驗。

手錶及錶帶的拍賣及運送方面的重要信息 請見第 H2(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,以給我們足够的時間來處理及批准您的登記。我們有權單方面不允許您登記成為競投人。您需提供以下資料:
  - (i) 個人客戶:帶有照片的身份證明(駕 照執照、國民身份證或護照)及(如 果身份證文件上沒有顯示現時住址 資料)現時住址證明,如:用事業 帳單或銀行月結單。
- (ii) 公司客戶:顯示名稱及註冊地址的 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。如果您過去兩年中沒有從我們的拍賣會成功投得**拍賣品**,或者您本次擬出價金額高於過往,請聯繫我們的投標部:+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/或反恐怖主義財政審查,我們可能會不允許您登記競投,而如果您成功投得**拍賣品**,我們可能撤銷您與賣方之間的買賣合約。佳士得有權單方面決定所須的身份證明文件類別,作為滿足我們對競投者身份及登記手續的要求。

### 4. 代表他人競投

- (a) 作為授權競投人:如果您代表他人競投, 在競投前,委託人需要完成以上的登記 手續及提供已簽署的授權書,授權您代 表其競投。
- (b) 作為隱名委托人的代理人:如果您以代理人身份為隱名委托人(最終的買方)

進行競投,您同意承擔支付購買款項和 所有其他應付款項的個人責任。並且, 您保證:

- (i) 您已經根據所有適用的反洗黑錢及 制裁法律對**拍賣品**的最終的買方進 行必要的客戶盡職調查,同意我們 依賴該盡職調查。並且,您將在不 少於5年的期間裏保存證明盡職調 查的文件和記錄。
- (ii) 您在收到我們書面要求後可以將證明盡職調查的文件和記錄立即提供 給獨立第三方審計人員即時查閱。 我們不會向任何第三方披露上述文 件和記錄,除非(1)它已經在公共 領域存在,(2)根據法律要求須被披露,(3)符合反洗黑錢法律規定。
- (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,競投人同意就繳付購買款項和 所有其他應付款項負上個人法律責任。

### 5. 親自出席競投

如果您希望在拍賣現場競投,必須在拍賣舉行前至少30分鐘辦理登記手續,並索取競投號碼牌。如需協助,請聯繫客戶服務部: +85227601766。

### 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,並可以在佳士得微信小程式中做出申請。佳士得只會在能夠安排人員協助電話競投的情况下接受電話競投。估價低於港幣 30,000 元之拍賣品將不接受電話競投。若需要以英語外的其他語言進行競投,須儘早在拍賣之前預先安排。電話競投將可被錄音。以電話競投即代表您同意其對話被錄音。您同意電話競投受業務規定管限。

### (B)在 Christie's LIVE™ 網絡競投

在某些拍賣會,我們會接受網絡競投。如需了解更多信息,請登入 https://www.christies.com/auctions/christies-live-on-mobile。如需網路競投,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標。如果您以書面競投一件沒有底價

的拍賣品,而且沒有其他更高叫價,我們會為您以低端估價的50%進行競投;或如果您的書面標比上述更低,則以您的書面標的價格進行競投。如佳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之最高出價,則該拍賣品售給最先送達其書面競投書給本公司之競投人。

### C. 舉行拍賣

### 1. 進入拍賣現場

我們有權不允許任何人士進入拍賣場地,參 與拍賣,亦可拒絕接受任何競投。

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

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

### 4. 競投

### **拍賣官**接受以下競投:

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

### 5. 代表賣方競投

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

### 6. 競投價遞增幅度

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

### 7. 貨幣兌換

拍賣會的顯示板,Christie's Live™ 和佳士 得網站可能會以拍賣場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

除非拍賣官决定使用以上 C3 段中的酌情權,拍賣官下槌即表示對最終競投價之接受。這代表賣方和成功競投人之間的買賣合約之訂立。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元以上之15%計算。

### .. 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。在任何情况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**,不論買方國籍或公民身份,均可能須支付基於**落槌**價,買方酬金和/或與拍賣品相關的其他費用而產生的州銷售稅或使用稅費。佳士得將根據法律要求收取銷售稅。適用銷售稅率由拍賣品將運送到的州分,縣,地點而决定。要求豁免銷售稅的成功競投人必須在提取拍賣品之前向佳士得提供適當文件。佳士得不須收取稅費的州分,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:

(a) 為**拍賣品**的所有人,或拍賣品的共有人

之一並獲得其他共有人的許可;或者,如果賣方不是**拍賣品**的所有人或共有人之一,其已獲得所有人的授權出售**拍賣品**或其在法律上有權這麽做;

(b) 有權利將拍賣品的所有權轉讓給買方, 且該權利不負擔任何限制或任何其他人 之索賠權。

如果以上任何**保證**不確實,賣方不必支付超過您已向我們支付的**購買款項**(詳見以下第F1(a) 段定義)的金額。賣方不會就閣下利潤上或經營的損失、預期存款、商機喪失或利息的損失、成本、賠償金、**其他賠償**或支出承擔責任。賣方不就任何拍賣品提供任何以上列舉之外的**保證**;只要法律許可,所有賣方對您做出的**保證**及法律要求加入本協議的所有其它賣方責任均被免除。

### 2 直品保證

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

- (a) 我們對在拍賣日後5年內提供的申索通知提供**真品保證**。此期限過後,我們不再提供**真品保證**。
- (b) 我們只會對本**目錄描述**第一行("標題")以大階字體注明的資料作出真品保證。除了標題中顯示的資料,我們不對任何標題以外的資料(包括標題以外的大階字體注明)作出任何保證。
- (c) 真品保證不適用有保留標題或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"重要通告及目錄編列方法之說明"內有保留標題的某些字眼。例如:標題中對"認為是…之作品"的使用指佳士得認為拍賣品可能是某位藝術家的作品,但是佳士得不保證該作品一定是該藝術家的作品。在競投前,請閱畢"有保留標題"列表及拍賣品的目錄描述。
- (d) **真品保證**適用於被**拍賣會通告**修訂後的 標題。
- (e) 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。此保證亦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。
- (f) 如果拍賣品只有通過科學鑒定方法才能 鑒定出不是真品,而在我們出版目錄之 日,該科學方法還未存在或未被普遍接 納,或價格太昂貴或不實際,或者可能 損壞拍賣品,則真品保證不適用。
- (g) 真品保證僅適用於拍賣品在拍賣時由佳 主得發出之發票之原本買方,且僅在申 索通知做出之日原本買方是拍賣品的唯 一所有人,且拍賣品不受其他申索權、 權利主張或任何其他制約的限制。此真 品保證中的利益不可以轉讓。
- (h) 要申索**真品保證**下的權利,您必須
  - (i) 在拍賣日後5年內,向我們提供書面的申索通知。我們可以要求您提供上述申索完整的細節及佐證證據;
  - (ii) 佳士得有權要求您提供為佳士得及 您均事先同意的在此**拍賣品**領域被

- 認可的兩位專家的書面意見,確認 該**拍賣品**不是**真品**。如果我們有任何疑問,我們保留自己支付費用獲 取更多意見的權利;及
- (iii) 自費交回與拍賣時**狀況**相同的**拍賣** 品給佳士得拍賣場。
- (i) 您在本真品保證下唯一的權利就是取消 該項拍賣及取回已付的購買款項。在任何情况下我們不須支付您超過您已向我 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。
- (j) 書籍。如果拍賣品為書籍,我們提供額 外自拍賣日起為期 14 天的保證,如經 校對後,拍賣品的文本或圖標存有瑕 疵,在以下條款的規限下,我們將退回 已付的購買款項:
  - (a) 此額外**保證**不適用於:
    - (i) 缺少空白頁、扉頁、保護頁、廣 告、及書籍鑲邊的破損、污漬、 邊緣磨損或其它不影響文本及 圖標完整性的瑕疵;
    - (ii) 繪圖、簽名、書信或手稿;帶有 簽名的照片、音樂唱片、地圖 冊、地圖或期刊;
    - (iii) 沒有標題的書籍;
    - (iv) 沒有標明**估價**的已出售**拍賣品**;
  - (v) 目錄中表明售出後不可退貨的 書籍;
  - (vi) **狀况**報告中或拍賣時公告的瑕疵。 (b) 要根據本條規定申索權利,您必須在拍賣後的14天內就有關瑕疵提交書面通知,並交回與拍賣時**狀況**相同的**拍賣品**給當時進行拍賣的佳士得拍賣行。
- (k) 東南亞現代及當代藝術以及中國書畫。 真品保證並不適用於此類別拍賣品。目前學術界不容許對此類別作出確實之說明,但佳士得同意取消被證實為贗品之東南亞現代及當代藝術以及中國書畫拍賣品之交易。已付之購買款項則根據佳士得真品保證的條款退還予原本買方,但買方必須在拍賣日後12個月內,向我們提供書面的申索通知。我們可以要求您提供上述申索完整的細節及佐證證據。買方需按以上 E2(h)(ii) 的規定提供令佳士得滿意的證據,證實該拍賣品為贗品,及須按照以上 E2(h)(iii) 規定交回拍賣品給我們。E2(b),(c),(d),(e),(f),(g) 和(i) 適用於此類別之申索。
- (I) 中國、日本及韓國工藝品(中國、日本及韓國書畫、版畫、素描及珠寶除外)。 以上 E2(b) - (e) 在此類別拍賣品將作修改如下。當創作者或藝術家未有列明時,我們不僅為標題作出真品保證,並會對本目錄描述第二行以大階字體注明的有關日期或時期的資料提供真品保證("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**;和
  - (ji) **冒方酬金**;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。即 使您欲將**拍賣品**出口且需要出口許可 證,您也必須立即支付以上款項。
- (c) 在香港佳士得購買的**拍賣品**,您必須按 照發票上顯示的貨幣以下列方式支付:
  - (i) 佳士得通過"MyChristie's"網上賬戶為客人提供查看發票、付款及運送服務。您可直接登錄查詢(如您還未註冊線上賬戶,請登錄www.christies.com/MyChristies進行註冊)。本服務適用於大多數拍賣品,但仍有少數拍賣品的付款和運送安排不能通過網上進行。如需協助,請與售後服務部聯絡。
  - (ii) 電匯至: 香港上海匯豐銀行總行 香港中環皇后大道中1號 銀行編號:004 賬號:062-305438-001 賬 名:Christie's Hong Kong Limited
- 收款銀行代號:HSBCHKHHHKH (iii) 信用卡 在符合我們的規定下,我們接受各
- 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"持卡不公司每次拍賣接受總數不超過港外不在場"(CNP)的方式支付過過大大不公司每次拍賣接受總數不超過港不超過用於所有佳士得拍賣場,並受緊制。適用於所有佳士得的售後服務部集些限制。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 本公司毎年只接受每位買方總數不 超過港幣80,000元之現金付款(須 受有關條件約束);
- (v) 銀行匯票 抬頭請注明「佳士得香港有限公司」 (須受有關條件約束);
- (vi) 支票
- 抬頭請注明「佳士得香港有限公司」。支票必須於香港銀行承兌並 以港幣支付。
- (d) 支付時請注明拍賣號碼、發票號碼及客戶 號碼;以郵寄方式支付必須發送到:佳士 得香港有限公司,售後服務部(地址:香 港中環遮打道18號歷山大廈22樓)。
- (e) 如要瞭解更多信息,請聯繫售後服務 部。電話 +852 2760 1766 或發電郵至 postsaleasia@christies.com。

### 2. 所有權轉移

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

### 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

### 4. 不付款之補救辦法

- (a) 如果**到期付款日**,您未能全數支付**購買 款項**,我們將有權行使以下一項或多項 (及執行我們在 F5 段的權利以及法律 賦予我們的其它權利或補救辦法):
  - (i) 自**到期付款日**起,按照尚欠款項,收 取高於香港金融管理局不時公布的 三個月銀行同業拆息加 7% 的利息;
  - (ii) 取消交易並按照我們認為合適的條 件對拍賣品公開重新拍賣或私下重 新售賣。您必須向我們支付原來您 應支付的**購買款項**與再次轉賣收益 之間的差額。您也必須支付我們必 須支付或可能蒙受的一切成本、費 用、損失、賠償,法律費用及任何 賣方酬金的差額;
  - (iii) 代不履行責任的買方支付賣方應付 的拍賣淨價金額。您承認佳士得有 賣方之所有權利向您提出追討;
  - (iv) 您必須承擔尚欠之**購買款項**,我們 可就取回此金額而向您提出法律訴 訟程序及在法律許可下向您索回之 其他損失、利息、法律費用及其他 費田:
  - (v) 將我們或**佳士得集團**任何公司欠下 您之款項(包括您已付給我們之任 何保證金或部分付款)用以抵銷您 未付之款項;
  - (vi) 我們可以選擇將您的身份及聯繫方 式披露給賣方;
  - (vii) 在將來任何拍賣中,不允許您或您 的代表作出競投,或在接受您競投 之前向您收取保證金;
  - (viii) 在**拍賣品**所處地方之法律許可之 下,佳士得就您擁有並由佳士得管 有的**拍賣品**作為抵押品並以抵押品 持有人身份行使最高程度之權利及 補救方法,不論是以典當方式、抵 押方式或任何其他形式。您則被視 為已授與本公司該等抵押及本公司 可保留或售賣此物品作為買方對本 公司及賣方的附屬抵押責任;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 欠我們或其他**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 情况下,G(d)(iv) 段將適用。

### 5. 扣押**拍賣品**

如果您欠我們或其他**佳士得集團**公司款項, 除了以上 F4 段的權利,在法律許可下,我 們可以以任何方式使用或處置您存於我們或 其它**佳士得集團**公司的**拍賣品**。只有在您全 額支付欠下我們或相關佳士得集團公司的全 部款項後,您方可領取有關**拍賣品**。我們亦 可選擇將您的拍賣品按照我們認為適當的方

式出售。我們將用出售拍賣品的銷售所得來 抵銷您欠下我們的任何款項,並支付您任何 剩餘部分。如果銷售所得不足以抵扣,您須 支付差額。

### G 鐘錶之提取及食儲

- (a) 我們要求您在拍賣之後立即提取您購買 的拍賣品(但請注意,在全數付清所有 款項之前,您不可以提取拍賣品)。
- (b) 有關提取**拍賣品**之詳情,請聯繫售後服 務部。電話 +852 2760 1766 或發電郵 至: postsaleasia@christies.com。
- (c) 如果您未在拍賣完畢立即提取您購買的拍 賣品<sup>,</sup>我們有權將**拍賣品**移送到其他佳士 得所在處或其關聯公司或第三方倉庫。
- (d) 如果您未在拍賣後第三十個日曆日或之 前提取您購買的**拍賣品**,除非另有書面
  - (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 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 •
  - (v) 本段的任何內容不限制我們在 F4 段下的權利。

### H. 運送 1. 運送

運送或付運表格會與發票一同發送給您。您 須自行安排**拍賣品**的運送和付運事宜。我們 也可以依照您的要求安排包裝運送及付運事 宜,但您須支付有關收費。我們建議您在競 投前預先查詢有關收費的估價,尤其是需要 專業包裝的大件物品或高額品。應您要求,

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

我們也可建議處理員、包裝、運輸公司或有

### 2. 出口/進口

拍賣售出的任何**拍賣品**都可能受**拍賣品**售出 國家的出口法律及其他國家的進口法律限 制。許多國家就**拍賣品**出境要求出口聲明及 / 或就拍賣品入境要求進口聲明。進口國常 地法律可能會禁止進口某些**拍賣品**或禁止**拍 會品**在淮口國出售。

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。如果您被拒發許可證,或申請 許可證延誤,您仍須全數支付**拍賣品**的 價款。如果您提出請求,在我們能力範 圍許可內,我們可以協助您申請所需許 可證,但我們會就此服務向您收取費 用。我們不保證必能獲得許可證。如欲 了解詳情,請聯繫佳士得售後服務部, 電話: +852 2760 1766 或發郵件至 postsaleasia@christies.com o

(b) 你應負責支付與**拍賣品**出口或淮口有關 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) 含有受保護動植物料的拍賣品

由瀕臨絕種及其他受保護野生動植物製 造或組成(不論分比率)的**拍賣品**在本 目錄中註有[~]號。 這些物料包括但 不限於象牙、玳瑁殼、鱷魚皮、犀牛角、 鯨骨、某些珊瑚品種及玫瑰木。若您有 意將含有野生動物物料的任何**拍賣品**進 口至其他國家,您須於競投該**拍賣品**之 前了解有關海關法例和規定。有些國家 完全禁止含有這類物料的物品進口,而 其他國家則規定須向出口及入口國家的 有關管理機構取得許可證。在有些情況 下,拍賣品必須附有獨立的物種的科學 證明和/或年期證明,方能裝運,而您 須要自行安排上述證明並負責支付有關 的費用。如果一件**拍賣品**含有象牙或其 他可能和象牙相混淆的野生動物材料 (例如猛獁象牙,海象象牙和犀鳥象牙) 且您計劃將上述**拍賣品**進口到美國,請 查看 (d) 段中之重要信息。如果您無法 出口, 淮口該**拍賣品**或因仟何原因**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) 美國關於非洲象象牙的進口禁令

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

### (e) **源自伊朗的拍賣品**

為方便買方,佳士得在源自伊朗(波斯) 的拍賣品下方特別注明。一些國家禁止 或限制購買和/或進口伊朗原產的財產。 您有責任確保您的競標或您進口**拍賣品** 時不會違反任何制裁、貿易禁運或其他 有關適用條例。 例如,美國禁止在沒有 適當許可證的情況下交易和進口原產於 伊朗的"傳統工藝作品"(如地毯、紡 織品、裝飾品和科學儀器)。 佳士得 擁有 OFAC 的一般牌照,在符合某些 條件的情況下,買家可以將此類**拍賣品** 進口到美國。 如您使用佳士得的一般 OFAC 牌照作此用途,即表示您同意遵

守牌照條件,並向佳士得提供所有相關 信息。您亦確認佳士得會向 OFAC 披 露您的個人資料及您對牌照的使用。

### (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。

### (a) 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**Ψ**符號顯 示。這些錶帶只用來展示**拍賣品**並不作 銷售用途。在運送手錶到拍賣地以外的 地點前,佳士得會把上述錶帶拆除並予 以保存。買方若在拍賣後一年內親身到 拍賣所在地的佳士得提取,佳士得可酌 情免費提供該展示用但含有瀕危及受保 護動物物料的錶帶給買方。請就個別拍 賣品與相關部門聯絡

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 的最大程度下,所有由法律附加的保證及 其他條款,均被排除在本協議外。在 E1 段中的賣方保證是由賣方提供的保證,我 們對這些保證不負有仟何責仟。
- (b) (i) 除非我們以欺詐手段作出有欺詐成份 的失實陳述或在本業務規定中另有明確說 明,我們不會因任何原因對您負有任何責 任(無論是因違反本協議,購買**拍賣品**或 與競投相關的任何其它事項);和 (ii) 本公司無就任何**拍賣品**的可商售品 質、是否適合某特定用途、描述、尺寸、 質量、狀況、作品歸屬、真實性、稀有 程度、重要性、媒介、來源、展覽歷史、 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™、**狀况**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 仟。

### 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

### 2. 錄像

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

### 3. 版權

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

### 4. 效力

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

### 5. 轉讓您的權利及責任

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

### 6. 翻譯

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

### 7. 個人信息

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

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

### 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,接受香港法院之排他性管轄權,並同時 接納佳士得亦有權在任何其他司法管轄區提 出索償,以追討買方拖欠的任何款項。

10. www.christies.com 的報告

售出的拍賣品的所有資料,包括目錄描述及 價款都可在 www.christies.com 上查閱。 銷售總額為**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 情况。我們不能按要求將這些資料從 www. christies.com 網站上删除。

### K. 詞匯表

拍賣官:個人拍賣官和/或佳士得。

真品:以下所述的真實作品,而不是複製品 或贋品:

- (a) 拍賣品在標題被描述為某位藝術家、作 者或製作者的作品,則為該藝術家、作 者或製造者的作品
- (b) **拍賣品**在標題被描述為是某時期或流派 創作的作品,則該時期或流派的作品;
- (c) 拍賣品在標題被描述為某來源,則為該 **來源**的作品;
- (d) 以寶石為例,如拍賣品在標題被描述為 由某種材料製成,則該作品是由該材料 製成。

真品保證:我們在本協議 E2 段所詳述為拍 **曹品**提供的保證。

**買方酬金:**除了**落槌價**,買方支付給我們的 費田。

目錄描述:拍賣目錄內對拍賣品的陳述(包 括於拍賣場通過對有關陳述作出的任何更 改)。

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

**狀况:拍賣品**的物理**狀况**。

到期付款日:如第 F1(a) 段所列出的意思。 估價:目錄中或拍賣場通告中列明的我們認 為拍賣品可能出售的價格範圍。 低端估價指 該範圍的最低價;**高端估價**指該範圍的最高 價。**中間估值**為兩者的中間點。

**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 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。 **大階字體:**指包含所有的大寫字母。

保證:陳述人或聲明人保證其所陳述或聲明 的事實為下確。

### 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 in the Conditions of Sale for further information

Christie's has provided a minimum price quarantee and has a direct financial interest in this lot. Christie's has financed all or a part of such interest through a third party. Such third parties generally benefit financially if a quaranteed lot is sold. See the Important Notices in the Conditions of Sale for further information

Christie's has a financial interest in the lot. See Important Notices in the Conditions of Sale for further information

Christie's has a financial interest in this lot and has financed all or a part of such interest through a third party. Such third parties generally benefit financially if a guaranteed **lot** is sold. See the Important Notices in the Conditions of Sale for further information.

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

Lot incorporates material from endangered species which could result in export restrictions. See paragraph G5 of the Conditions of Sale for further information

Handbag lot incorporates material from endangered species. The lot can only be shipped to addresses within Hong Kong SAR or collected from our Hong Kong saleroom. See paragraph G5 of the Conditions of Sale for further information.

Handbag lot incorporates material from endangered species. International shipping restrictions apply and export / import permits are required in order to ship the bag outside Hong Kong SAR post sale. See paragraph G5 of the Conditions of Sale for further

Lot incorporates elephant ivory material. See paragraph G5 of the Conditions of Sale for further information

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 paragraph G5 of 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**就此**拍賣品**持有直接的經濟利益。請參閱**業務規定** 中的重要通知以獲得進一步資料。

**佳士得**已經提供最低出售價保證並對此**拍賣品**持有直接經 濟利益。佳士得的全部或部分利益通過第三方融資。如果 具保證**拍賣品**被售出,該等第三方通常會獲得經濟利益。 請參閱業務規定中的重要通知以獲得進一步資料。

**佳士得**就此**拍賣品**持有經濟利益。請參閱**業務規定**中的重 要通知以獲得進一步資料。

**佳士得**對此拍賣品持有經濟利益,該利益全部或部分通過 第三方融資。如果具保證**拍賣品**被售出,該等第三方通常 會獲得經濟利益。請參閱業務規定中的重要通知以獲得進 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

此**拍曹品**不設底價。

此**拍賣品**含有瀕危物種,或會導致出口限制。請參閱**業務** 規定中的第 G5 段以獲得進一步資料。

此手袋**拍賣品**含有瀕危物種。**拍賣品**只可運送到香港特別 行政區境內的地址或經親身從我們的香港拍賣場提取。請 參閱**業務規定**中的第 G5 段以獲得進一步資料。

此手袋**拍賣品**含有瀕危物種,受國際運輸限制約束。**拍賣** 品在售後需要獲得出口/入口許可以將其運送到香港特別 行政區境外。請參閱業務規定中的第G5段以獲得進一步

此拍賣品含有象牙材料。請參閱業務規定中的第 G5 段以

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牛動植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**中的第 G5 段以獲得進一步資料。

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

#### Δ: 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.

### <sup>0</sup> 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 onext 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 o.

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.

### ♦ Property in which Christie's has an interest and Third Party Guarantee/Irrevocable bid

Where Christie's has a financial interest in a lot and the lot fails to sell, Christie's is at risk of making a loss. As such, Christie's may choose to share that risk with a third party whereby the third party contractually agrees prior to the auction to place an irrevocable written bid on the **lot**. Such **lot** is identified in the catalogue with the symbol  $\Delta \phi$ .

Where the third party is the successful bidder on the lot, he or she will not receive compensation in exchange for accepting this risk. If the third party is not the successful bidder, Christie's may compensate the third party. The third party is required by us to disclose to anyone he or she is advising of his or her financial interest in any **lot** in which Christie's has a financial interest. If you are advised by or bidding through an agent on a lot in which Christie's has a financial interest that is subject to a contractual

written bid, 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 hidding 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/financialinterest/ for a more detailed explanation of minimum price guarantees and third party financing

### **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'.

### **Authenticity Certificates**

As certain manufacturers may not issue certificates of authenticity, Christie's has no obligation to furnish a buyer with a certificate of authenticity from the manufacturer, except where specifically noted in the catalogue. Unless Christie's is satisfied that it should cancel the sale in accordance with the authenticity warranty, the failure of a manufacturer to issue a certificate will not constitute grounds for cancellation of the sale

### Removal of Watch Batteries

Lots marked with the symbol 1 in the catalogue incorporate batteries which may be designated as "dangerous goods" under international laws and regulations governing the transport of goods by air freight. If buyers request shipment of such lots to regions outside the region in which the saleroom is located, the batteries will be removed and retained prior to shipment. If such lots are collected from the saleroom, the batteries will be made available for collection free of charge.

# 重要通知及日錄編列方法之說明

### 重要通告

### 佳士得在受委託拍賣品中的權益

### A: 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佳士得集團旗下公司全 部或部分擁有之拍賣品。該等拍賣品在目錄中 於拍賣編號旁計有 △ 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,佳士得將不會于每一項拍賣品旁附注符 號,但會于正文首頁聲明其權益。

### • 保證最低出售價

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

### ○◆ 第三方保證 / 不可撤銷的競投

在佳士得已經提供最低出售價保證,如果拍賣 品未能出售,佳士得將承擔遭受重大損失的風 險。因此,佳十得有時選擇與同意在拍賣之前 就該拍賣品提交一份不可撤銷的書面競投的第 三方分擔該風險。如果沒有其他更高的競價。 第三方承諾將以他們提交的不可撤銷的書面競 投價格購買該拍賣品。第三方因此承擔拍賣品 未能出售的所有或部分風險。該等拍賣品在目 錄中注以符號○◆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

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。

### △◆ 佳士得的權益及第三方保證

佳士得對此拍賣品持有經濟利益。如果拍賣品 未能出售,佳士得將承擔遭受損失的風險。為 此,佳士得或選擇與在拍賣之前簽訂合同同意 就此拍賣品提交一份不可撤銷的書面競投的第 三方分擔該風險。此拍賣品在拍賣詳情中注有 △◆ 符號。

如果第三方成功競投,第三方將不會獲得任何 作為承擔風險而交換所獲的酬金。如果第三方 不是成功競投人,佳士得或者會給予補償予第 三方。此外,我們要求第三方向其客戶披露其 在佳士得所持有經濟利益的拍賣品中的經濟利 益。如果您通過代理人競投一件佳士得擁有經 濟利益的拍賣品而該拍賣品已有合同訂明的書 面競投出價,您應要求您的代理人確認其是否 對拍賣品持有經濟利益。

### 利益方的競投

當那些可能獲悉了拍賣品的底價或其他重要信 息對拍賣品擁有直接或間接權益的一方可能進 行競投時,我們會對該拍賣品附注符號 ×。該 利益可包括委託出售拍賣品的遺產受益人或者 拍賣品的共同所有人之一。任何成功競得拍賣 品的利益方必須遵守佳十得的業務規定,包括 全額支付拍賣品的買方酬金及適用的稅費。

如果佳士得達成某種安排或獲悉需要附注目 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 涌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 會在目錄中注以符號。

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

### 目錄編列方法之說明

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

於本目錄「有保留的標題」下編列方法的詞 語及其定義為對拍賣品創作者、時期、統治 時期或朝代有所保留的陳述。該詞語之使 用,乃依據審慎研究所得之佳士得專家之意 見。佳士得及賣方對該詞語及其所陳述的本 目錄拍賣品之創作者或拍賣品於某時期、統 治時期或朝代內創作的真贗,並不承擔任何 風險、法律責任和義務。而真品保證條款 亦不適用於以該詞語所描述的拍賣品。

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

### 真品證書

因有些製造商不會提供真品證書,所以(除 非佳士得在圖錄內另有特別說明),佳士得 沒有義務向買家提供製造商的真品證書。除 非佳士得同意其應該按真品保證條款取消交 易,否則不能以製造商不能提供真品證書作 為取消交易的理由。

目錄中拍賣品注有 ⊕ 標誌代表其含有的電 池可能被管轄航空運輸的國際法律法規認定 為「危險物品」。如果買家要求將此手錶運 送到拍賣會場所在的以外地區,電池將在運 送手錶之前被拆除並予以保存。若該拍賣品 由拍賣會場提取,其電池將供免費提取。

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佳士得 競投表格

CHRISTIE'S 佳士得 Tel: +852 2978 9910 bidsasia@christies.com

BIDDER REGISTRATION FORM

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We encourage new clients to register at least 48 hours in advance of a sale to allow sufficient time to process the registration.

A Bidder's Detail	
The name and address given above will appear on the invoice for lots purchadetails are correct as the invoice cannot be changed after the sale.	ased with your assigned paddle for this registration. Please check that th
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□ 22122 The Dr. A. Botenga Cellar: Six Decades of Collecting Part I	☐ 21392 21st Century Art Day Sale *
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□ 22129 Important Watches *	
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□ 21391 20 and 21 Century Art Evening Sale * □ 21393 20 <sup>th</sup> Century Art Day Sale *	
* If you intend to bid on: (i) any lot in the 20th and 21st Century Art Evening	g Sale; or (ii) a lot the low estimate of which is HK\$ 8 million or above
i.e. a high value lot ("HVL"), please tick the box below.	
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agree to the above and	l agree to abide	by the Condit	ions of Sale.
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Name	Signature	Date

姓名

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建議新客戶於拍賣舉行前至少 48 小時辦理登記,以便有充足時間處理登記手續。

· 請填妥並簽署本表格然後電郵至 registrationasia@christies.com。					
A 投標者資料					
客戶名稱及地址會列印在附有是次登記之競投牌編號的發票上;付款資料於拍賣	會完結後將不能更改,請確定以上資料確實無誤。				
客戶名稱	客戶編號				
客戶地址					
	您是否希望啟動您的網上賬戶? □ 是 □ 酉				
請確認電郵地址以作售後服務用途					
明准的电型 <u>型型从外下</u> 百块成分力型					
B 拍賣項目登記					
□ 22122 A. Botenga 醫生珍藏名酒:六十載收藏之旅第一部份	□ 22016 天民摟珍藏 *				
□ 22123 珍罕名釀及烈酒	□ 21657 重要中國瓷器及工藝精品 *				
□ 21885 典雅傳承: 手袋及配飾 □ 22129 精緻名錶 *	□ 22020 中國近現代及當代書畫 *				
□ 23129 Philippe & Elisabeth Dufour 基金會慈善拍賣 *	□ 22021 中國古代書畫*				
□ 23076 匠·豎系列(第一部分)					
□ 22176 瑰麗珠寶及翡翠首飾 *					
□ 22849 千禧後晚間拍賣 *					
□ 21391 二十及二十一世紀藝術 晚間拍賣 *					
□ 21393 二十世紀藝術 日間拍賣 * □ 21392 二十一世紀藝術 日間拍賣 *					
* 如閣下有意競投 (i) 佳士得二十及二十一世紀藝術晚間拍賣之任何拍賣品;或 (ii)   方格劃上「✓」號。	其他類別拍賣低估價為港幣 8,000,000 元或以上的拍賣品,即高額拍品,請於以下				
□ 本人有意登記高額拍品競投牌。					
請提供閣下之競投總額:					
□ 港幣 0 - 500,000 □ 港幣 500,001 - 2,000,000	□ 港幣 2,000,001 - 4,000,000				
□ 港幣 4,000,001 - 8,000,000 □ 港幣 8,000,001 - 20,000,000	□ 港幣 20,000,000+				
C 委託授權書					
本人 / 我們明白若上述被授權代理人成功競得拍賣品,本人 / 我們將有責任按佳士得目錄所載業務規定支付拍賣品的購買款項,包括買方酬金及任何適用的稅費及 其他費用。本人 / 我們明白佳士得將不會接受由被授權代理人代本人 / 我們作出付款。					
請提供被授權代理人由政府發出附有相片的身份證明文件(如附有照片的駕駛執照、國民身份證或護照)。					
現授權以下人士於指定拍賣場次代為競投:  □ 所有拍賣場次   □ 僅限於拍場編號					
被授權代理人姓名					
被授權代理人身份證明文件編號					
被授權代理人住址					
被授權代理人電話	被授權代理人電郵				
D 聲明					
· 本人已細閱載於目錄內之末的業務規定·買家須知、重要通告及目錄編列方法;	之說明及不接受第三方付款通告,並同意遵守所有規定。				
· 本人已細閱載於目錄內業務規定之個人信息條款,並同意遵守該規定。					
· 本人知悉若本人未於拍賣前完成高額拍賣預先登記, 佳士得將有權不接受任何	高額拍品之競投。				
□ 加朗下为实安方并杀绞逐没需卸掉收去八司收移在协约需。 江新光学从中从上	- 但作圃及甘酸燃入到恒州的职数资料,连处七枚杂割12.7 %。 網工式降計器				
□ 如閣下為新客戶並希望透過電郵接收本公司將舉行的拍賣、活動或其他由佳士得集團及其聯營公司提供的服務資料,請於方格內劃上「✓」號。閣下可隨時選 擇拒收此訊息。					
根據相關法例,佳士得必須對購買資金的來源進行盡責調查。如您是成功競投人,您的購買資金是否由本人而非他人提供? □是 □否					
本人同意以上各項並同意遵守業務規定所列之條款。					

簽署

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### CHRISTIE'S INTERNATIONAL PLC

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08/09/2023

### HONG KONG AUCTION CALENDAR

### THE DR. A. BOTENGA CELLAR: SIX DECADES OF COLLECTING PARTI

Sale number: 22122 FRIDAY 24 NOVEMBER 10.00 AM

**FINEST AND RAREST WINES &** SPIRITS

Sale number: 22123

**FRIDAY 24 NOVEMBER** 10.00 AM

### HANDBAGS AND ACCESSORIES

Sale number: 21885 SATURDAY 25 NOVEMBER 3.00 PM

Viewing: 25 November

**IMPORTANT WATCHES** Sale number: 22129 SUNDAY 26 NOVEMBER 1.00 PM

Viewing: 25–26 November

**%** 

日期

#### THE PHILIPPE & ELISABETH **DUFOUR FOUNDATION CHARITY AUCTION**

**SUNDAY 26 NOVEMBER** 6.00 PM

Viewing: 25-26 November

### THE OAK COLLECTION PART I

Sale number: 23076 SUNDAY 26 NOVEMBER 6.30 PM

Viewing: 25-26 November

### **MAGNIFICENT JEWELS &** THE PINK SUPREME

Sale number: 22176 **MONDAY 27 NOVEMBER** 3.00 PM

Viewing: 25-27 November

### POST MILLENNIUM **EVENING SALE**

Sale number: 22849 TUESDAY 28 NOVEMBER

## 20<sup>TH</sup> / 21<sup>ST</sup> CENTURY ART EVENING SALE

Sale number: 21391
TUESDAY 28 NOVEMBER Viewing: 25-28 Novembe

## 20<sup>™</sup> CENTURY ART DAY SALE

Sale number: 21393
WEDNESDAY 29 NOVEMBER Viewing: 25-28 Nove

### 21ST CENTURY ART DAY SALE Sale number: 21392

WEDNESDAY 29 NOVEMBER Viewing: 25-28 November

THE TIANMINLOU COLLECTION

Sale number: 22016 THURSDAY 30 NOVEMBER 10.30 AM Viewing: 25-29 November

# IMPORTANT CHINESE CERAMICS AND WORKS OF ART

Sale number: 21657
THURSDAY 30 NOVEMBER 11.15 AM & 2:00PM Viewing: 25-29 November

### FINE CHINESE MODERN AND **CONTEMPORARY INK PAINTINGS**

Sale number: 22020 FRIDAY 1 DECEMBER 10.30AM & 2:30PM Viewing: 25-30 November

### FINE CHINESE CLASSICAL PAINTINGS & CALLIGRAPHY

Sale number: 22021
SATURDAY 2 DECEMBER

Viewing: 25 November - 1 December

30/10/2023



