



# NOBLE ANTIQUARISM Important Chinese Works of Art

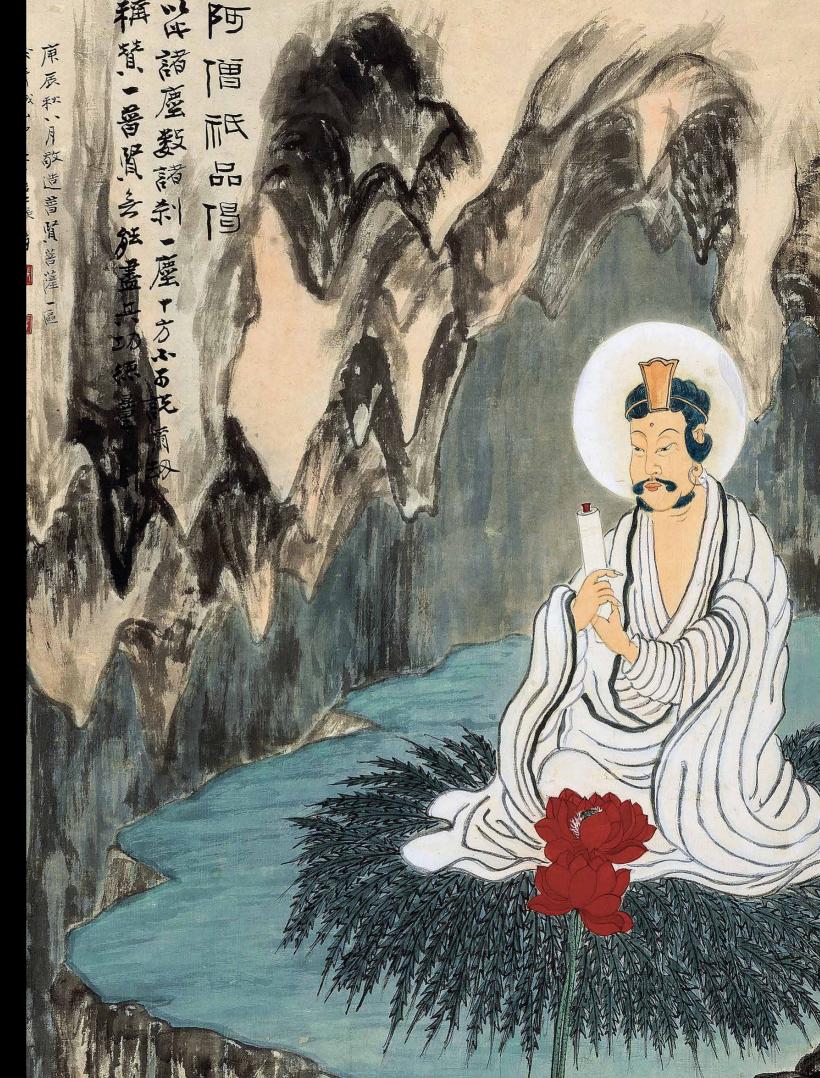
稽古-貴重中國古代藝術珍品

2022 SPRING AUCTIONS HONG KONG

香港華藝國際2022春季拍賣會









# HOLLY'S INTERNATIONAL HONGKONG 2022 SPRING AUCTIONS - SCHEDULE OF CURATED SALES 香港華藝國際 2022 春季拍賣會 - 拍賣專場安排

**EVENT SCHEDULE** 

Previews: 28–29 May Auctions: 29 May 拍賣會時間安排

預展時間: 5月28—29日 拍賣時間: 5月29日

### Auction Itinerary on 29 May

14:00 Fine Wines- An Important Private Cellar
 15:00 Noble Antiquarism- Important Chinese Works of Art
 16:00 Modern & Contemporary Sales
 17:00 Splendid- Fine Chinese Paintings and Calligraphy

### 5月29日拍賣場次

14:00 名莊臻釀 - 重要私人葡萄酒窖藏
15:00 稽古一貴重中國古代藝術珍品
16:00 現當代藝術專場
17:00 璀璨 - 中國書畫集珍

Holly's International (HK) Auctions Co. Limited 229 Queen's Road Central, Sheung Wan, Hong Kong

Tel.: 852-2270 5000 Fax: 852-2386 6601 華藝國際(香港)拍賣有限公司

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何 衛 (兼財務總監) He Wei (also Chief Financial Officer)

副總裁: Vice president: 林宇清 C.C. Lam

周文琦 (兼藝術品金融總經理) Zhou Wenqi (also General manager of Art Finance)

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中國書書 Chinese Painting and Calligraphy

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瓷器・玉器・藝術品 Chinese Ceramics and Works of Arts

Ivan Chow 鄭海峰 Zheng Haifeng 段雨彤 Duan Yutong 侯瀚琅 Kelvin Hou

稀世真藏 Rare Collection Li Min 李 旻 李雅婕 Katherine Li 黄子寧 Huang Zining

珠寶鐘錶尚品 Jewellery, Watches and Luxury Goods

黄真真 Jannie Huang Stefan Xu 徐淮康 孔慶平 Peter Kong

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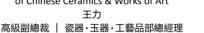


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Senior Vice President | Department Head of Chinese Ceramics & Works of Art





Vice General Manager, Hong Kong

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Senior Manager, Department of Chinese Ceramics and Works of Art, Hong Kong 侯瀚琅 華藝香港瓷器・玉器・工藝品部

高級經理

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稽古一貴重中國古代藝術珍品

16:00 現當代藝術專場

15:00

璀璨 - 中國書書集珍 17:00

# 清光緒

# 青花松竹梅歲寒三友 圖碗一對

# 「大清光緒年製」款

A PAIR OF BLUE AND WHITE THREE FRIENDS OF WINTER' BOWLS

MARKS AND PERIOD OF GUANGXU

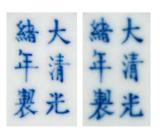
D:13cm 5 1/8 in

HKD 20,000-40,000 USD 2,500-5,100

說明:歲寒三友是明清官窯的傳統紋飾,以其歲寒不凋的特性,比興君子堅貞之德,而 受到歷代帝王的喜愛。此碗造型端莊,胎體細膩,施釉瑩潤。外壁通景繪松、竹、 梅歲寒三友圖,畫意清高,佈局飽滿,筆觸精道,成對流傳,較為難得。







101(mark)

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# 清光緒

# 粉彩黃地蝠壽紋碟

# 「大清光緒年製」款

A FAMILLE-ROSE YELLOW-GROUND 'BAT AND PEACH' DISH

MARK AND PERIOD OF GUANGXU D:  $10 \text{cm} \quad 3^{7}/_{8} \text{ in}$ 

HKD 4,000-8,000 USD 500-1000

說明:本品敞口,弧腹,下腹微內斂,圈足。造型沈穩雅致,胎體堅密,釉色白嫩勻淨。口 沿一圈描金彩,內壁黃地紋粉彩五蝠同壽圖,仙桃,如意,祥蝠,壽紋,無不瑞意 祥吉,喜氣萬分。外壁白地上繪三朵纏枝花卉,筆調淡雅,樸拙宜人。





102(mark

# 清嘉慶

# 粉彩蝴蝶瓜瓞紋筆盒

# 「大清嘉慶年製」款

A FAMILLE-ROSE
BUTTERFLY AND
MELON' PEN BOX AND
COVER

MARK AND PERIOD OF JIAQING

### Provenance:

Bonhams London, 6 November 2017, Lot 422

 $5.7 \times 7.2 \times 16.5 \text{cm}$   $2^{2}/_{8} \times 2^{7}/_{8} \times 6^{4}/_{8} \text{ in}$ 

HKD 60,000-80,000 USD 7,600-10,200

來源:倫敦邦瀚斯,2017年11月6日,編號422

說明:蓋盒長方,蓋面微凸,子母口吻接,內壁及外底施松石綠釉,外壁通體以綠地粉彩 為飾,口沿及腹部遍繪瓜瓞連綿圖,垂垂瓜果掛青黃,各色蝴蝶撲閃其間,瓜果豐 碩,枝葉招展,蔓藤纏繞,繁密而不凌亂,工整又不失靈動,寓意「瓜瓞連綿「,是 為福壽綿長,子孫綿延之意。外底心以礬紅書「大清嘉慶年制」、六字三行篆書款。











# 清道光

# 清道光粉彩花蝶圖捧 盒一對

# 「慎德堂制」款

A PAIR OF FAMILLE ROSE CIRCULAR BOXES AND COVERS DAOGUANG PERIOD, QING

DAOGUANG PERIOD, QING
DYNASTY
'SHEN DE TANG ZHI' MARK

# 堂慎製德

堂慎製德

104(mark)

### Provenance:

Christie's New York, 2 June 1994, Lot 421

D:23.7cm 9<sup>3</sup>/<sub>8</sub> in

HKD 200,000-300,000 USD 25,500-38,200

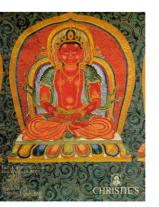
來源: 紐約佳士得, 1994年6月2日, 編號421

參閱:《故宮博物院藏文物珍品大系—琺瑯彩·粉彩》,上海科學技術出版社,1999年, 頁259,圖230

說明:捧盒是一種專用於盛放食品的盒,口徑大,器身高,因用時要雙手捧起,故名。此器由盒蓋與盒身組成,器型碩大,極具氣勢。捧盒鼓圓形,器型圓潤飽滿,子母口套合,相扣嚴絲合縫,圓弧腹,及底內收,下承圈足,底足修胎完美,胎質細潔致密。盒身外壁通景式構圖繪飾圖案,畫面疏朗恬淡,簡潔凝練。外壁通繪粉彩洞石花卉,洞石嶙峋,各色花卉或依徬而生,或數叢獨立,清新甜美,間或彩蝶翩躚,花蜂飲蜜,蟋蟀棲息禾穗之間,生趣盎然。花卉四叢,花團錦簇,明麗鮮艷,彩蝶靜中寓動,鲜明地表達了該畫的主題。整盒畫面生動有趣,紋飾清新雅致,彩料絢麗妍美,筆筆精到,細緻入微。

捧盒底署「慎德堂制」四字礬紅楷書款,書法水平甚高,以側鋒書寫,筆道穩健而鋒芒凌厲。據清檔記載,慎德堂為圓明園九州島島清晏內的一組建築,道光皇帝常年在此園居。道光十二年始,道光皇帝對慎德堂營建不遺餘力,每年三度御頁瓷器當中就有兩批被送往慎德堂安放使用。對照檔案記載與傳世實物發現,在道光年間,慎德堂制是御貢瓷器的最上乘之作,也是最能體現道光皇帝的審美性格和藝術修養的菁華。此對粉彩花蝶圖捧盒規整端莊,胎釉精良,瑩白溫潤,幾近康雍二朝之水平,體現了極為高超的藝術水平,實乃道光御窯之精品佳作。





(本品出版)

# 清光緒

# 御製松石綠地「大雅 齋」 靈仙祝壽大缸

A FAMILLE-ROSE TURQUOISE-GROUND PEACH AND NARCISSUS' JARDINIERE

*QING DYNASTY, GUANGZU* PERIOD

'DA YA ZHAI' MARK

### Provenance:

Private Hong Kong collection

42x47cm 16 <sup>4</sup>/<sub>8</sub> x 18 <sup>4</sup>/<sub>8</sub> in

HKD 100,000-180,000 USD 12,700-22,900

### 來源:香港藏家舊藏

說明:大雅齋瓷器為晚清時期繼慎德堂之後最為顯赫的堂名款瓷器,其紋飾告別傳統官窯常見的龍鳳、纏枝花卉題材,代之為各式靈禽花卉,氣息雋雅,意境清新,繪畫施彩之精,獨步一時,為同光禦瓷所不能比,故時人陳瀏贊曰: "大雅齋者,清孝欽後所製品也。以豆青地黑線雙鉤花者為最多,五彩者亦有之,所繪多牡丹、萱花、繡球之屬,豆青地者,橫題'大雅齋'三字,旁有'天地一家春'印,章底有'永慶長春'四字,亦有'大雅齋'字在底者,雖甚近代而值亦頗昂。"

本品是為其中珍罕之佳例,器形恢弘,氣勢雄偉,口沿繪畫六組卷草蓮花紋,口沿下方裝飾一周黃地粉彩回紋,外壁通施翡翠色地,彩繪桃樹兩株,一株妍花盛放,一株碩果累累,桃枝遒曲多姿,樹下水仙吐萼含苞,芬芳蕩漾,南天竺數枝横欹而出,結出串串紅果,更現靈芝倚地而生,共同構築恭賀長壽、祥瑞迭現之寓意。縱觀全器,最為矚目之處當為"大雅齋"之紅章,其形制頗巨,呈橢圓狀,中心留白楷書"大雅齋",端莊大方,兩側繪畫對稱海水蒼龍趕珠紋。





# 清康熙

# 黄釉鈴鐺杯

# 「大清康熙年製 | 款

A YELLOW-GLAZED CUP

MARK AND PERIOD OF KANGXI

### Provenance:

Private Hong Kong collection

8x8cm 3 <sup>1</sup>/<sub>8</sub> x 3 <sup>1</sup>/<sub>8</sub> in

HKD 80,000-150,000 USD 10,200-19,100

### 來源:香港藏家舊藏

說明: 鈴鐺杯造型因其形狀似倒置的鈴鐺而得名, 亦是明清時期流行杯式之一, 也稱仰鐘杯、金鐘杯、磬式杯。明成化、嘉靖、萬曆時期有白釉、鬥彩、青花等品種, 發展到清康熙、雍正時則有青花、五彩等。康熙時期鈴鐺杯相較於明代嘉萬時期更加修長秀美, 是當時特有的器形之一。

黃釉器在清代為官窯所壟斷。黃與「皇」諧音,是皇帝最喜愛的顏色。清代宮廷對黃釉瓷的使用有嚴格規定,地位低者不可僭越。

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# 清康熙

# 青花仿成窯嬰戲圖盤

# 「大明成化年製」款

A BLUE AND WHITE BOYS' DISH

QING DYNASTY, KANGXI PERIOD APOCRYPHAL CHENGHUA MARK D:15cm  $5^{7}/_{8}$  in

HKD 10,000-30,000 USD 1,300-3,800

說明:拍品敞口,弧壁,淺圈足,盤形周正。通體施白釉為地,勻淨平整,瑩潤光滑,上以青花為飾。盤內口沿飾雙圈青花線,盤心繪嬰戲圖。行雲布空,樹下孩童追逐遊戲,玩鬧取樂,童趣盎然。盤外壁亦繪嬰戲圖,與盤內呼應,七孩童玩鬧於庭院之間,三三兩兩,或扛大旗,或騎竹馬,神態愉悅。底心書「大明成化年制」六字雙行楷書官款。

此盤為清康熙禦窯仿成化瓷器的精品, 胎質細膩, 紋飾構圖疏密有致, 青花淡雅清幽, 極富裝飾性。





06(mark)



(面一)



(面二)

# 清雍正

# 鬥彩壽字紋盤

# 「大清雍正年製」款

A DOUCAI 'SHOU' DISH

MARK AND PERIOD OF YONGZHENG

### Provenance:

The collection of Eu Tong Sen (1877-1941)

D:22cm 8 5/8 in

HKD 250,000-350,000 USD 31,800-44,600

### 來源:余東璇舊藏

說明: 敞口, 弧腹壁, 淺圈足。外壁口沿一周如意圓點紋, 腹部繪貫套與藤蔓草葉組成的壽紋。盤心團壽外對稱環繞四組變體壽字, 周圍再繪以貫套紋。整體圖案先以青花勾勒, 再在釉上以黃、綠、赭等諸彩填色, 風格清新恬淡。足端露胎, 胎質細潔。該盤器形規整, 釉面光潔, 紋飾疏朗, 填彩精准。

此件為餘東璿舊藏,餘東璇Eu Tong Sen, (1877-1941),是19世紀末期及20世紀初期活躍於馬來亞、新加坡及香港的著名企業家。其父親餘廣培出身於廣東佛山,1873年前往馬來亞發展,1879年創建了中醫藥材事業「仁生」(今餘仁生),1891年去世時餘東旋年僅14歲。餘東旋完成學業後接手父親的事業,在他的治理下餘仁生逐漸發展成為東南亞最大的中藥房,業務還從馬來亞半島擴展到新加坡和中國大陸。他也是一名非常成功的橡膠和錫礦商人,業務遍及馬來亞和新加坡各地。





# 清雍正

# 青花礬紅龍紋盤一對

# 「大清雍正年製」款

A PAIR OF BLUE AND WHITE AND IRON-RED 'DRAGON' DISHES

MARKS AND PERIOD OF YONGZHENG

### rovenance:

Provenance: Sotheby's New York, 21 September 2021, Lot 135

H:16.3cm 6 3/8 in

HKD 280,000-380,000 USD 35,700-48,400

來源: 紐約蘇富比2021年9月21日, 編號 135

說明:此盤撇口弧壁,下承圈足。盤心青花雙圈內以礬紅彩繪雲龍紋,外壁繪雙龍趕珠紋,龍身雄碩遒勁,氣勢如虹,繪製手法嫺熟老練。足內以墨彩書「大清雍正年制」六字三行篆書款。



109(mark)





# 清嘉慶

# 御制'含淳堂'交龍鈕 青玉長方璽

AN IMPERIAL
SPINACH GREEN
JADE HAN CHUN
TANG 'DRAGON'
SEAL

QING DYNASTY, JIAQING PERIOD

### Provenance:

Sotheby's Hong Kong, 8 April 2013, lot 3013

6×4.1cm 2 <sup>3</sup>/<sub>8</sub> x 1 <sup>5</sup>/<sub>8</sub> in

HKD 2,500,000-3,500,000 USD 320,500-448,700

印文:含淳堂

來源:香港蘇富比2013年4月8日, lot3013

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(著錄)





(印面)

(印文)





嘉庆《绮春园三十景》景点位置, 其中生冬室即含淳堂

载,秦设立制度;皇帝印独称玺,设六玺,皆方寸。 印文用小篆、以纽、绶排定等级。之后"百代皆行 秦政事",其后的玺印制度多效法秦时,后来也有 内容可分为两种,即代表皇权的国宝和为皇帝收藏、 鉴赏用的宝玺(亦可称为皇帝闲章):而皇帝闲章。 按其内容和用途可分为: 年号玺、宫殿玺、收藏玺、 即为嘉庆帝为含淳堂所制宫殿玺。

挥干印文两侧: 玺面圆雕交龙钮, 为清宫廷玉玺规 所载小玺, 多至九百余方……"。 范宝玺之章钮, 龙身相交而龙首相背, 竖角张目、 工精细, 立体感极强。交龙钮专供皇帝印章上使用, 料珍贵, 不惜耗材精雕细琢而成, 玉质致密温润, 入手细腻, 温润通透, 给人以亮洁之感, 抛光完美, 弘精湛,令人瞠目。

的宫殿玺即为这类印章之延伸。所谓"宫殿玺". 言此园"较圆明园仅十分之三,而别有结构自然之妙趣,

即以宫殿名称命名的玉玺, 自乾隆以来即有明确的规定: 皇帝行宫需镌刻宝玺。清代皇帝的宫殿玺也与有清一代 土木兴修的情况有一定联系。顺治朝处于入关伊始、为 巩固政权, 很少有大规模的土木建设, 故而宫殿玺极少, 至今所见只有"体元斋"玺:康熙帝注重民族融合。对 汉文化极为精通, 文化发展方面成效斐然, 故而他的几 种宫殿玺中的宫殿多与其文化活动息息相关。如"渊鉴 斋", "佩文斋", "懋勤殿"等: 雍正帝的宫殿玺除 了皇宫内几处其经常活动的场所之外, 大部分都集中于 圆明园, 盖因这一时期正是圆明园建设的重要时期; 乾 隆一朝乃整个清代宫殿园林建设的高峰期, 故而乾隆宫 殿宝玺遍及大内、三海、三山、五园的主要景点及建筑 宫殿; 而嘉庆帝承接乾隆朝遗风, 在营建绮春园之时也 御制了相应的宝玺。

嘉庆帝(1760-1820),清仁宗睿皇帝,名颙琰, 许慎《说文解字》云,"印,执政者所执信也"。 生于乾隆二十五年,为乾隆皇帝第十五子,嘉庆元年 而帝王玺印, 无疑更是"庙堂之重宝"。据文献记 (1796年) 正月初一受乾隆禅让, 也是清王朝入关后, 君临天下的第五代皇帝。在位25年、终年61岁、葬于 昌陵(今河北省易县西)。与其他皇帝不同的是, 嘉庆 继位后一段时间, 太上皇乾隆仍掌握着最高决策权, 这 朝代称"宝", 至明清两朝则宝玺并称。清初, 皇 使得嘉庆一朝更多的承接乾隆朝的各色成制, 乾隆时期 帝宝玺的刻制和使用基本沿袭明制。经过乾隆帝的 的一切都以其惯性在嘉庆朝向前滚动,这种惯性在嘉庆 整理和完善,清代宝玺制度始成定制。皇帝宝玺按 一朝的艺术品中有体现得淋漓尽致。嘉庆朝上承乾隆, 下启道光, 有些艺术品若不署款与乾隆朝极难区分, 这 使得嘉庆一朝的艺术品呈现出极为精湛的高水平技艺, 在清代宫廷艺术中占据着重要位置。这种继承和延续也 鉴赏玺、铭言吉语玺、诗词玺等等。此方"含淳堂" 体现在玺印的制作及使用上, 乾隆喜用各色玺印, 种类 繁多。制作精研、嘉庆仰承乃父。也是清代皇帝中印章 此件玉玺青白玉质,印面长方,四壁光素,玺 较多的一位,据载有印980余方,仅次于其父乾隆。《大 底印面汉文篆书"含淳堂"三字阳文,两条篆龙交 清见闻录》"内府玉印"条目载:"嘉庆间宝薮一册,

此方玉玺印文所言含淳堂。乃圆明三园之一绮春 须发飘扬、龙身鳞片排布整齐,刻划一丝不苟,躯 园中一处重要建筑群,为绮春园三十景之一。绮春园(后 干遒劲、龙爪紧抓玺面、端肃敦仪、凛然生威,雕 同治年间改名万春园)位于圆明园和长春园以南,三园 平面呈倒"品"字形,面积略小于长春园,由竹园、含 严禁王公贵族以及民间僭越仿制,为清代等级最高 晖园、西爽村、以及春和苑的北半部组成。绮春园于乾 的一种帝王印钮形式。该玺保存状况相当完好,选 隆三十五年正式归入圆明园并定名,然对其主要营建、 修缮则是在嘉庆一朝: 嘉庆六年三月, 嘉庆帝服丧期满 后,即开始在原春和园的基础上展开大规模建设。经过 宝蕴光华, 充分展现了皇家制器寻常难以企及之恢 15年的建设, 绮春园规模达至全盛, 成为与圆明园、 长春园三足鼎立、各有千秋的园林。嘉庆帝非常喜欢这 镌刻书斋、楼阁、馆院等室名于印材上,世传 个园子,据统计,其在位二十五年,有御园景物诗近 始于唐代宰相李泌"端居室"玉印,其后士人风靡 2900篇,绮春园50余处景点得诗530余篇,长春园70 景从, 矜持风雅, 多有斋堂馆阁印。清代历朝皇帝 余处景点得诗仅 250 篇"。嘉庆帝曾作《绮春园记》,

虽荆关大手笔未能窥其津涯而云林小景亦颇有可观之 道也",足见其对绮春园的喜爱之情。

嘉庆帝在《绮春园记》中言"斯园先名交辉, 为怡贤亲王赐邸, 又改赐傅恒及福隆安, 呈进后, 蒙 皇考定名绮春"。在怡贤亲王弘晓的《明善堂诗文集》 中涉及交辉园的景观建筑有:交辉楼、凝香斋、晚香 亭、萝月山房、含辉堂、怡仁堂、蓬瀛深处、快哉亭、 明善堂、小蓬莱、云林书屋、芝兰室、揽秀轩、浩然 阁、延绿楼、冰玉山庄等。"明善学"额是乾隆五年 乾隆帝赐予弘晓交辉园的, 应是园中的标志性建筑。 在嘉庆帝御制《题含淳堂》诗有:

绮春佳境御园东, 别有洞天复道通。

明善旧题念学构,含淳新额焕檐栊。

此诗作于嘉庆六年(1801),可知明善堂此时 更名"含淳学"。其后,"含淳学"又易名"生冬室"。 生冬室系绮春园内春夏秋冬四序景观之一, 位于绮春 园中路中部偏北, 是一组坐北朝南的临水建筑。

圆明园绮春园中有几处以春、夏、秋、冬四季 时序命名的景点,包括敷春堂、清夏斋、涵秋馆与生 冬室。然而, 时至今日, 敷春堂与清夏斋殿宇基址已 无踪迹,后者之流杯亭基座则被置干西洋楼远漏观遗 址东侧: 唯有涵秋馆与生冬室原址上尚有较多遗迹可 寻。旧时的生冬室为南向七间,接前抱厦三间、后抱 厦五间大殿。殿内中层殿西间西南部设有戏台。戏台 额曰"阆苑仙音"。戏台门两边匾额分别为"云璈"、 "广乐"。殿之中层东间地面铺瓷砖。中层殿东接套 殿三间, 西侧亦犹如此。道咸时期, 生冬室是皇太后 园居游乐的主要处所之一。据《清升平署存档事例漫 抄》记载, 生冬室室内戏台主要是花唱和演"小人戏" (即幼年学生演戏)。咸丰二年(1852)七月十七日 这天, 由升平署给皇贵太妃、如皇贵太妃等在生冬室 "花唱"。从上午九时(巳初)一刻一直演到下午四 时(申正)一刻, 开场和团场则由"小人"演"福禄 寿"等。

此玉玺规制严谨, 合乎皇家严格的法度礼制, 不论印文治刻还是交龙钮之雕琢, 精湛华美, 体现了 宫廷玉作的高超技艺, 在《清代帝后玺印谱叁第九册 嘉庆卷二》中有明确著录, 经与实物比对, 无论是质 地、体量, 还是篆法、布局都与该书中的记载相合, 可以确定此玺为嘉庆帝宝玺的真品, 具有极高的艺术 和历史价值。岁月变迁, 而今的生冬室仅剩地基与数 块残石, 在观瞻此方嘉庆宝玺时, 仿佛穿越数百年时 空, 回到绮春园和三十景的繁盛之时, 过去多少繁荣 热闹, 而今多少感慨唏嘘, 透物见史, 不过如此。





# 清雍正

# 豇豆紅釉碗

# 「大清雍正年製」款

A PEACHBLOOM-GLAZED BOWL

MARK AND PERIOD OF YONGZHENG

### Provenance:

Bonhams London, 11 October 2011, Lot 60

13.4x7cm 5 <sup>2</sup>/<sub>8</sub> x 2 <sup>6</sup>/<sub>8</sub> in

HKD 250,000-350,000 USD 31,800-44,600

來源:倫敦邦瀚斯 2011年10月11日, 編號60

說明: 碗撇口, 深弧腹, 圈足微內收, 通體施紅釉; 與乾隆後色彩的祭紅釉不同, 他是在康熙豇豆紅、郎窯紅的成功燒制基礎上, 成熟掌握穩定的銅紅釉燒成技術之時期的代表作。鮮紅釉為銅紅釉品種, 永樂時正式燒製成功, 由於這種紅釉具有鮮豔的紅色, 人們稱之為鮮紅, 又稱「寶石紅」。本件拍品為敞口, 淺弧腹, 圈足, 胎體較厚, 盤內外均施紅釉, 釉厚而發亮, 好似初凝的牛血。口邊自然露出燈草口, 紅白對比分明。此外, 於底部的書寫款識之規整, 也看出其級別之高。造型秀美, 較康熙時更為纖秀, 且胎質細膩, 陶土洗練精良, 顏色鮮豔, 等級極高。







(兩面)





# 清康熙

# 白釉刻雲紋馬蹄尊

# 「大清乾隆年製」款

A WHITE-GLAZED
CARVED 'BEEHIVE'
WATERPOT, KANGXI
MARK AND PERIOD
MARK AND PERIOD OF
KANGXI

### Provenance:

John Sparks Ltd. (according to label)

8x7.7cm 3 <sup>1</sup>/<sub>8</sub> x 3 in

HKD 300,000-400,000 USD 38,200-51,000

來源: John Sparks Itd(標籤)

說明:此式水盂屬康熙盛世之禦前文房清供,其造型精巧,小口擴底,形似馬蹄,故又稱為「馬蹄尊」,本品圓唇,直口,斜曲壁,近底處略收束,隱圈足。通體施白釉,釉色乳白亮澤。外壁深刻雲紋,暗花清晰,剔刻圓潤,形象飽滿飄逸。底青花書「大清康熙年制」六字三行楷書款。器形小巧規整,飽滿敦厚,白釉肅穆純淨,紋飾精緻文雅,雲尾灑脫,屬景德鎮經典紋飾,早於元朝已見。形色完美契合,內斂而蘊含風度,洗練而深沈肅穆。做為水丞,易令人心思寧靜澄澈。類似作品所見以豆青為多,如此件白釉則頗為罕見,更添素雅。

見有同類青釉例,可見北京故宮博物院藏例,錄於《故宮珍藏康雍乾瓷器圖錄》,1989年,頁147,圖版130;與本品相類白釉例較之青釉甚罕,見上海博物館收藏,見《中國陶瓷全集》,卷14,上海,2000年,圖版127;倫敦維多利亞與艾伯特博物館亦有一例,Gulland 遺贈,載於 W.B. Honey,《Later Chinese Porcelain》,倫敦,1927年,圖版7a,再比一例,出自大維德爵士故藏,現存於倫敦大英博物館,載於Margaret Medley,《Illustrated Catalogue of Ming and Qing Monochrome Wares in the Percival David Foundation of Chinese Art》,倫敦,1989年,圖版583。







# 清康熙

# 天藍釉蘋果尊

# 「大清康熙年製」款

A RARE 'CLAIR-DE-LUNE'-GLAZED 'APPLE' JAR, PINGGUO ZUN

MARK AND PERIOD OF KANGXI

### Provenance:

1. Sotheby's Hong Kong, 8 October 2013, Lot 3117 2. Sotheby's Hong Kong, 26 October 2003, Lot 64

9x6.5cm 3 <sup>4</sup>/<sub>8</sub> x 2 <sup>4</sup>/<sub>8</sub> in

HKD 800,000-1,200,000 USD 101,900-152,900

來源:1. 香港蘇富比2013年10月8日, 編號3117 2. 香港蘇富比2003年10月26日, 編號64

說明:「蘋果尊」因形似蘋果而得名,為康熙窯創新的文房用具「八大碼」之一。是清代 康熙年間典型器之一。《陶雅》中有「蘋果尊於蘋果綠之外,又有天青、釉裏紅兩 種,皆珍玩也」,此中天青即為天藍釉蘋果尊。

本品通體施「天藍釉」,淡雅勻淨猶如碧空之色,可與同時代名品「豇豆紅」比肩,此器胎體厚度適中,曲線優美且利於使用,顯示了官窯設計理念。圈足修削俐落,胎質硬朗且細膩潔白,表明胎土淘洗精良。書「大清康熙年制」三行六字楷書款,筆道遒勁,青花發色沈靜。其上罩以「漿白釉」,更襯托官款俊秀端莊。小尊觀之宛如一個嬌嫩新鲜的蘋果,可愛至極。釉面肥腴溫潤,呈色勻淨淡雅,無瑕柔潤,與小巧簡美的器形相稱,體現了單色釉瓷追求形色相合、以雅為尚的藝術造詣。實為一件難得的文房佳器。此類蘋果尊應是宮廷書齋文房用具,燒造量極少,康熙以後鲜有製作,傳世稀少,民國時已成為收藏佳品,時至今日此品相完整者,則尤顯珍貴。

天藍釉蘋果尊甚為罕有,遍查海內外收藏已知Widener收藏中有四例,皆購於十九世紀至二十世紀初,現藏美國華盛頓國家藝廊,收錄於Virginia Bower等,《The Collections of the National Gallery of Art. Systematic Catalogue: Decorative Arts》,第二部份:《Far Eastern Ceramics and Paintings; Persian and Indian Rugs and Carpets》,華盛頓,1998年,頁93-7。另可比對上海博物館藏品,收錄於汪慶正編,《上海博物館藏康熙瓷圖錄》,香港,1998年,圖版216。紐約大都會藝術博物館也有藏例,見 Suzanne G. Valenstein,《A Handbook of Chinese Ceramics》,紐約,1989年,圖版240。日內瓦鮑氏典藏之器,也可資比較,錄於John Ayers,《Chinese Ceramics in the Baur Collection》,日內瓦,1999年,卷2,圖版178。瑞士政茵堂藏有一例,見《政茵堂中國陶瓷》康蕊君,倫敦,1994-2010年,卷4,編號1786,山中商會舊藏。



(底部)



# 清乾隆

# 唐英制仿石紋釉墨彩 「墨池聞香」筆筒

# 「乾隆年制」、「墨池聞香」、 「片月」、「陶鑄」款

AN IMITATION
STONE-GLAZED
AND GRISAILLEDECORATED
BRUSHPOT

MARK AND PERIOD OF QIANLONG

MO CHI WEN XIANG', PIAN YUE', TAO ZHU' MARKS

*QING DYNASTY,QIANLONG PERIOD* 

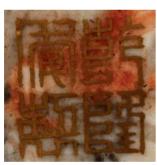
### Provenance:

Artcurial Auction, Paris, 2016, Lot 50

H:9.3cm 3<sup>5</sup>/<sub>8</sub> in

HKD 1,800,000-2,800,000 USD 229,300-356,700

來源: 巴黎艾德拍賣行, 2016年, Lot 50



(款)



(参考圖)





說明:在中國陶瓷史上,「唐窯」永遠是不會被人忽略的,其器物之繁狡,釉色之齊全,技藝之精湛,所出瓷器皆為「泥形土質都成金石之聲,錦地花紋並帶雲霞之色」,技藝之精湛獨步有清一代。《景德鎮陶錄》贊曰:「所造俱精瑩純全。又仿肖古名窯諸器,無不媲美;仿各種名釉,無不巧合;萃工呈能,無不盛備。器皿則白壤,而填體厚薄惟膩,廠窯至此,集大成矣。」 唐窯,為雍乾之際唐英權陶珠山所燒造瓷器之概稱,《清史稿·唐英傳》載「英所造者,世稱唐窯」。

唐英,字俊公,自號蝸居老人、陶成居士,關東瀋陽人,隸漢軍正白旗(圖一)。生於清康熙二十一年(1682年),卒於乾隆二十一年(1756年),雍正六年奉使景德鎮御廠,佐理窯務,充駐廠協理官;乾隆元年奉命停止窯工出使淮安關。二年又奉命復辦陶務,以淮安關使並兼領陶務。唐英一生事跡除供奉內廷便與窯務相始終,先後權陶二十年八之久,以「陶人」自居,日夜竭心求索和致力「陶之業,陶之人,以迄陶中所有之事」,為景德鎮御窯廠歷史中,督陶時間最長、成績最著者。

唐窯之物可分三類:一為供御瓷器,每年由唐英督燒監造上供御用。一為唐英敬奉廟宇之供器,以表虔誠之心。一為唐英自用或饋贈親友之作,多見文房器皿,如筆筒、水盂,喜以詩文、印章入飾,署款唐英齋室名號,常見為「陶鑄」、「蝸寄居士」、「古柏堂」等,本品即為當中的一款,文雅而精巧,藉此可鑒唐英之文人性情與意趣。

筆筒雖小, 卻是古代文人案頭必備之物。自晚明以降, 瓷質文房用品逐漸進入文人視野, 它與紙、筆、墨、硯等一起成為他們珍賞的雅具之一, 出現不少專門的定製品。 唐英自幼飽讀詩

書,借督陶之機,製作了一批瓷質文玩。由於他本人深厚的藝術造詣和高超的制瓷技藝,使其成為極具品味的藝術珍品。該筆筒呈直筒狀,淺圈足,器內和外壁及底施仿石紋釉,色彩深淡相宜,紋路舒展相間,繪圖如石紋狀自然有序,又似行雲流水般暢酣。紋理空隙間見洞石之奇譎效果,雖曰人工,宛若天成。外壁一側提「墨池聞香」四字,首章落「片月」,達點睛之妙又似信手拈來,末鈐紅彩「陶」、「鑄」篆體聯珠印。底署「乾隆年制」四字雙行描金篆書款。縱觀今日公私收藏,一致公認的唐窯自治筆筒,數量稀少,能流通者更甚,而且品相多有瑕疵,若如本品,當為其中之翹楚,此非虚言。筆筒雖小,可鑒人文。以陶人自稱的唐英,為宮廷権陶嘔心瀝血,每一件作品都閃現他對瓷器的無限摯愛,本品亦然,它承載了一代陶藝大師豐富的內心情感,折射出唐公過人的藝術造詣和清逸脫俗的審美品位,令文人之雅臻於無窮之佳境。

「陶」、「鑄」是唐英在瓷器上最常用的印章。故宫博物院有同類器型,器身同樣以墨彩行書題寫七言詩句。唐英本人能文善書,行書尤其突出,上承魏晉、漢、唐、宋之名家,行筆中自然巧妙地融入前人章法,從而創造出自己的體勢,形成自己的風格。楷書受清代館閣體影響較深,規整精工,清秀健俊。其字結體用筆均出於自然,起承轉合氣韻貫通。灑脫之心情,浸透字裡行間。書法筆墨之間,墨色枯濕濃淡之變化,非一般書家所能比。詩文行筆流暢,氣韻生動,筆法老到,頗見功力,詩、書、印融為一體,相得益彰。本筆简整體以詩文作裝飾極富有濃郁的文人氣息,反映出唐英極高的藝術修養,折射出他豐富的內心世界。



# 清雍正

# 仿鈞釉海螺型水注

# 「大清雍正年製」款

A RARE JUN-IMITATION 'CONCH' WATER-DROPPER

MARK AND PERIOD OF YONGZHENG

### Provenance:

Private Japanese collection

H:14cm 5 4/8 in

HKD 350,000-450,000 USD 44,600-57,300

來源:日本藏家舊藏

參閱: 2008年香港蘇富比仇炎之舊藏明15世紀中期青花海螺型水滴

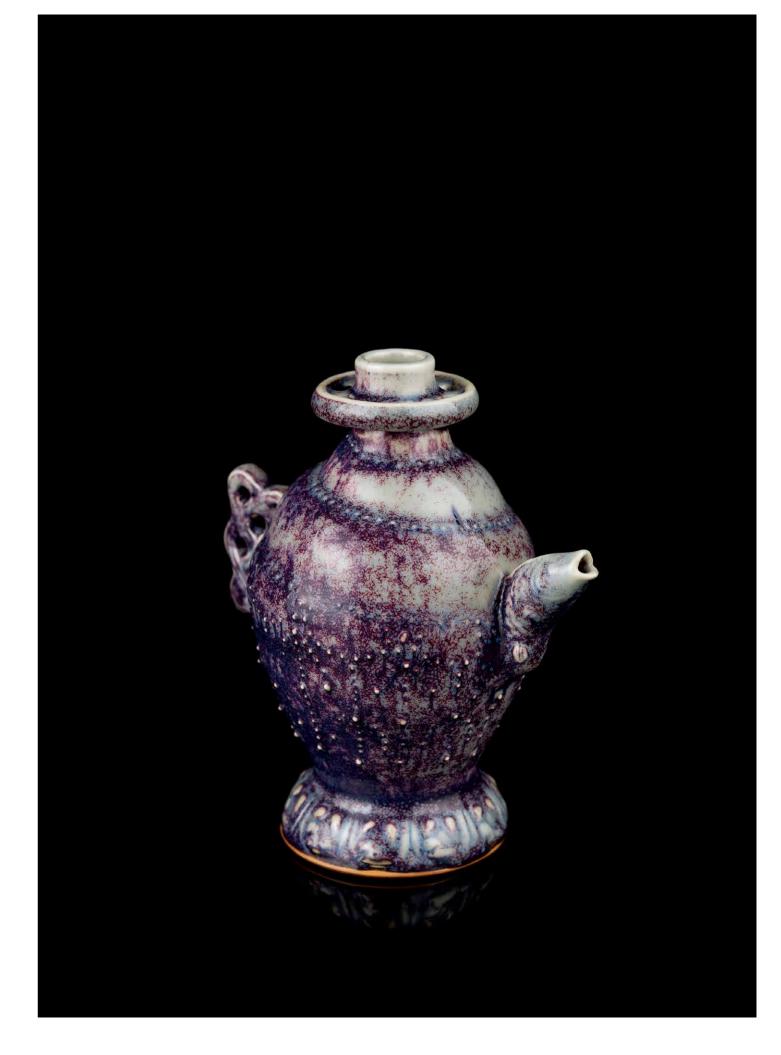
說明: 鈞窯為宋代五大名窯之一,它將含有不同呈色元素的色釉融於一體,在窯爐中高溫燒制,釉料相互交融,自然流淌,在熔融過程中,呈現色彩斑斕的釉色,千種風姿,萬般異彩。本品釉色亦追慕宋時之雅韻,通體罩施仿鈞釉,釉質豐腴滋潤,暈散自然。天青色為地,其上紫紅色如山嵐雲靄,妙曼無垠,呈現雲蒸霞蔚之態。據《雍正紀事雜錄》載此類釉色,謂之「天藍仿鈞」或「新紫」,創燒於清雍正七年(1729年),為唐英協理禦窯廠窯務後恢復的仿古色釉。唐英試燒仿鈞釉成功後,雍正皇帝對此種釉色十分鍾情,在雍正十一年正月二十一日按照宜興缽仿燒各式色釉瓷鉢的諭旨中就專門交代「其鈞窯的要緊」。

此式極為特殊,始創於明宣德年間,當時受阿拉伯人影響,曾燒造出的較大的青花水壺瓷器,常用於淨手或澆花,如2008年香港蘇富比拍出仇炎之舊藏明15世紀中期青花海螺型水滴即為一例,另外一例為雍正仿宣德水注藏於故宮,此器為雍正仿宣佳作,並施以仿鈞釉,存世量稀少,甚為難得。





115(mark)



# 清乾隆

# 仿官釉三孔葫蘆瓶

# 「大清乾隆年制」款

A GUAN-STYLE DOUBLE-GOURD-SHAPED TRIPLEX VASE

MARK AND PERIOD OF QIANLONG

H: 20.8cm 8 <sup>2</sup>/<sub>8</sub> in

HKD 2,800,000—3,800,000 USD 356,700-484,100

出版: 康蕊君, 《玫茵堂中國陶瓷》, 倫敦, 1994-2010年, 卷2, 編號876

備注:1. 玫茵堂舊藏

2. 蘇富比香港, 2011年4月7日, lot 34

參閱:1. 瀋陽故宮博物館藏清乾隆粉青釉三孔葫蘆瓶

2. 耿寶昌著《明清瓷器鑒定》, 圖版170



116(mark)









(参阅)



乾隆官窯推陳出新,發明瞭許多新的工藝品種,在繼承方面,仿制宋代官窯、汝窯、龍泉窯的青瓷,仿鈞窯變釉瓷,仿定窯白瓷等等,都仿制得極為逼真,有些甚至超過原作。本品就是仿制宋代官窯的製品,胎體敦實,發色素雅,通體施有仿官釉,釉面滋潤,也有冰片狀的裂紋,開片較大,其瓷質光滑潤澤,如同古玉,瓶形似由三個葫蘆重疊而成,端莊古樸,靜穆之中透出高貴典雅之氣,是乾隆時期創新形制的一種,葫蘆取其「福祿」之意,醬褐色圈足,足內落「大清乾隆年制」六字篆書青花官窯款。此器製作難度大,工藝高超,敦厚古樸,頗有意趣,是乾降官窯瓷器中的精品。

本瓶為特殊造型的葫蘆器,由三個口頸獨立、腹部相連、底足一體的葫蘆瓣組成異體葫蘆。葫蘆瓶亦為上小、下大雙腹式,中間為束腰形;上部三孔口徑相同,均為直細頸,上腹及下腹均為三瓣狀,底部呈三瓣花形,圈足露胎。器物內外施以仿官粉青釉,於素雅的青綠之中泛起一抹淡紫,其質如玉,其釉光潤,色調柔和而迷人。該瓶曲線流暢,造型新穎,為乾隆朝典型的瓷器珍品。

三連葫蘆瓶,三連弧式圈足,有仿官、仿哥及仿汝等器。乾隆帝好古,尤喜宋瓷之雅,曾專命景德鎮禦窯廠以其為範本,製作各種仿宋瓷釉色品種,並有所創新,可謂集仿古創新於一體。本件拍品即為一例,釉色仿自宋代官釉,而器型為創新之作,由三個口部獨立、腹部相連、底足一體的葫蘆瓣組成聯體葫蘆,底部呈三瓣花形。整器釉質肥腴純厚,溫潤如玉,流暢的造型與靜穆的釉色,盡顯古雅雋秀之氣。耿寶昌在《明清瓷器鑒定》中,收錄一「天藍釉三孔葫蘆瓶」,為故宮藏品,器表有明顯開片(香港,1993年,圖版446);沈陽故宮博物院藏一件與本件作品相似器,清乾隆粉青釉三孔葫蘆瓶,這件器物是乾隆時期粉青釉的典型器,為清宮原藏之物。參見《沈陽故宮博物院院藏文物精粹》瓷器卷(下),萬卷出版公司,頁66,圖8;三藩市亞洲藝術博物館藏一相似器,惟沒有明顯開片,收錄於賀利、《Chinese Ceramics. A New Standard Guide》,倫敦,1996年,圖版521;另有一器,由著名收藏家鮑爾收藏,載於John Ayers、《Chinese Ceramics in the Baur Collection》,日內瓦,1999年。圖版270。

葫蘆在我國栽培歷史源遠流長,《詩經‧邶風》雲∶「匏有苦葉,濟有涉深」;《幽風》雲∶「七月食瓜,八月斷壺」;《小雅》雲∶「南有木,甘瓠累之」。其中的「匏」、「壺」、「甘瓠」均指葫蘆。除實用功效外,葫蘆因其獨有的外型與特性,又被先人賦予了許多美好寓意∶葫蘆,因型似「吉」字,讀音似「福祿」,又多籽,故自古以來便承載起人們希望吉祥如意、福祿雙全、多子多孫的美好心願。乾隆時期國力空前強盛,經濟高度繁榮,祈禱吉祥富足也因此成了當時社會藝術的主流,以葫蘆為題材的各式宮廷陳設亦應運而生,即為這一時期下的產物。葫蘆器形象徵多產多福,繁葉枝藤及帶斑葫蘆圖紋,更強調其吉祥寓意。葫蘆之圓潤體態,子核豐富,使其自然成為多產多子之象徵。細長瓜藤更代表子嗣綿延無盡,代表子孫萬代。

# 清中期

# 青花釉里紅仿宣窯海 水龍紋高足碗

# 「大明宣德年製」款

A BLUE AND WHITE COPPER-RED GLAZED DRAGON STEM BOWL

MID-QING DYNASTY, 17TH-18TH CENTURY APOCRYPHAL XUANDE MARK

### rovenance:

Private Hong Kong Collection

H:10.5cm 4 1/8 in

HKD 200,000-280,000 USD 25,500-35,700

### 來源:香港藏家舊藏

說明:青花釉裏紅創燒於元,由於青花與釉裏紅二者呈色溫度交集很小,釉裏紅的呈色 劑氧化銅對爐溫的溫度和氣氛要求也非常高,溫度低了,顏色發黑,溫度高了, 顏色又會暈散,甚至完全揮發成不了紅色,期間不可預計因素幾多,因此自創燒 之初,青花釉裏紅器物就極難燒造成功,成品率極低。故明清時期雖仍有燒造, 而又以清代較明代多,明代時又以明初宣德時燒造較為成功,所以後世常有仿宣 之作,比如此件高足碗即為康熙仿宣之作。

此高足碗侈口, 弧腹, 高足中空微外撇, 杯內壁滿施白釉。外壁滿繪青花海水紋, 青花發色濃豔, 所繪海水紋深淺層次清晰, 筆意暢然。波濤起伏間以釉裏紅寫實手法繪製龍紋, 造型準確, 色澤妍麗, 既活靈活現, 又給人以輕盈典雅之感。本品青花發色純正, 釉裏紅色澤濃豔, 值得赏玩珍藏。



117(mark



# 清乾降

# 青花纏枝蓮紋鋪首尊

# 「大清乾隆年製」款

A BLUE AND WHITE BEAST-HANDLED LOTUS' BALUSTER VASE

MARK AND PERIOD OF QIANLONG

### Provenance:

Private European collection

H: 24.5cm 9 5/8 in

HKD 80,000-120,000 USD 10,200-15,300

### 來源:歐洲藏家舊藏

說明:拍品為經典乾隆禦窯制器,敞口,束頸,豐肩,對稱裝飾雙獸耳銜環,鼓腹漸收, 圈足外撇,造型源自青銅造型,古樸大氣。通體滿飾青花紋飾,紋飾繁複口沿一 圈飾海水紋,其下分飾蕉葉紋,纏枝花卉紋及海水紋樣,器足為蓮瓣紋樣,青花 花色深沈,畫工精湛,有皇家氣韻。胎質厚薄適度,釉面亮青平滑,底書「大清乾 隆年制」六字三行青花篆書款,整器風格古樸,配鑲銅鎏金口、足,端莊大方,是 為陳設佳器。







18(mark)

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# 明永樂

# 青花花卉紋燭臺

AN UPPER SECTION
OF A BLUE AND
WHITE 'FLORAL'
CANDLESTICK

MING DYNASTY, YONGLE PERIOD H: 13.5cm  $5^{3}/_{8}$  in

HKD 30,000-50,000 USD 3,800-6,400

說明: 燭臺的使用源於印度佛教,它既是寺內照明之用具,也是佛供案上的供器。佛教認為,在佛塔、佛像、經卷前燃燈,能護大功德;又因燈明可破暗為明,故佛教也將燈明比喻佛法與智慧,喻智慧照破愚癡。

拍品屬永樂禦窯器的上部分,整器存世極為罕見,能見諸私人收藏者實屬鳳毛麟角,寥若晨星,器形仿自阿拉伯銅器,結構複雜,紋飾華美。拍品造型美觀,釉面潤澤通透,紋飾描繪細膩,層次錯落有致,青花發色豔麗,是為一件永樂朝難得的宮廷精美之器。

參閱:1.《故宮博物院藏文物珍品大系-青花釉裏紅》(上),上海科學技術出版社、商務印書館(香港),2000年,頁49,圖47

2. 《景德鎮出土明初官窯瓷器》,臺北鴻禧美術館,1996年,頁330-331,圖135





# 明萬曆

# 五彩龍鳳紋花觚

A WUCAI 'DRAGON AND PHOENIX' GU-FORM VASE

MING DYNASTY, WANLI PERIOD

### Provenance:

Christie's London (South Kensigton), 11 November 2015, Lot 691

 $59.5 \times 27 \text{cm}$   $23^{3}/_{8} \times 10^{5}/_{8} \text{ in}$ 

HKD 200,000-250,000 USD 25,500-31,800

來源: 1. 倫敦佳士得(南肯辛頓), 2015年11月11日, 編號691 2. Private European collection, 歐洲藏家舊藏

說明:萬曆五彩素負盛名,以紅綠二彩熾烈取勝,對比強烈,奪人心魄,此式五彩龍鳳紋出戟花觚當為其中傑出之代表,造型樸拙古雅,胎體厚重堅致,其施彩風格豪邁,繁縟華麗,色澤濃妍,變化豐富,紅彩蒼雅深沈,一如棗皮之色,為典型的萬曆特徵,綠彩厚潤而翠意閃現,極具厚實質感,絕無晚清仿品之飄浮黯淡,黃彩鮮明而不俗,仿若金箔貼附。筆意稚拙可愛,諸彩相配得當,相互輝映。所見龍鳳飄逸靈動,極具神采,自有萬歷時期粗獷之風格。《匋雅•卷下十三》贊曰:「萬曆五彩,草昧初開,往往顯其拙相,……皆非尋常匠手所能幾及。」本品之面貌正是對前賢感悟的最佳詮釋。本品器型基本週正,無明顯變形之虞,是為萬曆官窯不可多得之佳作。同類器型可參考美國沃爾特藝術博物館(The Walters Art Museum)所藏的萬曆青花纏枝花卉紋花觚。



(参閱



稽古—貴重中國古代藝術珍品

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# 明初

# 龍泉窯刻寶蓮紋大缸

A LARGE LONGQUAN CARVED 'FLORAL' JARDINIERE

EARLY MING DYNASTY

### Provenance:

- 1. The collection of William Randolph Hearst
- 2. Christie's New York, 16 September 1998, Lot 26
- 3. The T. T. Tsui Collection

D:61cm 24 in

HKD 1,000,000-2,000,000 USD 127,400-254,800

來源:1. 威廉·伦道夫·赫斯特旧藏

- 2. 纽約佳士得, 1998.9.16, Lot26
- 3. 徐展堂先生在望山庄旧藏
- 參閱:《中國國家博物館館藏文物研究叢書——瓷器卷·明代》頁79, 圖41。
- 說明: 龍泉窯是中國歷史上的一個名窯, 它開創於三國兩晉, 結束於清代, 生產瓷器的歷史長達1600多年, 是中國制瓷歷史上最長的一個瓷窯系, 從1135年南宋定都臨安(今浙江杭州)始, 南方制瓷工藝突飛猛進, 龍泉窯即為其中顯例。龍泉窯位於龍泉縣, 以大窯為中心, 燒造之器多為文紳、顯貴及朝廷所用, 質精雅致, 尤以胎質、造形、做工為尚。龍泉瓷匠致力精進工藝, 以臻完美, 制器過程, 不論煉土、塑形、施釉、燒造, 處處精確嫻熟, 成品典雅雋美, 釉色青麗, 亮澤如玉, 一如本品。本品造型珍罕少見, 恢宏大氣, 折沿深腹, 外壁雕飾上下相錯的兩重折枝蓮花紋, 蓮花朵朵, 妍美盛放, 富具三維效果, 佈局繁密有序, 刀工流暢嫻熟, 一展蓮花挺秀之姿, 流露出明初特有的豪邁氣概。最為獨特之處則見脛部雕出卷雲式缸座, 別 緻新穎, 益見典雅高貴之氣。其釉水深碧厚潤, 敷施於凹凸起伏的紋飾之上, 鋪陳出一番有別傳統素雅含蓄的風格, 凸顯皇家雍容華貴之一面。明初龍泉窯承命為朝廷燒造需用器皿, 成就龍泉青瓷史上最後的輝煌, 期間所出多





# 十七世紀

# 西藏

# 四羅漢唐卡

# 棉布礦物膠彩

A THANGKA
DEPICTING FOUR
ARHATS

TIBET, CA. 17TH CENTURY



### Provenance:

- 1. Private American collection, formerly acquired before 2002.
- 2. Private British collection from 2002 to 2014.
- 3. Christie's London, 7 November 2014, Lot 490 (back cover lot)

60 x 43 cm 16 ½ x 23 ¼ in

HKD 150,000-200,000 USD 1,900-2,500

來源:1. 北美私人收藏, 2002年前;

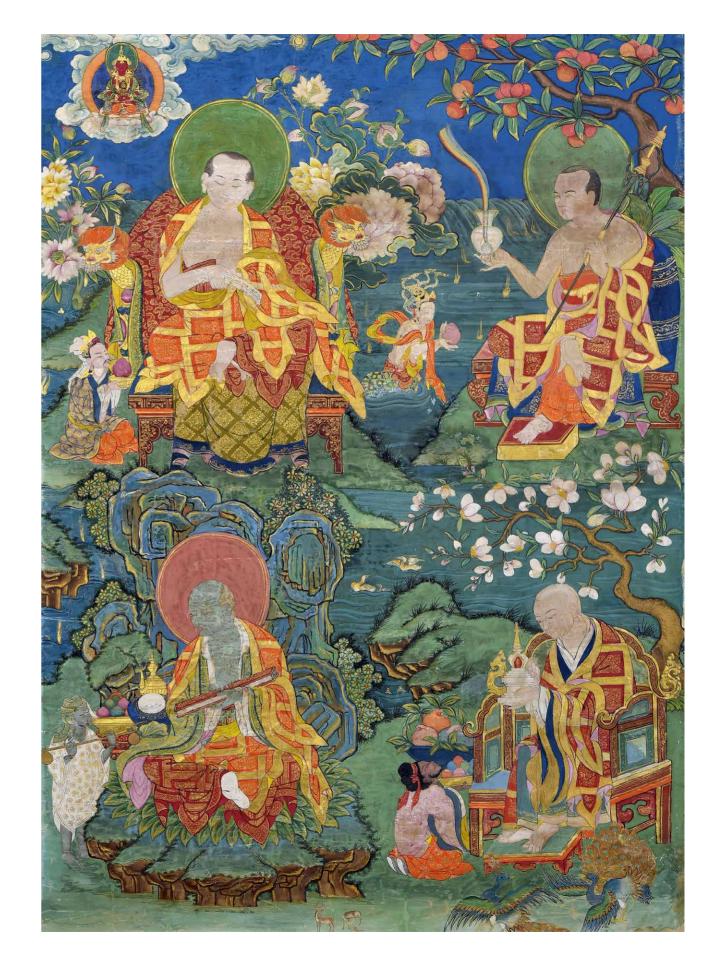
2. 英國私人收藏, 2002-2014年;

3. 倫敦佳士得2014年11月7日, 編號490

說明:羅漢(或稱十六阿羅漢、十六尊者),是釋迦牟尼的得道弟子,其名字早有佛經所載。東西方藝術史研究者通常使用梵文「阿羅漢」一詞來指代十六位尊者,梵音譯(Arhat),含有殺賊、無生、應供等義,是偉大的佛陀得法弟子修證最高的果位。此幅所繪即為十六羅漢中的四位羅漢。四位羅漢分上下兩排,皆端坐於坐墊之上,身披袒右肩袈裟和僧裙,形態各異,手持不同的法器或結不同印契,顯示各自不同的宗教功用與身份。上排左邊為半托迦尊者,半托迦尊者身披袈裟,左手持經,右手結說法印,半跏趺坐。右邊為那伽犀那尊者,尊者左手持禪杖,據說是尊者為居住在四天王天里的眾神和其他善相護法神、龍傳法時所得。下排左邊為賓頭盧尊者,右邊是十六尊者中最易辨認的阿秘特尊者,他手托菩提寶塔於胸前,注視著面前獻桃的供奉侍者。四羅漢身旁皆有弟子或侍從陪伴,增添了畫面的氣氛。畫面左上角空中浮現無量壽佛像,背景以綠色山石為主,天空呈現乾淨的藍色,顏色鮮亮,畫風清新。

此幅唐卡主尊四位阿羅漢的繪畫精細入微, 細至神情亦表達得十分傳神。著紅色袈裟, 身姿自在安然, 彰顯了精神內涵, 在每位羅漢的藝術表現中, 採用了差異化手法, 以青綠山水、繁復寶座、不同顏色雲團等藝術元素將其自然分開, 整體融合的畫風中中又有所區別, 體現了每位尊者不同的特質。畫面以青綠山巒為背景, 繪畫傳神, 線條流暢精細。整幅畫面一氣呵成, 佈局合理, 畫面協調, 畫

工精巧, 設色和諧, 生動的佛教故事場景躍然眼前。



# 16 世紀

# 銅鎏金羅漢像

A GILT-BRONZE
FIGURE OF A LAMA
16TH CENTURY



HKD 50,000-80,000 USD 6,400-10,200

來源:歐洲私人收藏

說明:上師是具有淵博學識和高深修為之人,在密教修行中,僧侶信徒都要皈依上師進行修行,因此上師是藏民族心中的精神導師,其地位和修為被視為與佛、菩薩無別,具有極為重要的宗教地位。此尊上師像造型舒展,人物形象生動,金色亮麗。面相方圓,額際高廣,眉目和善,唇部微露笑意,形象生動寫實。上軀端正,僧衣衣紋質地厚重,線條自然流暢。右手當胸結說法印,結全跏趺坐於雙層蓮座之上,蓮瓣細長飽滿,做工精緻,金水飽滿,值得珍藏。



(背面)



# 224

# 鸚鵡螺石

# A LARGE POLISHED AMMONITE

### Provenance:

Cretaceous (circa 145-66 million years ago)

S:30x35x20cm 11 <sup>6</sup>/<sub>8</sub>×13 <sup>6</sup>/<sub>8</sub>×7 <sup>7</sup>/<sub>8</sub> in

HKD 40,000-60,000 USD 5,100-7,600

來源: 倫敦佳士得2018年4月10日, 編號95

說明:本件鸚鵡螺石出自白堊紀時期的馬達加斯加,距今1億4000萬年前,彌足珍貴,後又經過精細打磨,傳達出極具雕塑立體的美感和溫潤光芒。此件鸚鵡螺石讓我們得以一窺史前海底世界的夢幻景象,盡顯海洋生物之綺麗,由化石形態完好保存下來。





# 銅錯金銀蟠龍紋雙耳 尊(配座)

A GOLD AND SILVER-INLAID BRONZE 'DRAGON' HU-FORM VASE

MING DYNASTY

### rovenance:

Private Japanese collection

H: 48cm 18 <sup>7</sup>/<sub>8</sub> in

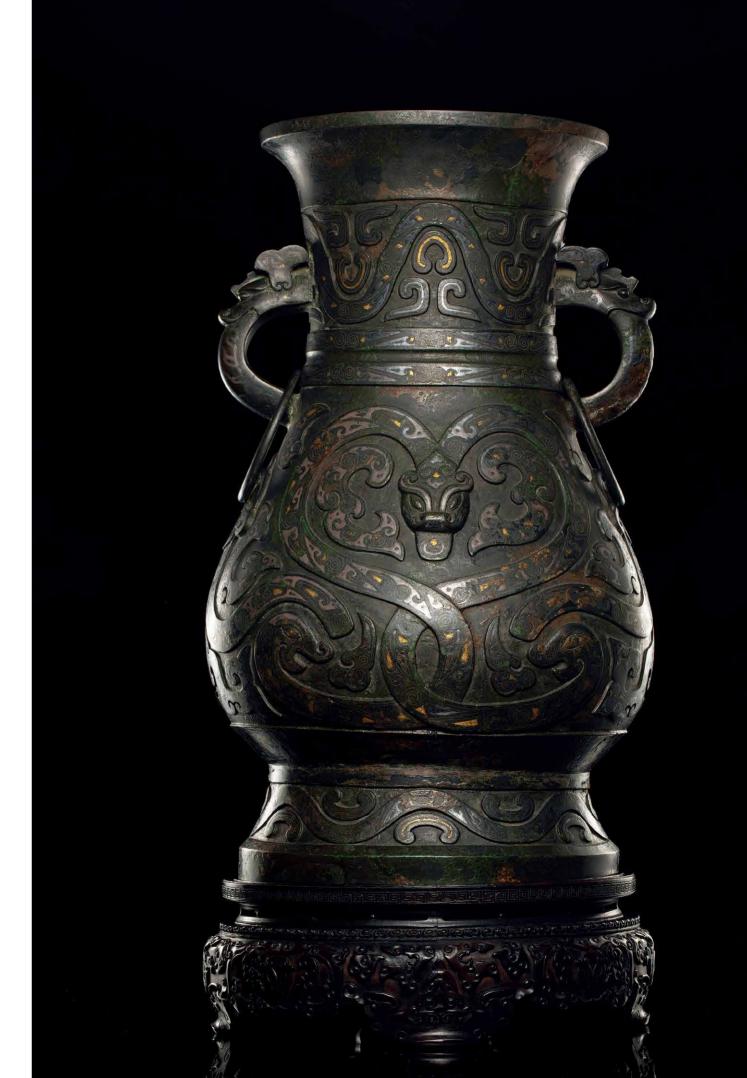
HKD 1,500,000-2,000,000 USD 191,100-254,800

### 來源:日本藏家旧藏

說明:通體銅材質,器口、頸、腹部均為橢圓形。口沿外撇,厚唇;頸部收斂,兩側置獸首 銜環耳;溜肩,鼓腹並下垂,圈足厚高且外撇;整體布三層紋飾,頸部飾波曲紋;紋 內飾斜角雲紋,腹部飾蛟龍紋,雙龍錯身纏腰;周身亦飾有雲紋為襯,龍身亦布滿 斜角雲紋;高足中飾曲波紋一周,紋飾之間以弦紋帶隔開。其器之頸部,腹部,足部 及環耳皆以金銀鑲錯出紋飾,彰顯貴意。錯金銀之工藝源於春秋時期,其目的為用 兩種貴重金屬不同的光澤顯現花紋,美化器物。而該工藝在青銅飾件上的應用始 於春秋中期,盛行於戰國,西漢以後逐漸走向衰落。它的一般做法為,先在青銅器 表面預先鑄出或鏨刻出圖案、銘文所需的凹槽,然後嵌入金銀絲、片,錘打牢固,再 用蠟石將其打磨光滑,達到突出圖案和銘文的裝飾效果。

若品位仿上古青銅器皿之風,當首論宋代博古之道的盛行。宋朝內廷根據內府所藏商周青銅禮樂器進行仿造,政和年間,徽宗命良工製作了大量擬古銅器。明王朝建立後,於宣德三年工部曾命人仿照宋人《考古圖》、《博古圖》諸書所記商周青銅器器形,鑄造仿古銅器,加之仿造內府所藏名窯的銅器,當時所鑄仿古銅器達三千三百餘件。這些仿古銅器,除部分歸宮廷留用外,還奉敕分與諸王府,因而得以流傳至各地。元代、明後期、清三代也是仿古禮器較盛的幾個時期,多是根據著錄或者舊藏鑄造,又賦予了新的時代特徵。

此件拍品之形制器物以明清時期較為多見,而宋代則多在客藏、墓葬等考古發掘中發現,量亦少矣。明朝高濂在《遵生八箋》中評論當時的鑄銅名家徐守素所制的仿古銅器時寫到:「精緻無讓,價於古值相半,其質料之精,工夫所到,繼以歲月,亦非常品,忽忽成者置之高齋,足可清賞,不得於古具,此亦可以想見上古風神」,初讀此段描述,令人將信將疑,觀此尊,方信其言不虚。



# 漢

# 青銅弦紋鋪首銜環壺

A PAIR OF ARCHAIC BRONZE RITUAL WINE VESSELS, HU HAN DYNASTY (206 BC- AD 220)

Artcurial auction, 2016, Lot 50

H:30cm 11 <sup>6</sup>/<sub>8</sub> in

HKD 50,000-80,000 USD 6,400-10,200

來源: 巴黎艾德拍賣行, 2016年12月13日, Lot 50

參閱:1.河北省文物研究所藏, 戰國毀圓壺, 1977年河北 平山出土;(圖1)

2.河北省文物研究所藏, 西漢中期 甄氏壺。(圖2) 說明:青銅壺自商代早期至漢代,經歷了一千兩百多年 的發展和演變,是銅禮器群不可或缺的組成部 分。如果說青銅器是中國古代文明的鴻篇巨製, 那麼青銅壺就是其中不可或缺的精彩篇章。從考 古材料中看,不少青銅壺內仍保存著酒類性質的 液體, 還有的壺內放有挹取酒用的銅鬥, 這說明 青銅壺主要用途為盛酒器。

> 此壺為一對,口微敞,束頸鼓腹,高圈足;有蓋, 蓋上立三個等距簡化的鳳鳥形鈕。漢代時期青銅 壺壺腹承襲戰國遺風,最大徑上移至壺中部,腹 側多流行裝飾鋪首銜環耳, 並飾凸弦紋, 這些特 徵皆可見於此對青銅壺。

此兩件青銅壺,器型大氣優美,端莊厚重,體現了 青銅製作技藝的精湛和高超水準, 是這一時期的 優秀代表作品, 其見證了源遠流長的中華文明, 在今日更是博大精深民族文化的載體, 價值之高 毋庸贅。河北省文物研究所藏的戰國監圓壺與西 漢中期甄氏壺可資參考比較。









# 商晚期

# 青銅饕餮紋罐形斝

A LARGE AND
FINELY CAST
ARCHAIC BRONZE
WINE VESSEL, JIA
LATE SHANG DYNASTY

### Provenance:

- 1. Private European collection, acquired before 1998.
- 2. Christie's London, 6 November 2018, Lot 1

H: 24.7cm 9 3/4 in

HKD 150,000-200,000 USD 19,200-25,600

參閱:河南博物院藏,罐形斝

來源:1、1998年前歐洲藏家入藏;

2、倫敦佳士得, 2018年11月6日, 中國瓷器及工藝品, Lot1, 成交价37500英镑。

說明: 學是用來盛酒以進行裸祭之禮的用具,如《周禮·春官·司尊彝》中載:「秋嘗,冬烝, 裸用斝彝、黃彝。」所謂裸祭是指酌酒灌地以祭,貴族在祭祀時把酒灌灑於地,讓 酒液滲入地而酒氣升於天,從而達到他們心目中上通天下徹地、祭祀天神地神的目 的。由此可見,此器在禮制森嚴的殷周時期地位是何等尊貴。

此斝敞口外侈, 口上有兩方柱高聳, 方柱上有飾圓渦紋傘狀柱頭; 身側為一獸首含梁鋬, 底出三菱錐足; 通身飾以獸面紋, 以淺浮雕方式鑄出, 頸部以蕉葉為形, 腹部以扉稜為中軸獸鼻, 刻鑄對稱的獸面紋, 獸面圓而突出的大眼睛猶為引人注目, 獸首彎角上卷, 以抽象的捲曲紋表現。 整體紋飾與器身相合, 形成一種恆久的威嚴之相。

此類罐型斝出現於商代晚期, 其特徵還表現在雙柱極為發達粗壯, 鏨上有獸形裝飾等, 同類器物中, 河南博物院藏的一隻罐形斝可資比較。

### 稽古—貴重中國古代藝術珍品



# 战国

# 青銅龍口提梁盉

A RARE FINELY CAST TRIPOD EWER AND COVER, HE

SPRING AND AUTUMN PERIOD(770-476 BC)

### Provenance:

Acquired from J. J. Lally & Co. Oriental Art, New York on 17 July 2008.

 $H: 20cm 7^{7}/_{8} in$ 

HKD 100,000-150,000 USD 12,800-19,200

來源: 2008年7月17日得於紐約古董商人藍理捷, 成交价: 37500英镑。

參閱: A very similar example, see Zhongguo qingtongqi quanji (Compendium of Chinese Bronzes), vol.9, Beijing, 1997, pl. 160

說明: 盃口沿外侈, 口上有一圓蓋, 周圍飾弦紋。廣肩, 鼓腹, 腹部飽滿而秀美, 飾弦紋一周, 三獸足。流較長, 龍首微昂, 張嘴為流。腹部一側置半環形龍首 鋬, 龍首向外, 既可把持, 又美觀雅致。蓋側鑄有活動鏈環與鋬相連。 銅盉出現在商代早期, 盛行於商晚期至西周, 主要作用是盛玄酒(水)以調和酒味濃淡的, 與爵配套可以盛酒, 與盆配套亦可盛水, 常用於貴族祭祀、宴饗等禮儀性場合。整個器物造型獨特, 鑄制考究, 銅綠斑駁, 古樸典雅。

出版: J.J. Lally & Co. Oriental Art, Ancient Chinese Bronzes, New York, New York, March 19 to April 19, 2011











### IMPORTANT NOTICES / 重要通告

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The paragraph below provide practical information on bidding. Our company staff listed in the previous section of this catalogue is available at your services to provide assistance. However, we would advise the bidder to read the following information carefully and be informed that the Company is the representative of the consignor.

### Source of lots

In some cases, if the source information of any lot has academic value or is well-known and can be identified through assistance, the Company may publish the relevant information in the catalogue. However, due to various reasons the identity of the seller or the former owner might not be disclosed (for example, when the seller requested to keep his/its identity confidential or when the lots were so old that the identity of the former owner was unknown).

### Commission

Buyers should pay commission to the Company. The commission is calculated at 20% of the hammer price of each lot.

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Buyer should review the lots at the pre-auction exhibition and undertake legal liability for their own bidding activities (including but not limited to legal liability). For further information on the lots, please contact the account executive. If the catalogue does not mention the condition of the lot, it does not mean that the lot is free of defect or flaws (please in refer to Article 29 of the Buyer's Conditions of Conditions of Businessin this catalogue).

### **Restricted materials**

The lots marked with ▲ have been identified as containing restricted materials when preparing the catalog and the related materials may be subject to import and export restrictions. For the convenience of bidders, the absence of such a symbol with respect to certain materials is not a guarantee that the lot has no import or export restrictions. Articles made of or containing plant or animal materials, such as corals, crocodiles, ivory, whale bones, hawksbills, rhinoceroses' horns and Brazilian rosewood, may require permits or certificates for being exported outside Hong Kong and may require additional permits or certificates when imported by a country outside Hong Kong, regardless of their year or value. Please note that an export license or certificate attached does not mean that an import license or certificate can be obtained effectively and legally in an individual country, and vice versa. For example, it is illegal to import ivory of less than 100 years into the United States. Buyer should check with the relevant government regulations on the import of wild animals and before the bidding. Buyer shall obtain export or import licenses/or certificates, as well as any other required documents. (please refer to Article 57 of the Buyer's Conditions of Business in this catalogue).

### Lot record

The Company will only provide copy of their records. Originals will not be provided at any time.

### Special notice

The corresponding legislative amendments have been made to the Protection of Endangered Species of Animals and Plants Ordinance, Chapter 586 in Hong Kong on 8 June 2018, concerning the amendments to Appendices of the Convention on International Trade in Endangered Species of Wild Fauna and Flora which has been adopted in 2016. The newly scheduled species include Dalbergia Species will be subject to licensing control. The new controls have

been effective on 1 November 2018. According to the said ordinance, unless exempted or otherwise specified, the import, introduction from sea, export, re-export or possession of endangered species or its derivatives, requires a license issued by Agriculture, Fisheries and Conservation Department.

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All electrical and mechanical goods are sold only at their decorative value and should not be assumed as being operable. Appliances must be inspected and approved by qualified electrical technicians before they can be used for any purpose.

### Porcelain, Buddha statues and antiques

Damage and repairs are detailed in the catalogue for the reference of the bidders. Buyer should inspect and make their own judgment to determine the status of each lot and be responsible for your own bids. We do not guarantee that the lot does not have other defects and flaws if the state of preservation is not described in the catalogue. Please request for a condition report from our staff if needed.

### Jewellery and watches

A statement of the status of jewellery to be auctioned is usually included in the catalogue. However, absence of such description does not mean that the lot is not defective or not beautified. The beautification of coloured stones, such as thermal treatment and clarity enhancement, has been widely accepted by the international iewellery market. If a verification report has been obtained for any lot from an internationally recognized gemological laboratory, the material facts and jewellery status known are recorded in the catalogue, and we would not be liable on the accuracy of the verification report. It is not possible for the Company to obtain a verification report for every piece of jewellery. Valuation is made based on all the information known at the moment. The buyer should review the lot before the auction and shall not withdraw, revoke its bid or defer payment on the ground of dissenting opinions. If the buyer would like to have a specific verification report, it will be charged separately and should make such request 14 working days before the auction. Buyer needs to pay attention to gems or jade from Myanmar, which may be prohibited to import in the United States. This restriction may not constitute a reason of withdrawing, revoking their bids or deferring payment of the lot.

All the watches in the catalogue are sold as they are, and the bidder should personally check the status thereof. The description of each lot in the catalogue is for reference only. Absence of any description does not mean that the lot is in good condition, has no damages or has not been repaired. The description of all lots in the catalogue is only the subjective opinion of the specialist, and may not be complete, and may not record all part replacement and damage repair records. The Company will not guarantee the operation, waterproofness, authenticity of individual parts (including the strap) of the lots and the origination authenticity thereof. In addition, bidders should pay attention to the US import restrictions on high-end watches.

### **Noble Handbags**

The conditions of all handbags are published in the catalogue. Absence of any description does not mean that the lot is in good condition, has no damages or has not been repaired. Buyer should personally inspect all conditions, and the lot description is only the subjective opinion from the specialist. In addition, handbags made of restricted materials may require permits or certificates for being exported outside Hong Kong and may require additional permits or certificates when imported by a country outside Hong Kong, regardless of year and/or value. Buyer should check with the relevant government regulations to import of wild animals and provisions on import and exports in Convention on International Trade in Endangered Species of Wild Fauna and Flora and before the auction bidding. Buyers shall be responsible to obtain export or import certificates, as well as any other required documents.

### Currency exchange rate for this catalogue

HK\$7.87=US\$1

The exchange rate for the purpose of the catalogue was based on the exchange rate as at the printing date of the catalogue and the actual payment amount shall be based on the exchange rate to be determined by the Company on the date of sale. Bidders should note that valuation of all lots are determined few months before the sale and are not definitive and may be subject to revision at the time of auction.

### Languages

With respect to the Company's Conditions of Business, Important Notices, Instructiors to bidding registration, Payment Notices and all other terms, conditions, notices, forms and other documents contained in the catalogue, published by the auctioneer or in the form of notices at the auction venue, and the description of lots in this catalogue, In case of any discrepancy between the English version and the Chinese version, the Chinese version shall prevail.

### Copyright

This catalogue is copyrighted by the Company and is prohibited to be reproduced or used in any other form without the written permission of the Company.

### Right of interpretation

The Company reserves all the rights of final interpretation to the Company's Conditions of Business, Important Notices and Instructions to Bidding Registration and Payment Instructions and all other terms, conditions, notices, forms and other documents contained in the catalogue, published by the auctioneer or in the form of notices at the auction venue.

華藝國際(香港)拍賣有限公司(以下稱為"本公司")舉辦的拍賣活動均依據本圖錄中所附之業務規則、重要通告、競投登記須知、財務付款須知以及可向本公司索取之買家業務規則進行,参加拍賣活動的競投人須仔細閱讀並予以遵守。該等業務規則及規定可以公告或口頭通知之方式進行修改,而不需要另行通知。

下文旨在給予閣下有關如何在拍賣會上競投之實用資料。於本圖錄前部份所列之本公司職員將樂意協助閣下。然而,閣下務須詳閱下列資料,並須注意本公司乃拍賣方之代表。

### 展品之出處

在某些情況下,若展品出處之資料擁有學術價值或是為人熟悉且能協助鑒別該展品,本公司在圖錄內刊印有關資料。但基於不同理由,賣方或昔日之上手物主之身份將或不會被揭露(如因賣方要求將身份保密或因展品年代久遠以致昔日上手物主之身份不詳等)。

### 買家之佣金

買家應支付本公司佣金。佣金按每件拍賣品落槌價之 20% 計算。

### 拍賣品之狀況

競投人應於拍賣前之展覽會上審看拍賣品,並對自己的競投行為承擔法律責任(包括 但不限於法律責任)。如欲進一步瞭解拍賣品資料,請向業務人員諮詢。如圖錄中未說 明拍賣品之狀況,不表示該拍賣品沒有缺陷或瑕疵(請參閱載於本圖錄之買家業務規 則第二十九條)。

### 受限制物料

附有▲符號之拍賣品於編制圖錄當時已識別為含有受限制物料,而有關物料可能受到進出口之限制。有關資料為方便競投人查閱,而無附有該符號並非保證該拍賣品並無進出口之限制。由植物或動物材料(如珊瑚、鱷魚、象牙、鯨骨、玳瑁、犀牛角及巴西玫瑰木等)製成或含有植物或動物材料之物品,不論其年份或價值,均有可能需要申領許可證或證書方可出口至香港境外,且由香港境外國家進口時可能需要申領其他許可證或證書。務請注意,附有能取得出口許可證或證書並不代表能確保可在個別國家有效及合法取得進口許可證或證書,反之亦然。例如,將歷時不足100年之象牙進口至美國即屬非法。競投人應向相關政府查核有關野生動物植物進口之規定後再參與競投。買家須負責取得任何出口或進口許可證/或證書,以及任何其他所需文件。(請參

閱載於本圖錄之買家業務規則第五十七條)。

### 白品著級

本公司所有著錄均只提供影印本, 恕不提供原件。

### 特別通告

香港法例第586章《保護瀕危動植物物種條例》已於2018年6月8日作出相應的立法修訂,以履行2016年《瀕危野生動植物種國際貿易公約》修訂中對黃檀屬所有種的規定。新管制措施已於2018年11月1日生效,該條例規定,凡進口、從公海引進、出口、再出口或管有列明物種的標本或衍生物,均須事先申領漁農自然護理署發出的許可證。

### 電器及機械貨品

所有電器及機械質品只按其裝飾價值出售,不應假設其可運作。電器在作任何用途前 必須經合格電器技師檢驗和批核。

### 瓷器、佛像及古董

請各位買家於拍賣前自行檢查拍品的保存狀態,並對您的競買行為負責。圖錄中未說明的拍品保存狀態,並不表示此件拍品沒有缺陷或瑕疵。如有需要請向工作人員索取狀態報告。

### 珠寶及鐘錶

有關本次珠寶拍賣品的狀況陳述通常會載於圖錄上,然而沒有說明不代表該拍賣品沒有缺陷、瑕疵或未經美化處理。有色寶石的美化處理,如加熱、注油等,已被國際珠寶市場普遍接受。如該件拍賣品已向國際公認寶石化驗所取得驗證報告,所知的重要事實及珠寬狀況均已記載於圖錄上,本公司不會對驗證報告之準確性承擔責任。本公司或不可能就每一件珠寶拍賣品取得驗證報告,估價乃就當刻已知悉之所有資料而作出,競投人應於拍賣前自行審看拍賣品,事後持不同意見不足構成撤回或撤銷對該拍賣品之競投或延遲付款的理由。如要求提供指定驗證報告,需另行付費及於拍賣會 14 個工作天前提出要求。競投人另需注意源自緬甸的寶石或翡翠,可能會被禁止進口美國,此限制不足構成撤回或撤銷對該拍賣品之競投或延遲付款的理由。

圖錄中的所有鐘錶拍賣品均以當刻的狀況賣出,競投人應親自檢查拍賣品的狀況,圖錄中對各拍賣品的描述僅供參考,沒有說明不代表該拍賣品狀況良好、沒有損壞或不管作過修復。圖錄中對拍賣品的描述只屬於本公司專家的主觀意見,可能並不完整,亦未必對所有零件更換、損壞修復作出記錄。本公司不會對鐘錶拍賣品對運作、防水性、個別零配件(包括錶帶)對真實性及是否原廠作出保證。此外,競投人需注意美國對高級鐘錶的進口限制。

### 名品手袋

圖錄中所有手袋拍賣品的狀況均已描述於圖錄中,沒有說明不代表該拍品狀況良好,沒有損壞或不曾修補。競投人應親自檢查拍品狀況,拍品描述只屬本公司專家的主觀意見。另外,競投人需對受限制皮料(如鱷魚皮、蜥蜴皮等)所製成的手袋不論其年份或價值,均可能須申領許可證或證書方可出口至香港境外,且由香港境外國家進口時可能須申領其他許可證或證書。競投人應向相關政府查核有關野生動物植物進口之規定和瀕危野生動物種國際貿易公約(CITES)之進出口條款後再參與競投。買家須負責取得任何出口或進口許可證書,以及任何其他所需文件

### 本目錄採用之貨幣兌換率

7.87 港元 =1 美元

本目錄採用的貨幣兌換率是根據目錄付印時的兌換率設定,實際實付時應以交易當日本公司決定之兌換匯率為準。競投者請注意,所有貨品的估價均是多月前擬定,並非一成不變,拍賣時可能會作出調整。

### 医宣文本

本公司業務規則、重要通告、競投登記須知、財務付款須知及載於圖錄、由拍賣官公佈 或於拍賣會場以通告形式提供之所有其他條款、條件、通知、表格等文件以及本圖錄 中拍賣品之描述,均以中文文本為準,英文文本僅供參考文本。

### 版權

本圖錄版權屬本公司所有。未經本公司書面許可,不得以任何形式對本圖錄的任何部分推行複製或進行其他任何形式的使用。

### 解釋權

本公司業務規則、重要通告、競投登記須知、財務付款須知及載於圖錄、由拍賣官公佈 或於拍賣會場以通告形式提供之所有其他條款、條件、通知、表格等文件的解釋權均 由本公司行使。

### INSTRUCTIONS TO BIDDING REGISTRATION / 競投登記須知

- I. To participate in the bidding registration, you must fill out the bidding registration form, provide supporting identification documents and pay the deposit to complete the registration formalities.
- II. A certified true copy of the following documents must be provided at the time of registration:
- 1. Individuals: identification documents with photo issued by the government (such as a resident ID card or passport) and current address proof (if not indicated in the identity document, a public utility bill and/or bank statement is required).
- 2. Corporate clients: business registration certificate and identification documents copy of shareholders.
- 3. Agent: an original copy of the identity document with the photo of the agent (such as resident ID or passport), the supporting documents of the bidder/company represented by the agent, and the original copy of authorization documentation(s) signed by the person/company. Please note that Holly's International (HK) Auctions Co. Limited ("Holly's (HK)" or the "Company") does not accept any third-party payments, including agents. If you participate in the auction on behalf of others, Holly's (HK) only accepts payment from the principal.
- 4. For new clients and those who have not had any successful bid for any lots at Holly's International Auction Co., Ltd., the Company reserves the right to request the bidder for credit certificates issued by banks. New clients participating in the auction for the first time are recommended to register not less than 3 working days prior to the auction in order to have sufficient time to process the registration.
- III. Guests of Holly's (HK) who wish to bid in the Spring Auctions will be required to pay a deposit of HKD 500,000 before his/her application for a paddle. For any high valued lots, Holly's (HK) may in its absolute discretion to increase the deposit and/or handling charges without further notice. If your accumulated bid amount exceeds HKD 10,000,000, Holly's (HK) will have the right to request at any time for an increase in deposit to HKD 1,000,000. Holly's (HK) is entitled to request for financial proof from you and if you are unable to provide the same, Holly's (HK) reserves the right to reject any bidding from you. Holly's (HK) reserves all the rights of final interpretation to the aforesaid contents.
- IV. All deposits must be paid in Hong Kong dollars by wire transfer or credit card/UnionPay card approved by Holly's (HK) (the credit card/UnionPay card must be under your name). If you were not successful in the bidding, Holly's (HK) will arrange to refund (without interest) within 14 working days after the date of auction. Holly's (HK) has the right to use the deposit to settle the consideration of the lot you bid for. Holly's (HK) has the right to use the deposit to offset any arrears payable by you to Guangzhou Holly's International Auctions Co., Ltd. Any loss or expenses as a result of the exchange transaction involving the refund will be borne by you.
- V. The Company has the right to require buyer to provide proof of financial status, guarantees, proof of deposit and/or other collaterals to be provided by the bidders for their desired lots that may be required by the Company at its absolute discretion. The Company reserves the right to investigate the source of funds of bidders.
- VI. The Company reserve the rights to reject the bidding registration of any buyer without any explanation.

- 一、閣下參與競投登記時須填寫競投登記表格並提供有關身份證明文件及 繳納保證金,以辦理登記手續。
- 二、競投登記時須提供文件之核實副本:
- 個人:政府發出附有照片的身份證明文件(如居民身份證或護照),及 現時住址證明(如身份證明文件未有顯示,提供公用帳單及/或銀行月 結單)。
- 2. 公司客戶: 公司商業登記證及股東證明文件。
- 3. 代理人: 代理人附有照片的身份證明文件正本(如居民身份證或護照), 代理人所代表之競投人士/公司之證明文件,以及該人士/公司簽發 的授權書正本。敬請注意,華藝國際(香港)拍賣有限公司("華藝(香港)" 或"公司")拍賣有限公司不接受第三方付款-此規定亦適用於代理人。 如閣下代表他人參與競投,華藝(香港)僅接受委託人之付款。
- 4. 新客戶以及未在華藝國際拍賣有限公司成功競投拍賣品的客戶,本公司 有絕對權力向閣下要求提供銀行發出之信用證明。建議首次參與競投的 新客戶於拍賣會前至少 3 個工作天前辦理登記,以便有充足的時間處 理登記資料。
- 三、參加香港華藝國際 2022 春季拍賣會之嘉賓, 在辦理競投號牌前需交納保證金港幣 500,000元。對於高估價拍賣品, 華藝(香港)有權隨時調整其保證金及/或手續費金額,且毋須另行通知。如您累計競投金額超過港幣 10,000,000元,本公司將有權聯繫您現場追加保證金至港幣1,000,000元。在您參與競投前,華藝(香港)有權要求您提供有關的財務證明,如您未能及時提供,華藝(香港)有權拒絕您參與競投。華藝(香港)拍賣有限公司在法律允許的範圍內對上述內容擁有最終解釋權。
- 四、所有保證金必須以電匯或華藝(香港)認可之信用卡/銀聯卡以港幣付款(閣下必須親自使用您名下的信用卡/銀聯卡)。如閣下未能投得任何拍賣品,華藝(香港)將安排在拍賣結束後十四個工作日內退回閣下已付的保證金(不包含利息)。如閣下成為買家,華藝(香港)有權將該保證金作為支付拍賣品購買價款的款項。華藝(香港)可用保證金抵銷閣下在廣州華藝國際拍賣有限公司的任何欠款。任何涉及退款的兌換交易損失或費用,將由閣下承擔。
- 五、本公司有權要求競投人提供財務狀況證明、擔保、存款證明及/或本公司可絕對酌情要求競投人為其有意競投的拍賣品提供其他抵押。本公司保留調查競投人資金來源的權利。
- 六、本公司有絕對權力拒絕任何人之競投登記而不需給予任何解釋。

### PAYMENT INSTRUCTIONS / 財務付款須知

### **Payment instructions**

The successful bidders should pay the final amount that will include the hammer price and the corresponding commission after the auction. The buyer should pay to the Company and collect the lot within seven days from the auction (inclusive of the date of auction). The Company does not accept payments by any third party other than the buyer. This term also applies to agents. If any agent participates in the auction on behalf of a principal, the Company only accepts payment from the principal. The Company reserves the right to refuse payment from sources other than the buyers.

The following payment methods are acceptable:

### Wire transfer

We recommend payment directly made to the Company's bank account by wire transfer. Please send the remittance instructions to the bank along with your name and paddle number or invoice number (the name of the remitter must be the name indicated on the paddle).

Note: If the buyer has a Taiwan account, payment must be made by transfer in Hong Kong dollars.

Bank: Hang Seng Bank Limited

Account name: HOLLY'S INTERNATIONAL (HK) AUCTIONS CO. LIMITED Account No.: 395-667124-883

ACCOUNT NO.: 395-66/124-883

Beneficiary's bank code: HASEHKHHXXX

Bank No.: 024

Bank: The HongKong and Shanghai Banking Corporation Limited
Account name: HOLLY'S INTERNATIONAL (HK) AUCTIONS CO. LIMITED

Account No.: 400-515177-838

Beneficiary's bank code: HSBCHKHHHKH

Bank No.: 004

Bank: BANK OF COMMUNICATIONS CO., LTD. HONG KONG BRANCH Account name:HOLLY'S INTERNATIONAL (HK) AUCTIONS CO. LIMITED

Account No.: 841-1017292-01

Beneficiary's bank code: COMMHKHHXXX

Bank No.: 027

### Credit card UnionPay card

If payment is settled by credit card or UnionPay card, there will be an administration charge of 1.4% for UnionPay and 2.0% for credit card transactions respectively, and the buyer must make payment with the card at the Company in person. The Company has imposed no restriction on the amount to be paid by credit card, however issuing bank of the credit card may impose payment limit.

### Cheque

The Company accepts personal cheques and company cheques. Please ensure that the cheque is payable to Holly's International (HK) Auctions Co. Limited. Buyers should note that they can only collect lots after the cheque has been cleared. Payment by traveler's cheque is not allowed.

### Cash

Lots can be collected immediately upon payment in cash or by cashier's check. However, in principle, the Company does not accept payments in cash in one or more installments in excess of HKD 80,000 or foreign currency of equal value and does not accept NTD.

All prices should be paid in Hong Kong dollars. The Company has the right to request the buyer or new client to provide valid identification document, correspondence address proof and fund source proof. With respect to any payment made in a currency other than Hong Kong dollars (except NTD), it should be converted at the exchange rate agreed by the buyer and the Company or at the exchange rate of the Hong Kong dollar against the currency as published on the working day before the buyer's payment date by the bank selected by the Company, subject to the exchange rate listed on the invoices issued by

the Company. All bank charges, commissions or other fees incurred by the Company for such conversion shall be borne by the buyer.

Our company will issue an invoice of sold lot(s) based on the name and address which is(are) on the Bidding Registration Form and the registered name and address should not be changed and/or amended.

### 付款方法

拍賣成交後,買家應支付落槌價連同相應於該落槌價之適用傭金。拍賣成交日(含成交日)起七日內,買家應向本公司付清購買價款並提取拍賣品。本公司不接受除買家外的任何第三方付款。此項規定亦適用於代理人。如代理人代表他人參與競投,僅接受委託人付款。除接受買家付款外,本公司保留拒收其它來源付款的權利。

本公司接受以下幾種付款方式:

### 雷雁

付款方式最好以電匯的方式直接轉入本公司的銀行帳戶。請將匯款指示連同您的姓名及競投牌號或發票號碼一起交予銀行(匯款姓名必須與辦牌姓名一致)。

注明: 若買家為臺灣帳號, 必須以港幣進行轉帳結算。

戶行: 恆生銀行有限公司

戶名: HOLLY'S INTERNATIONAL (HK) AUCTIONS CO. LIMITED 賑睫: 395-667124-883

收款銀行代號: HASEHKHHXXX

銀行編號: 024

戶行: 香港上海滙豐銀行有限公司

戶名: HOLLY'S INTERNATIONAL (HK) AUCTIONS CO. LIMITED

號碼: 400-515177-838

收款銀行代號: HSBCHKHHHKH

銀行編碼: 004

戶行: 香港交通銀行有限公司

戶名: HOLLY'S INTERNATIONAL (HK) AUCTIONS CO. LIMITED

號碼: 841-1017292-01

收款銀行代號: COMMHKHHXXX

收款銀行代號: COMM 銀行編碼: 027

### 信用卡/銀聯卡

買家如以信用卡、銀聯卡方式支付購買價款,則另支付1.4%(銀聯卡)或2.0%(信用卡)的費用,且買家本人須持卡到本公司辦理。本公司本身對刷卡金額無限制,但視買家發卡行限制可能會產生限額。

### 支票

本公司接受個人支票與公司支票,支票擡頭請注明「華藝國際(香港)拍賣有限公司」, 但買家請留意須於支票承兌後方可提取拍賣品。本公司不接受旅行支票付款。

### 現金

如以現金或銀行本票繳付款項,則可立即提取拍賣品。原則上本公司不接受以一筆或 多次付款形式用現金支付超過港幣80,000元或同等價值外幣之款項,且不接受新台 幣付款

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### HOLLY'S INTERNATIONAL (HK) AUCTIONS CO. LIMITED CONDITIONS OF BUSINESS

# 華藝國際(香港)拍賣有限公司業務規則

### **Chapter I General Principles**

# ARTICLE 1 HOLLY'S INTERNATIONAL (HK) AUCTIONS CO. LIMITED ACTING AS THE AGENT

Holly's International (HK) Auctions Co. Limited shall be the Seller's agent unless otherwise agreed. The closing agreement of the Lot shall be the contract between the Seller and Buyer. these conditions and other terms, conditions and notices in the catalogue announced by the Auctioneer, or provided at the auction venue in the form of notice all constitute the agreed terms between the Seller, Buyer and/or Holly's International (HK) Auctions Co. Limited as the auction agent.

### ARTICLE 2 DEFINITIONS AND INTERPRETATIONS

- I. In all articles of these conditions, the following terminologies shall have the following meanings:
- 1. "Company" refers to Holly's International (HK) Auctions Co. Limited;
- 2. "Seller" refers to the natural person, legal person or other organization which entrusts the Company with auction of items within the scope specified in the Company's conditions of business. In these conditions, unless otherwise described or required in a particular context, Sellers shall include the Sellers' agents (excluding the Company), executor(s) or personal representative(s):
- 3. "Bidder" refers to any person, company, corporation or entity which considers, actually bids or tries to bid in any form. In these conditions, unless otherwise described or required in a particular context, the Bidder shall include agent of the Bidder;
- 4. "Buyer" refers to the Bidder, including the proxy of the person who bids in the capacity of an agent, who bids at the highest price or offer accepted by the Auctioneer in the auction activities held by the Company;
- 5. "Commission payable by Buyer" refers to the Hammer Price-based commission to be paid to the Company according to the rates specified in these conditions;
- 6. "Lot" refers to the item which the Seller consigns to the Company for auction and which is to be auctioned at the auction, especially items included in any catalogue with any assigned numbers and descriptions;
- 7. "Date of auction" refers to the date announced in the Company's notice on which the auction shall be officially held; In case of inconsistency between the announced date of commencement and the actual commencement date of auction activities, the actual commencement date of auction activities shall prevail:
- 8. "Date of deal" refers to the date when the deal of any Lot has been confirmed by the Auctioneer by striking the gavel or through other open ways to indicate that it has been dealt in the auction activity held by the Company;
- "Auctioneer" refers to the person whom the Company designates for hosting a certain auction;

- "Hammer Price" refers to the price at which the Auctioneer decides that the Lot shall be sold to the Buyer, or the agreed selling price in case of deal after the auction;
- "Net proceeds of sale" refers to the net amount due to the Seller, being the remainder after deducting the pro-rata commissions, all costs and other amounts payable by the Seller to the Company;
- 12. "Purchase Price" refers to the amount payable by the Buyer for buying the Lot, including Hammer Price and all commissions. Total amount including all other expenses payable by the Buyer and all costs payable by the Buyer for failing to perform its obligations;
- 13. "All costs undertaken by Buyer" refers to the expenses and costs associated with the Company's selling the Lot, including but not limited to the those spent on insurance, packaging, transportation, storage and safekeeping by the Company; the costs of any tests, investigations, inquiries or appraisal of Lot additionally requested by the Buyer; or expenses and legal costs incurred in recovering payment from defaulting Buyer;
- 14. "reservation price" refers to the undisclosed minimum selling price which the Seller has confirmed with the Company for the Lot;
- 15. "Estimates" refers to the estimated selling price shown in the auction catalogue or after other descriptions, excluding the commissions payable by the Buyer;
- 16. "Storage fee" refers to the fees for storage payable by the Buyer to the Company according to these conditions.
- II. In the articles of these conditions, where the context requires, words denoting the singular shall include the plural and vice versa.

### ARTICLE 3 SCOPE OF APPLICATION

All parties who participate in the auction activities organized by the Company, including the Sellers, Bidders, Buyers and other related parties (including but not limited to the Sellers. Bidders. Buvers or Buyers' agents) shall be deemed to have fully accepted the provisions of the Articles in these conditions and shall be bound thereby, and shall adhere to these conditions in the auction activities organized by the Company, enjoy the rights specified by these conditions and undertake the obligations specified herein. In case of inconsistency between the written agreement and these conditions, the written agreement shall prevail. The Bidders who participate in the auction activities organized by the Company shall be deemed to have fully accepted these conditions, be they bid in person or through an agent, by raising the paddle at the auction activities, by absentee bids, by phone or by any other means. Any disputes between the parties which participate in the auction activities organized by the Company shall be resolved according to these conditions.

### **ARTICLE 4 SPECIAL NOTICE**

The Bidders and Buyers who participate in the auction activities organized by the Company shall

carefully read and be abide by these conditions. In particular, the Bidders and/or Buyers should read carefully the Company's responsibilities limitations and disclaimers contained in these conditions. The Bidders and/or their agents shall be responsible for examining the original Lots in person, and bear liabilities for their acts of bidding for the Lots. In the auction activities organized by the Company, upon the Auctioneer's confirmation of the Bidder's pavable price by striking the gavel or indicating that the purchase was made in other manner publicly, the closing agreement of the Lot shall take legal effect, and the Bidder shall become the Buyer of the Lot. The Company Seller and Buyer shall admit the fact that the Lot has been sold and dealt, they shall be entitled to the rights specified by the law and provided herein, hear the liabilities and perform the obligations provided herein. Any party which fails to perform its obligations shall bear the corresponding liabilities. The Company may amend these conditions by displaying a notice at the auction venue or through announcement by the Auctioneer at the auction venue.

### **Chapter II The Seller**

### ARTICLE 5 PROCEDURE OF CONSIGNMENT

When the Seller consigns its Lot to the Company:

- if the Seller is a natural person, a governmentissued identity card with photo (such as resident identity card or passport) must be presented and an auction consignment contract shall be signed with the Company;
- II. if the Seller is a legal person or other organization, it must hold a valid certificate of incorporation, proof of shareholding or lawful authorization document and sign an auction consignment contract with the Company;
- III. By signing an auction consignment contract with the Company, the Seller automatically authorizes the Company to produce photos, illustrations, catalogues or other forms of image products of the Lot.

### ARTICLE 6 AGENT OF THE SELLER

If the Seller consigns the Lot to the Company through an agent, documentary proof of the proxy shall be presented to the Company. This may include:

- I. a valid identity card in the case of a natural person;
- II. valid certificate of incorporation and proof of shareholding if the Seller's agent is a legal person or other organizations;
- III. power of attorney duly executed in accordance with the law. The Company has the right to examine to confirm its legality of the said documents.

### ARTICLE 7 WARRANTIES OF SELLER

The Seller shall irrevocably guarantee to the Company and Buyer regarding the Lot consigned to the Company as follows:

I. It has the absolute ownership or lawful right of disposal of the Lot. The auction of the Lot shall

- not prejudice any third party's legal interest (including copyright interest) nor violate the related laws and regulations;
- II. To the best of its knowledge, it has made full and complete disclosure and description of the Lot's origin and flaws to the Company and has notified the Company of the same in written form, without any concealment or fabrication. If alcohol is consigned, the consignor shall fully disclose the defects or flaws that exist on, including but not limited to the case, label, ullage and corks.
- III. If the consigned Lot is an imported item, the Seller shall guarantee that it complies with the laws of the place of origin, has completed the import/export formalities and notify the Company accordingly in written form:
- IV. If the consigned Lot is a restricted item, the consignor shall ensure that the Lot does not violate any laws of Hong Kong (including Public Health and Municipal Services Ordinance Food Safety Ordinance and the Protection of Endangered Species of Animals and Plants Ordinance), and ensure that it is eligible for any licence or permit required by the laws of Hong Kong for possessing, disposing of or auctioning such Lot and disclose the same to the Company. The consignor guarantees that a written notice shall be sent no less than two months before the auction is held if the Company needs to apply to the authorities concerned for additional licence or permit before the Lot can be auctioned, displayed, disposed or possessed.
- V. In case of violation of the said warranties resulting in claims or litigation, including that made or initiated by the actual owner or any third party who claims to have rights in the Lot thus causing losses to the Company and/or Buyer, the Seller shall be responsible for compensating the Company and/or Buyer for all the losses damages they sustain, and shall bear all costs and expenses incurred.

### ARTICLE 8 RESERVATION PRICE

A Reservation price is set for all Lots besides the non-reservation price agreed between the Company and Seller for the auction. The reservation price shall be confirmed by the Company and Seller in writing through negotiation. Once the reservation price amount has been confirmed by both parties, consent of the other party is needed if any either party intends to change it. If no deal is closed for the subject Lot authorised by the Seller, the Company shall has the right to maintain the reservation price for sale at a subsequent auction, the Seller shall pay the Company the commission. Under no circumstances shall the Company bear any responsibilities for closing no deal for any Lot at the reservation price at any auction organized by the Company.

### ARTICLE 9 THE COMPANY'S RIGHT OF DECISION

The Company has sole right of decision for the following matters:

- To make any descriptions and/or comments on the Lot through the auction catalogue and/or news media and/or other carriers;
- $\ensuremath{\mathsf{II}}.$  Whether any expert shall be consulted;
- III. Illustration of the Lot in auction catalogue, promotion of the Lot at the auction or other forms of publicity for the Lot and arrangements

- in promotion activities, as well as the standard of payable costs;
- IV. Whether a certain Lot is suitable for the Company to auction;
- V. Such matters as date, venue, conditions and mode of auction.

### ARTICLE 10 LOT NOT AUCTIONED

If for any reasons the Company considers a Lot to be unsuitable for the company's auction after the Seller has signed an auction consignment contract with the Company and delivered the Lot, the Seller shall collect the Lot within thirty days from the date of the Company's notice bearing such expenses as packaging and shipping, the auction consignment contract between the Company and the Seller shall be rescinded on the date when the Seller collects the Lot. If the consignor fails to collect the Lot within the said time frame, the auction consignment contract between the Company and the Seller shall be rescinded on the date of expiry of the said time frame. If the Seller fails to collect the Lot within seven days upon rescission of the auction consignment contract, the Company has the right to receive Storage fee, insurance premium and other reasonable expenses. The Company also has the right to dispose of the Lot in any ways it deems fit, and the Seller shall collect any remainder (if any) of the proceeds after deducting all expenses thus incurred to the Company.

### ARTICLE 11 TERMINATION OF AUCTION

Under any one of the following circumstances, the Company has the right to terminate the auction activities of any Lot any time before the auction has actually commenced:

- I. The Company has objection against the Lot's ownership or authenticity;
- II. A third party has objection against the Lot's ownership or authenticity, presents related supportive materials, pays security as required by the Company, and is willing to undertake corresponding responsibilities for the legal consequences arising from termination of the auction activities and all losses incurred:
- III. The Company has objections against the Seller's description or the accuracy as guaranteed by the Seller mentioned in Article 7 of these conditions;
- IV. There is evidence to show that the Seller has violated or will violate any Articles of these conditions;
- V. Any other reasons for which the Company consider that the termination is necessary;
- VI. Regardless of the reason for termination, the Company has the right not to complete the Lot return formalities if it is aware that the consigned Lot is involved in any disputes over the ownership or other issues, the related formalities shall not be proceeded until the disputes have been resolved.

### ARTICLE 12 SELLER'S WITHDRAWAL OF LOT

The Seller may withdraw the Lot any time before the date of auction by sending a written notice to the Company. But if the Lot has been included in the catalogue or other publicity materials have been put to press at the time when the withdrawal takes place, the Seller has to pay a sum equivalent to 20% of the Lot's reservation price and all other costs. If the catalogue or other publicity materials

have not been put to press, a sum equivalent to 10% of the Lot's reservation price and all other costs shall also be paid. The Seller shall solely be responsible for any disputes or compensation arising from withdrawing the Lot, the Company will assume no responsibility whatsoever. If the consignor fails to pay the Company shall the corresponding fees, the Company shall has the right to auction the following Lots according to this contract.

### ARTICLE 13 AUTOMATIC INSURANCE

Unless otherwise instructed by the Seller in writing, after the Seller has entered into the auction consignment contract and delivered the Lots to the Company, all the Lots shall be automatically covered by the Company's insurance, and the insurance premium amount shall be based on the reservation price (in the absence of reservation price, the agreed insurance amount for the Lot shall prevail. In case of adjusting the reservation price, the original reservation price of the Lot shall prevail). The insurance premium amount is only applicable to insurance and claims, it is not the warranty or guarantee for value of the Lot. neither does it means the Lot will be sold at a price equivalent to the insurance premium amount if the Lot is auctioned by the Company.

### ARTICLE 14 INSURANCE PREMIUM

After closing a deal for the Lot, the Seller shall pay insurance premium equivalent to 1% of the Hammer Price unless otherwise agree with the Company. If the Lot remains unsold at the auction, the Seller shall also pay insurance premium equivalent to 1% of the reservation price.

### ARTICLE 15 INSURANCE PERIOD

In case of closing a deal for the Lot, the insurance period shall terminate from the 30th day from the Date of deal (inclusive of the date of sale) or the day when the Buyer collects the Lot (whichever is earlier). If the Lot remains unsold at the auction, the insurance period shall terminate from the 30th day from the date of notice issued by the company notifying collection of the Lot.

### ARTICLE 16 INSURANCE TO BE ARRANGED BY SELLER

If the Seller notifies in writing that the Company is not obliged to insure the Lot, the risks shall be wholly borne by the Seller. Besides, the Seller shall also bear the following responsibilities:

- To compensate for the claims and litigation against the Company initiated by any other right holders for the damages and loss of the Lot;
- II. To be responsible for compensating the Company and/or any party for all losses and expenses arising from damages and loss of the Lot for any reasons;
- III. To notify any insurer of the Lot of this Article's provisions about compensation.

### ARTICLE 17 EXCLUSION FROM INSURANCE

Damage or loss of the Lot due to natural wear and tear, inherent flaws, internal or potential defects, changes in materials, self-combustion, self-heating, oxidation, corrosion, leakage, rat-bite, bug-bite, atmospheric changes (climate or air temperature), changes in humidity or temperature, other causes of gradual changes, and force majeure such as earthquake, tsunami, war, hostile behavior, armed conflicts, terrorist activities, coup d'etat, strike

and social riot, or nuclear radiation or radioactive pollution as well as the damage or loss of frames or glass, drawers, bottom pads, trestles, mountings, insert pages, scroll heads or other similar accessories due to any reason are not within the scope of insurance indemnity.

### **ARTICLE 18 INSURANCE INDEMNITY**

All damages and losses of Lot as a result of the events or disasters covered by the insurance taken out by the Company shall be handled pursuant to the laws and regulations of Hong Kong on insurance. In the case that the Company claims against the insurance company and obtains insurance indemnity whereinafter, it shall pay the remaining sum of the insurance indemnity to the Seller after deducting the expenses (excluding commissions).

### ARTICLE 19 PROHIBITION OF BIDDING

The Seller shall not bid for the Lot he consigned to the Company, neither shall the Seller entrust others to bid on his or her behalf. But, the Company has the right to bid with offer no higher than the reservation price on behalf of the Seller. In case of violation of this Article, the Seller shall solely bear the corresponding liabilities and compensate all losses which the Company suffers as a result.

### ARTICLE 20 COMMISSIONS AND COSTS

Unless otherwise agreed between the Seller and the Company, the Seller authorizes the Company to deduct 10% of the Hammer price as commissions apart from deducting other miscellaneous fees therefrom. Although the Company is the Seller's agent, the Seller agrees that the Company may receive commissions and charge other miscellaneous fees from the Buyer according to Article 49 of these conditions.

### ARTICLE 21 HANDLING FEES FOR UNSOLD LOTS

If a Lot fails to close a deal because the bid price is lower than the reservation price, the Seller authorizes the Company to charge handling fees and other miscellaneous fees on the upsold Lot

### ARTICLE 22 PAYMENT OF NET PROCEEDS OF SALE

If the Buyer has fully paid the Company the Purchase Price according to Article 49 of these conditions, the Company should pay the Seller the Net proceeds of sale within 35 days from the Date of deal in Hong Kong dollars.

### **ARTICLE 23 LATE PAYMENT**

If the Company fails to receive full payment of Purchase Price upon expiry of the payment period according to Article 51 of these conditions, the Company shall pay the Seller the Net proceeds of sale within 7 working days from the date when the Buyer fully pays the Purchase Price.

### ARTICLE 24 TAX PAYABLE BY SELLER

Net proceeds of sale received by the Seller is taxable. If it is stipulated in the law that the Company is obligated to withhold the tax, the Company shall do so pursuant to the law, the Seller shall help complete all formalities and bear the related tax and expenses.

# ARTICLE 25 ASSISTANCE IN RECOVERING OUTSTANDING PAYMENT

By consigning the Lot to the Company, the Seller is deemed to have authorised the Company to

recover from the Buyer the related outstanding payment on behalf of the Seller. Where the Buyer fails to fully pay the Purchase Price to the Company within 7 days from the Date of deal (inclusive of the date of sale), the Company has the right to recover from the Buyer the commissions and other miscellaneous fees pursuant to Article 58 of these conditions: in addition, it also has the right to take appropriate measures (including but not limited to resolution through legal channels) to help the Seller collect the outstanding payment from the Buyer under circumstances it deems practical and feasible. The aforesaid provision does not deny the Seller's right to recover the outstanding payment personally or through an entrusted third party. neither does it obligate the Company to recover the outstanding payment from the Buyer on behalf of the Seller under any circumstances. Where the Buyer fails to pay the Purchase Price, under no circumstances shall the Company bear the Buyer's corresponding responsibilities to the Seller.

### ARTICLE 26 THE COMPANY'S RIGHT OF DECISION

The Company has the right to be authorised by the Seller (with fee borne by Seller) and decide on the following matters depending on specific situations:

- I. Consent to have the Purchase Price paid on special payment terms;
- II. Removal, storage and insurance of sold Lots;
- III. Resolution of claims made by Buyer or Seller according to related articles of these conditions:
- IV. Recovery of outstanding payment from Seller through other necessary means.

### ARTICLE 27 UNSOLD LOTS

I. Post-auction deals

The Company and Seller shall re-negotiate and confirm the consigned Lot's reservation price and sell the Lot for the Seller, the Company shall pay the Seller the Net proceeds of sale no less than that payable based on the revised reservation price.

II. Re-auction

The agreed levels of the original auction consignment contract shall prevail for the standards of commissions and fees.

III. Collection of Lots

The Seller shall collect the Lots (bearing the packaging and transportation costs) within 30 days from the date of notice issued by the Company, and pay the Company the formality fee and other miscellaneous fees for the Lot. For failure of collection beyond the said time frame, the Company has the right to charge Storage fee, insurance premium and other reasonable expenses. The Company also has the right to sell the Lot through public auction or in other manner on conditions which the Company deems fit, and has the right to deduct from the Net proceeds of sale the formality fee and other miscellaneous fees payable by the Seller for the unsold Lot in the first auction and all expenses for the second auction: the remainder will be paid to the Seller.

### ARTICLE 28 ASSUMPTION OF RISK

If the Seller fails to collect the Lots not auctioned or sold beyond the time frame specified in these conditions, the Seller shall bear all risks and expenses which occur and incur beyond the said time frame. All risks and expenses of the Lots not

auctioned or sold shall be borne by the Seller from the 30th day from the date of collection notice (inclusive of the date of sale) issued by the Company to the Seller or from the date the consignor collects the Lots according to provisions of these conditions (whichever is earlier). If the Seller requests the Company to help it withdraw the Lot within the time frame specified in these conditions and the Company agrees, all risks and expenses of the Lots shall be borne by the Seller after the Lot has been removed from the Company's designated location. Unless the Seller specially indicates and pays the insurance premium in advance, the Company is not obligated to insure the Lot after it has been removed from the Company's designated location. If the Seller requests the Company to help return the Lot by post express delivery or other third-party shipping methods, the Company shall be deemed to have returned the Lot and the Seller has collected the same upon the Company's delivery of the Lot to the nost, express delivery, transportation entities, the Company or their employees/branch offices.

### **Chapter III Bidder and Buyer**

# ARTICLE 29 BIDDERS' AND THE COMPANY'S RESPONSIBILITIES FOR SOLD LOTS

- I. The Company's knowledge about the Lots partly relies on the information provided by the Seller, the Company is unable and will not conduct thorough due diligence on the Lots. The Bidders are aware of this and shall be responsible for checking and examining the original Lot so that Bidders are satisfied with the Lot which they may be interested.
- II. All Lots to be auctioned by the Company are open for Bidder's examination before they are sold. By participating in bidding, the Bidders and/or their agents shall be deemed to have thoroughly examined the Lots before the bidding and are satisfied with the Lots' conditions and accuracy of their descriptions.
- III. Bidders' acknowledgment of the Lots' long history and special categories means the Lots are not perfect and flawless. All Lots are sold on an 'as is' basis at the time of the auction (regardless if Bidders attend the auction). Conditions report may be provided when examining the Lots. Under certain circumstances, catalogue description and conditions report can serve as reference for certain flaws of the Lots. Nonetheless, the Bidders shall note that the Lots may have flaws which are not specified in the catalogue description and conditions report.
- IV. Any Lot-related information provided to the Bidders, including any forecast information (written or verbal) and including any catalogue information, rules, other reports, comments or estimates, are not factual description but statement of the Company's views. Such information may be amended by the Company from time to time at its sole discretion.
- V. Neither the Company nor the Seller make any statement or warranty regarding whether the Lot is subject to any copyright or whether the Buyer has bought the copyright of any Lot.
- VI. Subject to the items listed in Articles 29(1) to 29(5) and the specific exemption stated in Article

30 of these conditions, the Company gives the explicit statements in catalogue description and conditions report in a reasonable and prudent manner (consistent with the articles regarding the Company as the auction agent provided herein) based on (1) information provided by the Seller to the Company; (2) academic and technical knowledge (if any); and (3) views generally accepted by related experts.

# ARTICLE 30 WAIVER OF AND LIMITATION TO BUYER'S RESPONSIBILITIES

- If the Lot is shown to be a counterfeit, the commissions will be refunded to the Buyer together with the Hammer price.
- II. Subject to the issues contained in Article 29 and Articles 30(1) and 30(5) of these conditions, the Company needs not:
- (1) bear responsibilities for any errors or omissions of the oral or written information provided by the Bidder to the Company, regardless if they are caused by negligence or any other reasons, unless otherwise stated in Article 29(6) herein;
- (2) make any guarantee or warranty to the Bidders, and excluding any implicit warranties and rules other than the explicit warranties which the Company makes to Buyer as entrusted by the Seller (except responsibilities which cannot be excluded under the law);
- (3) bear responsibilities to any Bidders for the actions or omissions regarding the auction or any matters pertaining to selling any Lots (regardless if they are caused by negligence or other reasons).
- III. bear responsibilities for the Seller's violation of these conditions unless the Company owns the Lot for sale.
- W. Without prejudice to Article 30(2) of these conditions, any claims that the Company or Seller faces from the Bidder shall be limited to the Lot's Hammer price and the commission payable by Buyer. Under no circumstances shall the Company or Seller bear responsibilities for any losses suffered by the Buyer correspondingly;
- V. Article 6 of these Conditions does not exclude or limit the Company's responsibilities for casualties resulted from the Company's or Seller's fraudulent misrepresentation or the Company's or Seller's negligent acts or omissions.

# ARTICLE 31 CATALOGUE AND OTHER DESCRIPTIONS OF LOTS

In order to facilitate Bidder's or Buyer's participation in the auction activities organized by the Company, the Company will produce a catalogue of the Lots which provides concise descriptions about the Lots' conditions in the forms of text and/or pictures. The text, estimates, photos or other forms of images and publicity items of the catalogue are for Bidders' reference only, they may be amended before the auction and do not constitute the Company's guarantee for the Lots' authenticity, value, tone and flawlessness.

### ARTICLE 32 UNCERTAINTY OF CATALOGUE

Where the illustrations, video production and publicity materials of the Lots in any other forms are different from the original item in tone, color, graduation and shape due to printing and technical reasons including photography, the original item

shall prevail. The introduction and comments in any form made by the Company and its employees or agents for any Lot are views provided for reference, they shall not constitute any guarantee for the Lot. The Company and its employees or agents shall bear no responsibilities for the inaccuracy or omissions of the said introduction and comments.

# ARTICLE 33 RESERVATION PRICE AND ESTIMATES

subject to a reserve regardless if it is indicated or not. The reservation price is generally no higher than the pre-auction minimum estimate announced or published by the Company before the auction. For Lots without any reservation price, the Auctioneer has the right to determine the starting price unless bidding has already started, but the starting price shall be no higher than the pre-auction minimum estimate. Under no circumstances shall the Company bear any responsibilities for closing no deal for any Lot at the reservation price at any auction organized by the Company. If the Lot's bid price is lower than the reservation price, the Auctioneer has the right to decide that the Lot shall be sold at a price lower than the reservation price. Under such circumstances, however, the payment to be made by the Company to the Seller shall be the amount receivable by the Seller when the Lot is sold at reservation price. The estimate is evaluated some time earlier than the Date of auction, it is not the confirmed selling price and is not binding legally. Any estimates shall not serve as the basis for Hammer Price forecast, and the Company has the right to amend the estimates already made from

### ARTICLE 34 BIDDER'S RESPONSIBILITY OF INSPECTION

The Bidder and/or shall be responsible for understanding actual conditions of the Lot personally and bear liabilities for their acts of bidding for the Lots. The Company solemnly advises that the Bidder shall personally inspect the original Lot intended for bidding by appraisal or other means before the date of auction, so as to personally determine whether the Lot is consistent with the descriptions provided in the Company's catalogue and other forms of image products and publicity materials. In no way shall any decisions be made based on the descriptions provided in the catalogue, image products and publicity materials.

### ARTICLE 35 REGISTRATION OF BIDDERS

Where the Bidder is an individual, he or she should fill out and sign a registration form presenting government-issued identity credential (such as resident identity card or passport) with photo and proof of current address (such as utility bills or monthly bank statement). If the Bidder is a company or other organization, it shall fill out and sign a registration form presenting valid certificate of incorporation, proof of shareholding and lawful authorization document to obtain a paddle. The Company may request the Bidder to present payer bank information or other documentary proof of financial status.

### ARTICLE 36 PADDLE

The Company may announce the conditions and procedure for obtaining a paddle based on any circumstances such as different conditions and ways of auction before the date of auction,

including but not limited to setting the eligibility for being issued a paddle. The Company solemnly reminds that the paddle is the only proof of a Bidder's eligibility to take part in on-site bidding. The Bidder should properly safe keep the paddle and shall not lend it to others. In case of loss, the loss registration formalities shall be completed in a written form recognized by the Company. The acts of bidding of any paddle holder at auction activities shall be regarded as the acts of the paddle registrant's acts whether or not the holder is the Bidder's proxy. The Bidder shall bear liabilities for his or her acts unless the paddle registrant has personally completed the loss registration formalities in a written form recognized by the Company and the Auctioneer has announced that paddle has been void on-site.

### ARTICLE 37 BIDDING DEPOSIT

To participate in the Company's auction activities, the Bidder shall pay the bidding deposit before collecting the paddle. The Company will announce the amount of bidding deposit before the date of auction and has the right to waive the same. If the Bidder fails to buy any Lot and owes the Company no money, the deposit shall be fully refunded to the Bidder interest-free within 14 working days at the end of the auction. If the Bidder becomes a Buyer, the Company has the right to keep the deposit as part of the Lot's Purchase Price.

### ARTICLE 38 THE COMPANY'S RIGHT OF CHOICE

The Company has the discretion to forbid anyone from participating in the auction activities organized by the Company, entering the auction venue, or taking photos, tape-recording or audio-recording at the auction venue.

# ARTICLE 39 EMERGENCY ACTIONS FOR ABNORMAL FVFNTS

The Company has the right to take emergency actions if abnormal events take place at the auction venue. The Company has the right to resolve any disputes which occur at the auction venue through mediation.

### ARTICLE 40 BIDDING AS THE PRINCIPAL

Each Bidder shall be deemed the Bidder himself or herself unless the Bidder presents a written proof before the date of auction to the Company that he or she is the agent of a Bidder and has received a written recognition from the Company. The Company only receives payment from the Bidders.

### ARTICLE 41 ABSENTEE BID

A Bidder should attend the auction in person. Where the Bidder cannot attend in person or attend through an agent, he or she may entrust the Company with arrangement of absentee bid or telephone bidding on his or her behalf. The Company has the right to decide whether to accept the said absentee bid. Bidder who entrusts the Company with bidding shall complete the formalities within the specified time frame (no later than 3 working days before the date of auction), presents to the Company a filledout bidding form and pays the bidding deposit according to these conditions. If the Bidder who entrusts the Company with bidding needs to cancel the absentee bid, he or she shall notify the Company in writing no later than 24 hours before the date of auction.

### ARTICLE 42 AUCTION RESULTS OF ABSENTEE BID

The Bidder who entrusts the Company with the bidding shall undertake the results of the absentee bid entrusted as well as the related liabilities Bidders who indicate hidding by way of instant communication such as telephone in the absentee bid form shall accurately state the mode of instant communication and keep the instant communication device in safe custody. The instant communication device shall be used by the Bidder personally during the period when the Company is entrusted with the hidding. If the instant communication device is lost or out of control, the instant communication device specified in the absentee bid form should be immediately changed in a written form recognized by the Company. When being entrusted with absentee bid, the Company will make appropriate efforts to contact the Bidder the hidding information transmitted through that instant communication device (whether or not transmitted by the Bidder or the Bidder's agent) shall be deemed acts of the Bidder. The Bidder shall bear liabilities for his or her acts unless the Bidder has changed the mode of instant communication specified in the absentee bid form in a written form recognized by the Company. The Company has absolute right to audio record and retain all telephone bidding. By choosing telephone bidding, the Bidder agrees to have his or her telephone recorded. Nevertheless. under no circumstances shall the Company bear responsibilities for any unsuccessful contact or errors, suspension or omissions in the bidding process using that instant communication device.

### ARTICLE 43 DISCLAIMER OF ABSENTEE BID

Given that absentee bid is the Company's free service of transmitting bidding information to the Bidders, the Company and its employees shall bear no responsibilities for unsuccessful bids; any errors, omissions, negligence, mistakes or inability to bid in the course of bidding.

### ARTICLE 44 ABSENTEE BID ON FIRST-COME-FIRST-SERVED PRINCIPLE

If two or more Bidders entrust the Company with absentee bid for the same Lot at the same price and the Lot is eventually sold at that Hammer Price, the Bidder whose absentee bid form reached the Company first shall be the Lot's Buyer.

### ARTICLE 45 AUCTIONEER'S RIGHT OF DECISION

The Auctioneer has absolute right to decide on the following matters:

- I. To forbid any bidding;
- II. To auction in the way it determines;
- III. To withdraw any Lot, split up any Lot for auction or pair up any two or more Lots for combined auction:
- IV. To decide on the successful Bidder, whether to continue with the auction, cancel the auction or re-auction the contentious Lot in case of errors or disputes (whether during or after the auction):
- V. The Auctioneer may start and carry out the bidding at a level with bidding increments he deems fit, and has the right to bid on behalf of the Seller up to the amount of the reservation price, either by placing bids or consecutive bids or by placing bids in response to other Bidders;
- VI. To adopt other actions which it deems fit.

### ARTICLE 46 NO RESERVATION PRICE SET

For Lots with no reservation price set, the Auctioneer may decide on the starting price at his or her discretion unless bidding is in progress. If no bids are offered for such price, the Auctioneer shall continue with the auction by lowering the price at his or her discretion until bids are offered again, and then continue with increments.

# ARTICLE 47 IMAGE PANEL AND CURRENCY CONVERSION PANEL

In order to facilitate bidding of Bidders, image projectors or other forms of panels may be installed at the venue but the content displayed is for reference only. The data and information - including Lot numbers, Lot photos or reference amounts in foreign currency- shown on the image projectors or other forms of panels may contain errors, the Company shall bear no responsibilities for any loss caused by such errors.

### ARTICLE 48 CLOSING A DEAL

Upon confirmation of the highest bid with a knockdown of the gavel or other open manners employed by the Auctioneer to indicate that the deal is closed, the Bidder's bid shall be deemed successful. It also means that the Bidder shall become the Lot's Buyer and an auction agreement has been concluded between the Seller and Buyer.

### ARTICLE 49 COMMISSION AND FEES

Th Bidder shall become the Lot's Buyer upon successful bid. The Buyer shall pay the Company commission in amount equivalent to 20% of the Hammer Price as well as All costs undertaken by Buyer. Besides, the Company may receive from the Seller commission and all miscellaneous fees to be borne by the Seller according to these conditions of business.

### **ARTICLE 50 TAXES**

All monies to be paid by the Buyer to the Company shall be in net amounts, excluding tax on goods, tax on services or other value added tax (whether or not levied by Hong Kong or other regions). Any tax applicable to the Buyer shall be borne by the Buyer pursuant to the current relevant laws and regulations.

### ARTICLE 51 TIME OF PAYMENT

When a deal is closed, the Buyer shall fully pay all monies for the purchase and arrange collection of the Lot within 7 days from the Date of deal (inclusive of the date of sale) regardless of any provisions of the import, export or other permits unless otherwise agreed. Any packaging, conveyance, transportation, insurance and departure fees incurred shall be borne by the Buyer.

### ARTICLE 52 CURRENCY OF PAYMENT

All monies shall be paid in Hong Kong dollars. If the Buyer pays in currency other than Hong Kong dollars, it shall be converted based on the currency rate agreed between the Buyer and the Company or the exchange rate of Hong Kong dollars against the currency of payment announced by the bank selected by the Company one working day before the payment will be made. All bank formalities incurred in the Company's conversion of that currency into Hong Kong dollars, commissions or other fees shall be borne by the Buyer.

### ARTICLE 53 TRANSFER OF OWNERSHIP

The Buyer has no ownership of the Lot even after the Company has delivered it to the Buyer, it is not owned by the Buyer until monies for the purchase and amounts which the Buyer owes the Company are fully paid.

### ARTICLE 54 TRANSFER OF RISKS

The risks of the Lot which occurs under any one of the following circumstances (whichever is earlier) after successful bid shall be borne by the Buyer:

- I. The Buyer has collected the Lot purchased; or
- II. The Buyer has paid all monies for the purchase to the Company; or
- III. Upon expiry of 7 days from the Date of deal (inclusive of the date of sale).

### ARTICLE 55 COLLECTION OF THE LOT

The Buyer shall go to the Company's address or other location specified by the Company for collection of the Lot purchased within 30 days from the Date of deal (inclusive of the date of sale). The Buyer shall be responsible for the insuring the Lot purchased after the risks were transferred to the Buyer. If the Buyer fails to collect the Lot within 30 days from the Date of deal (inclusive of the date of sale), all related fees including safe keeping, conveyance and insurance upon expiry of the said time frame shall be borne by the Buyer, and the Buyer shall bear all responsibilities for the Lot he or she has purchased. If the Lot is safe kept by the Company or its agent upon expiry of the said time frame, the Company and its employees or agent shall bear no responsibilities for damages and loss of the Lot due to any reasons.

### ARTICLE 56 PACKAGING AND SHIPMENT

The Company has the right to decide whether to accept the Buyer's request for packaging and handling services. If the Company's employees package and handle the Lot as requested by the Buyer, the said packaging and handling shall only be deemed services provided by the Company to the Buyer, so any risks and losses shall be borne by the Buyer. Under no circumstances shall the Company be responsible for damages and loss of frames or glass, drawers, bottom pads, trestles, mountings, insert pages, scroll heads or other similar accessories due to any reason. Where the Buyer requests the Company to help collect the Lot purchased in form of postal delivery, express delivery or transportation (packaging, postal and transportation costs to be borne by the Buyer). the Company shall be deemed to have delivered the Lot and the Buyer shall be deemed to have collected the Lot through normal procedure once the Company has delivered the Lot to the postal, express delivery, transportation entities or companies and their employees/branch organizations, the risks involved in the process shall be borne by the Buyer, and the postal, express delivery and transportation processes are not insured unless the Buyer has specially indicated and bear the insurance premium. The Company shall not be responsible for all errors, omissions, damages or loss caused by the packaging company and postage, express delivery, transportation entities or companies which the Buyer designates or the Company recommends.

### ARTICLE 57 IMPORT/EXPORT AND PERMITS

The Buyer shall be responsible for obtaining the

permits for import/export, endangered species or others. Failure or delay in obtaining the necessary permits shall not be deemed the Buyer's reason for canceling the purchase or late payment of all monies for the purchase. The Company shall bear no responsibilities arising from failure to fill out or submit the import/export shipping orders, lists or documents. If the Buyer requests the Company to apply for the export permit on his or her behalf, the Company has the right to charge service fee for such service. But, the Company does not guarantee that the export permit will be issued. Neither the Company nor the Seller make no representation or guarantee as to whether any Lot is subject to import/export control or embargo.

### ARTICLE 58 REMEDIES FOR OUTSTANDING PAYMENT

Where the Buyer fails to make full payment according to these conditions or any payment arrangements agreed with the Company, the Company has the right to adopt one or more of the following measures:

- I. After a deal is closed, if the Buyer fails to pay the Purchase Price within 7 days from the Date of deal (inclusive of the date of sale), the bidding deposit paid at the time of registration shall not be refunded and the Buyer shall bear the corresponding responsibilities as provided herein. If the Buyer has closed deals for a number of Lots using the same paddle and fails to pay Purchase Price of any of them within the specified time frame when the deals are closed, all bidding deposits shall not be refunded and the Buyer shall bear the corresponding responsibilities as provided herein;
- II. Where the Buyer fails to fully pay the Company all monies for the purchase within 7 days from the Date of deal (inclusive of the date of sale), the Company has the right to entrust a third party organization to remind the Buyer to pay all or part of the monies for purchase;
- III. Where the Buyer fails to fully pay the monies for the purchase within 30 days from the Date of deal (inclusive of the date of sale), the Company has the right to receive interest at the daily rate of 5/10000 of the outstanding amount from the 31th day from the Date of deal until the day when the Buyer has fully paid all monies unless the Buyer has otherwise agreed with the Company;
- IV. The Buyer shall bear the risks and expenses of taking out an insurance policy, removing and storing the Lot in the Company or other places;
- V. To initiate litigation against the Buyer or apply to an arbitration institution for mediation demanding compensation for all the losses suffered by the Company, including but not limited to financial losses, legal costs, default payment and interest on late payment as a result of the Buyer's late payment of or refusal to pay the monies for the purchase;
- VI. To retain the Lot or other Lots which the same Buyer has successfully bid from the Company and the Buyer's other properties or property rights occupied by the Company for any reasons, all expenses and/or risks incurred during the retention period shall be borne by the Buyer; If the Buyer fails to perform all his or her related obligations during the time frame specified by the Company, the Company has the right to issue a notice on the exercise of lien, and dispose of the items under lien if the

Buyer fails to fully repay all outstanding monies within 30 days after issuance of the notice; If the proceeds from disposing the items under lien are insufficient to fully offset the monies payable by the Buyer, the Company has the right to recover them separately;

- VII. The Company may decide at its absolute discretion to cancel or agree that the consignor shall cancel the deal; refuse the defaulting Buyer's request to pay or collect the Lot, and reserve the right to recover all losses which the Company suffers as a result of canceling the deal;
- VIII. With consent of the consignor, the Company may re-auction the Lot or sell the same in other modes according to these conditions; the Company shall determine the estimate and reservation price at its discretion. In addition to the commissions payable by the Buyer and Seller and other miscellaneous fees which they shall bear for the first auction, and all the expenses incurred in the re-auction or selling of the same in other modes, the original Buyer shall also pay the difference if the Lot is sold in the re-auction or sale in other modes at a price lower than the that offered in the original auction;
- IX. Any amount after offsetting the monies which the Company owes the Buyer in any other deals from the monies which the Buyer owes to the Company for the Lot;
- X. The Company may solely decide to repay the monies which the Buyer owes to the Company for the Lot or in any other deals with any monies paid by the Buyer;
- XI. To refuse the Buyer or its agent to bid in the future or receive bidding deposit before they bid:
- XII. To disclose information of the Buyer to the Seller so the Seller may initiate litigation to recover the outstanding amount or claims for damage compensation and legal costs from the defaulting Buyer.

### ARTICLE 59 REMEDIES FOR LATE COLLECTION OF LOTS

If the Buyer fails to collect the Lot purchased within 7 days from the Date of deal (inclusive of the date of sale), the Company has the right to adopt one or more of the following measures:

- I. To insure the Lot and/or store it in the Company or other places, all costs (including but not limited to Storage fees calculated and received as specified in the consignor's registration form from the 31st day from the Date of deal (inclusive of the date of sale)) and/or the risks thus incurred shall be borne by the Buyer. The Buyer shall not collect the Lot until the Buyer has fully paid all monies for the purchase (packaging, conveyance, transportation, insurance and departure costs to be borne by the Buyer);
- II. The Buyer shall bear all risks and costs incurred after the time frame for collection specified in this Article if the Buyer fails to collect the Lot during the time frame. Where the Buyer fails to collect the Lot within 30 days from the Date of deal (inclusive of the date of sale), the Company has the right to publicly auction or sell the Lot in forms and conditions it deems fit after notifying the Buyer. If monies are left after deducting all losses and costs (packaging, conveyance, transportation,, insurance, departure, storage

and notary costs) from the proceeds of disposal, the Buyer shall receive the balance, which is interest-free. If the balance has not been collected within two years after the Date of deal, it will be deposited into the courts of Hong Kong after lessing the related costs (including legal costs).

### ARTICLE 60 LIMITED WARRANTY

I. The Company provides general warranty to the Buyer: If the Lot sold by the Lot is subsequently found to be counterfeit, the Company shall cancel the deal as provided herein, and refund the Hammer Price together with the commissions paid by the Buyer in the currency used in the original deal. In this connection. according to the Company's reasonable opinions, counterfeit refers to counterfeit which frauds in the provenance, place of origin, date, year of production, duration, culture or sources, etc. of the item, and the correct description of the above have not been included in the contents of the catalogue (any special terminologies are taken into consideration). Any damages of the Lot or any kind of restored item and/or renaired items (including repainting or paint thereon) shall not be regarded as counterfeit.

Please note that this warranty does not apply to any of the following circumstances:

The catalogue content is based on opinions of scholars and experts generally accepted as at the selling day or the catalogue content shows contradictions in such opinions; or the only way to prove that the Lot is a counterfeit on the selling day was not generally available or recognized, extremely expensive or not practicable at the time; or method which has already damaged the Lot or may (based on the Company's reasonable opinions) cause a loss of the Lot's value; or if no significant value of the Lot is lost according to description of the Lot.

- II. The time frame specified in this warranty, which is within 5 years after the related auction, is exclusively made to the Buyer, it is not transferable to any third party. In order to make a claim based on this warranty, the Buyer must: notify the Company in writing within one month upon receipt of any information which leads to the Buyers' doubt about the authenticity and properties of the Lot stating the Lot number, date of purchase and reasons for considering the Lot to be a counterfeit, and return to the Company the Lot in a status identical with that on the day when it was sold to the Buyer, with proper ownership fit for transfer and free of claims from any third party since the selling day.
- III. For Southeast Asian modern and contemporary art, Chinese oil painting and Chinese painting and calligraphy artwork, although currently the academic circle disallows definitive descriptions for this category, the Company reserves the discretion to cancel the deals of modern and contemporary art. Chinese oil painting and Chinese painting and calligraphy artwork proved to be counterfeit according to this warranty but the time frame is set within one year from the auction day. According to this Article, the paid monies shall be: refunded to the Buyer but the Buyer must produce evidence (in the mode specified in (II) and (IV) of this Article) to the Company within one year from the auction day to prove that the Lot is counterfeit.

- IV. The Company may waive any of the rules above at its discretion. The Company has the right to demand the Buyer to obtain reports from two independent experts recognized in the sector and are acceptable to the Company and Buyer with costs borne by the Buyer. The Company shall not be restricted by any report presented by the Buyer, and shall reserve the right to consult additional experts at the Company's costs
- V. This limited warranty is not applicable to other categories including jewelry, time pieces, luxury handbags and Chinese or Western liquor.

### **Chapter IV Miscellaneous**

### **ARTICLE 61 SPECIAL CATEGORIES**

- I. Descriptions of the status of Lots in jewelry category are usually provided in the catalogue, but a lack of description does not mean the Lot has no defects, flaws or not processed for better appearance.
- Colored gemstones (such as rubies, sapphires, emeralds and various colored gemstones) may have been processed for better or improved appearance, including heating, oiling and radiation, etc. These common methods have been recognized by the international jewelry business, but processed gemstones may have their hardness impaired and/or need special maintenance in the future.
- 2. The Company will not apply to professional institutions for appraisal reports for each jewelry Lot. If a certain Lot has been issued an appraisal report from an internationally recognized jewelry laboratory, the Company will provide details in the catalogue. Each laboratory may have different opinions as to whether a certain jewelry has been processed, the extent it has been processed or whether permanent effect is achieved due to different methods and techniques adopted. The Company shall bear no responsibilities for the accuracy of the appraisal reports issued by the laboratories.
- 3. If you want appraisal report from a specific laboratory, such request should be made at least 14 working days before the Date of auction, the Company will apply for the appraisal report on behalf of you but you shall bear the appraisal costs.
- 4. The estimate for a jewelry Lot is based on all the information known at the time, the Bidder should examine the Lot or pursue thorough knowledge of the same personally before the auction. By bidding, the Bidder is deemed to accept all the conditions of the Lots.
- 5. The Company reminds the Bidder that gemstones or jade from Burma may be subject to embargo of certain countries.
- II. Lot under timepieces category
- 1. Description about the known current conditions of a certain Lot under timepieces category is included in the catalogue is for Bidders' reference only. Most timepieces have been repaired and maintained during the course of use, the Company does not guarantee that any parts of any timepieces are genuine parts, and it is possible that the pendulum, clock hammers or key is missing.

- 2. Timepieces generally has very exquisite mechanical structure which may need general maintenance service, battery replacement or further repairs all of which shall be undertaken by the Buyer. The Company does not guarantee any timepieces sold are in satisfactory operating conditions. We do not provide certificates unless otherwise mentioned in the catalogue.
- Most timepieces have been opened for checking the caliber model and quality, so waterproof case may not have insufficient waterproof function, the Company advises that an examination shall be conducted by a timepieces expert.
- III. The Company reminds the Buyer to carefully examine the conditions and materials of the Lot at the time of collection. For Lots under categories of jewelry and timepieces, the Company does not accept Buyer's application for return after a lapse of two years 'from the delivery of the Lots to the Buyer. For Lots under categories of luxury handbags, and Chinese and Western liquors, the Company does not accept Buyer's (and his or her agent's) application for return after a lapse of 15 days from the delivery of the Lots to the Buyer.
- For application for return of Lots under categories of jewelry and timepieces within two years after collection and application for Lots under categories of luxury handbags, and Chinese and Western liquors within 15 days after collection, the Company only makes limited guarantee that it accepts applications from Buyers and the Lot to be returned shall satisfy the following requirements:
- the Buyer has provided sufficient evidence to the acceptance of the Company to prove that the Lot is counterfeit and the Company recognizes so
- wine bottles should remain sealed
- luxury handbags should be in conditions identical with those at the time of collection
- all outward appearance of packaging should be in conditions identical with those at the time of collection
- other requirements determined by the Company based on the Lot's actual conditions.

# ARTICLE 62 COLLECTION OF INFORMATION AND VIDEO-RECORDING

For operation of auction business, the Company may audio-record video-record and record the course of any auction, and also needs to provide personal information of the Bidder or obtain information about the Bidder from a third party (e.g. credit review from the bank). This information will be handled and kept confidential by the Company, but the information may be provided to the Company's division, affiliates or subsidiaries to help provide perfect services to Bidders, conduct customer analysis or provide services which meet the Bidders' needs. The Company may also need to provide some personal information of the Bidder to third party service providers (such as sea freight company or storage company) as and when necessary so as to protect the Bidder's interests. By taking part in bidding at the Company's auction. a Bidder agrees to the foregoing provisions. The Bidder may contact the Customers' Services Department if the Bidder wants to access or change his or her personal information.

### ARTICLE 63 CONFIDENTIALITY

The Company shall be obligated to keep confidentiality for the Seller, Bidder and Buyer and protect the legitimate rights of the Seller, Bidder and Buyer as well as the Company according to the laws of Hong Kong and these conditions. Except the following circumstance:

- I. the information is transferred to any affiliated entities or individuals of the Company when requested reasonably, but the obligation of confidentiality shall be extended to such entities or individuals;
- II. the information is disclosed to any courts, judicial institutions, government, banks, tax authorities or other regulators or their designated persons as demanded or pursuant to any appropriate laws;
- III. the information is disclosed with consent from the Seller. Bidder and Buyer.

### ARTICLE 64 RIGHT OF APPRAISAL

The Company may appraise the Lot if it deems necessary. Where the appraisal conclusion is different from the Lot's conditions stated in the auction consignment contract, the Company has the right to request for amending or rescinding the auction consignment contract.

### **ARTICLE 65 COPYRIGHTS**

Where the Seller entrusts the Company with production of photos, illustrations, catalogue or other forms of image products and publicity materials for the Lot consigned to the Company, the Company shall own copyrights of the said photos, illustrations, catalogue or other forms of image products and publicity materials. It has the right to use them pursuant to the law. The Seller or any other person shall not use them without prior written consent from the Company. The Company and Seller make no representation and warranties as to whether the Lot is subject to copyright or whether the Buyer obtains any copyright of the Lot.

### ARTICLE 66 WAIVER OF RESPONSIBILITIES

As the Seller's agent, the Company undertakes no responsibilities for any defaulting acts of the Seller or Buyer. Under circumstances where the Seller or Buyer has defaulting acts, the Company has the right to disclose the name and address of the Buver to the Seller, and vice versa, based on its judgment so the aggrieved party may claim compensation for its damages through litigation. Before disclosing the information to the Seller or Buver, however, the Company will adopt reasonable measure to notify the party whose information shall be disclosed. The Buyer and Seller shall undertake related responsibilities involved in the deal including but not limited to financial, legal, tax and clearance responsibilities, and shall confirm that no illegal acts such as money laundering or transfer of interests is involved in the deal. Any receipt or payment instructions must be clear and specific. Where unforeseen events including embezzlement or misappropriation of funds occurs to the Seller's or Buyer's account due to poor management, the Company shall have nothing to do with any consequence.

### ARTICLE 67 NOTICES

The Bidder and Buyer shall notify the Company their valid permanent correspondence address and mode of contact in the bidding registration form

or in a way recognized by the Company, and notify the Company in written form in case of changes in them. The notices mentioned in these conditions only refer to written notices issued in the forms of letters or fax messages

Such notices shall be deemed to have been delivered at the following times:

- I. if the notice have been delivered in person, at the time of delivery;
- II. If the notice has been delivered by post, the 7th day from the date of posting:
- III. If the notice has been delivered by fax, the confirmation slip of the facsimile machine;
- IV. If the notice has been delivered by e-mail, the moment confirmation is shown in the email record

### ARTICLE 68 SEVERABILITY

If any articles or parts of these conditions has been determined to be ineffective, illegal or unenforceable for any reasons, the other articles or other parts of these conditions shall remain effective and shall be observed and performed by all related parties.

### ARTICLE 69 LAWS AND JURISDICTION

There conditions and all matters and disputes over these conditions, issues or deals occurring as a result of or in connection with participating in the Company's auction activities according to these conditions shall be governed by and interpreted in accordance with the laws of Hong Kong. All related parties including the Company, Sellers, Buyers and Bidders shall subject themselves to the jurisdiction of the courts of Hong Kong. All parties agreed that the company shall retain the right to bring proceedings, in any court other than Hong Kong courts. Any decisions announced by the courts of Hong Kong for the disputes arising from these conditions are enforceable in the People's Republic of China.

### ARTICLE 70 LANGUAGE

The version in Chinese language shall be the standard version of these conditions, the version in English language shall serve as reference only.

In case of inconsistency between the English and Chinese versions, the Chinese version shall prevail.

# ARTICLE 71 COPYRIGHT OWNERSHIP OF THESE CONDITIONS

These conditions are formulated and amended by the Company which shall own the corresponding copyrights. Without prior written consent from the Company, in no way shall anyone obtain commercial interests in any ways and through any means making use of these conditions; neither shall anyone reproduce, transmit or save any parts of these conditions in the retrieval system.

### ARTICLE 72 PERIOD OF APPLICABILITY

These conditions are only applicable to this auction. The Company may update these Conditions from time to time, when Bidders and Buyers participate in another auction, the conditions of business applicable at the time shall prevail.

### ARTICLE 73 RIGHT OF INTERPRETATION

The right of interpretation of these conditions shall be reserved by the Company.

### 第一章 總則

### 第一條 華藝國際(香港)拍賣有限公司作為代理人

除另有約定外,華藝國際(香港)拍賣有限公司作為賣家之 代理人。拍賣品之成交合約則為賣家與買家之間的合約。 本規則、載於圖錄或由拍賣官公佈或於拍賣會場以通告形 式提供之所有其他條款、條件及通知均構成賣家、買家及/ 或華藝國際(香港)拍賣有限公司作為拍賣代理之協定條款。

### 第二條 定義及釋義

- 一、本規則各條款內,下列詞語具有以下含義:
- 1. "本公司" 指華藝國際(香港)拍賣有限公司;
- "賣家"指委託本公司業務規則規定範圍內拍賣品的自然 人、法人或者其他組織。本規則中除非另有說明或根據 文義特殊需要,賣家均包括賣家的代理人(不包括本公 司)、遺嘱執行人或遺產代理人;
- 3. "競投人"指以任何方式考慮、作出或嘗試競投之任何人士、公司、法團或單位。本規則中,除非另有說明或根據文義特殊需要,競投人均包括競投人的代理人;
- "買家"指在本公司舉辦的拍賣活動中,拍賣官所接納之 最高競投價或要約之競投人包括以代理人身份競投之人 士之委託人;
- 5. "買家須支付之佣金" 指買家根據本規則所載費率按落 槌價須向本公司支付之佣金;6. "拍賣品" 指賣家委託本公司推行拍賣及於拍賣會上被拍
- "刊買品" 指買家委託本公司進行刊買及於刊買管上被刊 賣的物品,尤其指任何圖錄內編有任何編號而加以說明 的物品;
- "拍賣日"指本公司通告公佈的正式進行拍賣交易之日。 若公佈的開始日期與開始拍賣活動實際日期不一致,則 以拍賣活動實際開始之日為準;
- "拍賣成交日"指在本公司舉辦的拍賣活動中拍賣官以落 槌或者以其他公開表示買定的方式確認任何拍賣品達成 衣息的日期:
- 9. "拍賣官" 指本公司指定主持某場拍賣的人員;
- 10. "落槌價" 指拍賣官落槌決定將拍賣品售予買家的價格, 或若為拍賣會後交易,則為協定出售價;
- 11. "出售所得款項淨額"指支付賣家的款項淨額,該淨額 為落槌價減去按比率計算的佣金、各項費用及賣家應 支付本公司的其他款項後的餘額;
- 12. "購買價款"指買家因購買拍賣品而應支付的包括落槌價、 全部佣金。應由買家支付的其他各項費用以及因買家不 履行義務而應當支付的所有費用在內的總和;
- 13. "買家負責的各項費用"指與本公司出售拍賣品相關的支出和費用,包括但不限於本公司對拍賣品購買保險、包裝、運輸、儲存、保管、買家額外要求的有關任何拍賣品之測試、調查、查詢或鑒定之費用或向違約買家追討之開支、法律費用等;
- 14. "保留價" 指賣家與本公司確定的且不公開之拍賣品之 最低售價:
- 15. "估價" 指在拍賣品圖錄或其他介紹說明文字之後標明 的拍賣品估計售價, 不包括買家須支付之內佣金;
- 16. "儲存費" 指買家按本規則規定應向本公司支付的儲存 費用。
- 二、在本規則條款中,根據上下文義,單數詞語亦包括複數 詞語,反之亦然。

### 第三條 適用範圍

凡參加本公司組織的拍賣活動的當事人各方,包括賣家、競投人、買家和其他相關各方(包括但不限於賣家、競投人、買家或買家的代理人),均應視為完全接受本規則條款的約定,受本規則約束,在本公司組織的拍賣活動中遵守本規則的規定,享有本規則規定的權利,承擔本規則規定的義務。如書面協定與本規則不一致的部分,以書面協定為準。在本

公司組織的拍賣活動中參與競投的競投人,無論是自己親自出席或者由代理人出席競投,無論是以在拍賣活動中舉牌競投,還是以委託競投、電話或任何其他方式競投,均被視為完全接受本規則。參加本公司組織的拍賣活動的當事人各方之間發生的各種爭議,均應按照本規則的約定加以解決。

### 第四條 特別提示

凡参加本公司拍賣活動的競投人和買家應仔細閱讀並遵守本規則。競投人及/或買家應特別仔細閱讀本規則所載之本公司之責任及限制、免責條款。競投人及/或其代理人有責任親自審看拍賣品原物,並對自己競投拍賣品的行為承擔法律責任。 在本公司舉辦的拍賣活動中,競投人的應價經拍賣官落槌或者以其他公開表示買定的方式確認時,即表明關於拍賣品的買賣合同關係已合法生效,該競投人即成為該拍賣品的買家。本公司、賣家及買家應承認拍賣品已出售、成交的事實,並享有法律規定及本規則約定的權利,承擔法律規定和本規則約定的義務。任何一方不履行義務的均應承擔相應的法律責任。本公司可以通過在拍賣會場號比公告或者通過拍賣官在拍賣會上宣佈的方式對本規則准行條改。

### 第二章 關於賣家

### 第五條 委託程式

賣家委託本公司拍賣其物品時:

- 一、賣家若為自然人,必須憑政府發出附有照片的身份證明 文件(如居民身份證或護照)並與本公司簽署委託拍賣 本同。
- 二、賣家若為法人或其他組織的,應持有效註冊登記檔、股 東證明文件或者合法的授權委託證明檔,並與本公司簽 署委託拍賣合同:
- 三、賣家與本公司簽署委託拍賣合同時,即自動授權本公司對該物品自行製作照片、圖示,圖錄或其他形式的影像

### 第六條 賣家之代理人

代理賣家委託本公司拍賣物品的,應向本公司出具相關委託證明文件。包括:

- 一、若為自然人的,必須持有有效身份證明;
- 二、賣家的代理人若為法人或者其他組織的,須持有有效 註冊登記文件、股東證明文件;
- 三、經合符相關法律及已簽妥的授權委託書。本公司有權對上述文件以合法性進行核查。

### 第七條 賣家之保證

賣家就其委託本公司拍賣的拍賣品不可撤銷地向本公司及 買家保證如下:

- 一、其對該拍賣品擁有絕對的所有權或享有合法的處分權, 對該拍賣品的拍賣不會侵害任何第三方的合法權益(包 括著作權權益),亦不違反相關法律、法規的規定;
- 二、其已盡其所知,就該拍賣品的來源和瑕疵向本公司進行 了全面、詳盡的披露和說明,並以書面形式通知本公司, 不存在任何隱瞞或虛構之處;若委託品為酒類,委託人 須詳盡披露包括但不限於包裝盒、標籤、耗損量、酒塞 上等存在的缺陷或瑕疵。
- 三、若委託拍品由外地進口香港, 賣家應保證符合來源地法 律, 並且進出口手續完成並以書面形式通知本公司;
- 四、若委託品為受限制物品,委託人須確保拍賣品不抵觸任何香港法例(包括《公眾衛生及市政條例》、《食物安全條例》及《保護瀕臨危動植物物種條例》等),並確保及向本公司披露其具有依照香港法例規定之任何牌照資格或許可而管有、處置或出售拍賣品。委託人保證,如本公司需要向有關機構作出額外的牌照或許可申請方可拍賣、展示、處置或管有拍賣品,會在拍賣舉行不

少於兩個月前以書面告知。

五、如果其違反上述保證,造成任何索賠或訴訟,包括拍賣品的實際所有權人或聲稱擁有權利的任何第三方提出索賠或訴訟,致使本公司及/或買家蒙受損失時,則賣家應負責損失或賠償本公司及/或買家因此所遭受的一切損失,並承擔因此產生的一切費用和支出。

### 第八條 保留價

除本公司與賣家約定無保留價的拍賣品外,所有拍賣品均 設有保留價。保留價由本公司與賣家通過協商書面確定。保 留價數目一經雙方確定,其更改須事先徵得對方同意。經賣 家授權之拍賣標的未成交之後,公司有權以其保留價在該 次拍賣會後出售,賣家須向公司支付佣金。在任何情況下, 本公司不對某一拍賣品在本公司舉辦的拍賣會中未達保留 價不成交而承擔任何責任。

### 第九條 本公司的決定權

本公司對下列事宜擁有完全的決定權:

- 一、通過拍賣品圖錄及/或新聞媒體及/或其他載體對任何拍賣品做任何內容說明及/或評價;
- 二、是否應徵詢任何專家意見;
- 三、拍賣品在圖錄中插圖、拍賣品在展覽及其它形式的拍賣品宣傳,推廣活動中的安排及應支付費用的標準;
- 四、某拍賣品是否適合本公司拍賣;
- 五、拍賣日期、拍賣地點、拍賣條件及拍賣方式等事宜。

### 第十條 未上拍拍賣品

賣家與本公司簽署委託拍賣合同且將拍賣品交付本公司後,若因任何原因致使本公司認為某拍賣品不適合由本公司拍賣的,則賣家應自本公司發出通知之日起三十日內取回該拍賣品(包裝及搬運等費用自負),本公司與賣家之間的委託拍賣合同自賣家領取該拍賣品之日解除。若拍賣人未在上述期限內取走拍賣品,則本公司與賣家之間的委託拍賣合同自上述期限屆滿之日即告解除。若賣家在委託拍賣合同解除後七日內仍未取走拍賣品,本公司有權收取儲存費、保險費及其他合理支出,本公司亦有權以本公司認為合理的方式處置該拍賣品,處置所得在扣除本公司因此產生之全部費用後,若有餘款,由賣家自行取回。

### 第十一條 拍賣中止

如出現下列情況之一,本公司有權在實際拍賣前的任何時間中止任何拍賣品的拍賣活動:

- 一、本公司對拍賣品的歸屬或真實性持有異議;
- 二、第三方對拍賣品的歸屬或真實性持有異議且能夠提供 異議所依據的相關證據材料,並按照本公司規定交付擔 保金,同時願意對中止拍賣活動所引起的法律後果及全 部損失承擔相應責任;
- 三、對賣家所作的說明或對本規則第七條所述賣家保證的 準確性持有異議;
- 四、有證據表明賣家已經違反或將要違反本規則的任何條款;
- 五、本公司認為應當中止的其他任何原因;
- 六、無論何種導致拍賣中止,如本公司得知賣家寄售之拍品 涉及權屬或其他爭議時,本公司有權暫不予辦理退貨手 續,待爭議解決後再予辦理相關手續。

### 第十二條 賣家撤回拍賣品

賣家在拍賣日前任何時間,均可向本公司發出書面通知,撤回其拍賣品。但撤回拍賣品時,若該拍賣品已列入圖錄或其他宣傳品已開始印刷,則賣家應支付相當於該拍賣品保留價之百分之二十的款項及其它各項費用。如圖錄或任何其他宣傳品尚未印刷,也需支付相當於該拍賣品保留價之百分之十的款項及其它各項費用。因賣家撤回拍賣品而引起的任何爭議或家賠均由賣家自行承擔,與本公司無關。委託人未能向拍賣人支付相應的費用,則拍賣人有權將下列拍賣標的仍按本合同進行拍賣。

### 第十三條 自動受保

除賣家另有書面指示外,在賣家與本公司訂立委託拍賣合同並將拍賣品交付本公司後,所有拍賣品將自動受保於本公司的保險,保險金額以本公司與賣家在委託拍賣合同中確定的保留價為準(無保留價的,以該拍賣品的約定的保險金額為準。調整拍賣保留價的,以該拍賣品原保留價為準)。此保險金額只適用於保險和索賠,並非本公司對該拍賣品價值的保證或擔保,也不意味著該拍賣品由本公司拍賣,即可售得相同於該保險金額之款項。

### 第十四條 保險費

拍賣成交後,除非賣家與本公司另有約定,賣家應支付相當 於落槌價百分之一的保險費。如拍賣品未成交,賣家也應 支付相當於保留價百分之一的保險費。

### 第十五條 保險期間

如果拍賣品拍賣成交,保險期限至拍賣成交日起第三十日,含成交日)終止或買家領取拍賣品之日終止(以二者中較早者為準)。如果拍賣品拍賣未能成交,則保險期限至本公司發出領回拍賣品的通知之日起三十日屆滿為止。

### 第十六條 賣家安排保險

如賣家以書面形式告知本公司不需投保其拍賣品,則風險由賣家自行承擔。同時,賣家還應隨時承擔以下責任:

- 一、對其他任何權利人就拍賣品的毀損、滅失向本公司提出 的索賠或訴訟做出賠償:
- 二、賠償本公司及/或任何地方因任何原因造成拍賣品毀損、 滅失等所遭受的全部損失及所支出的全部費用承擔賠 償責任:
- 三、將本條所述的賠償規定通知該拍賣品的任何承保人。

### 第十七條 保險免責

因自然磨損、固有瑕疵、内在或潛在缺陷、物質本身變化,自燃、自熱、氧化、銹蝕、滲漏、鼠咬、蟲蛀、大氣(氣候或氣溫)變化、濕度或溫度轉變或其他漸變原因以及因地震、海嘯、戰爭、敵對行為、武裝衝突、恐怖活動、政變、罷工、社會騷亂等不可抗力及核輻射及放射性汙染對拍賣品造成的任何毀損、滅失,以及由於任何原因造成的圖書框架或玻璃、囊匣、底墊、支架、裝裱、插冊、軸頭或類似附屬物的毀損、減失,不在保險理賠範圍之內。

### 第十八條 保險賠償

凡屬因本公司為拍賣品所購保險承保範圍內的事件或災害 所導致的拍賣品毀損、滅失,應根據香港有關保險的法律和 規定處理。本公司在向保險公司進行理賠並獲得保險賠償 後,將保險賠款扣除本公司費用(佣金除外)的餘款支付給 賣家。

### 第十九條 競投禁止

賣家不得競投自己委託本公司拍賣的物品也不得委託他人 代為競投。唯本公司有權代賣家以不超過保留價之價格參 考競投。若違反本條規定,賣家應自行承擔相應之法律責任, 並賠償因此給本公司造成的全部損失。

### 第二十條 佣金及費用

除賣家與本公司另有約定外,賣家授權本公司按落槌價之百分之十扣除佣金,同時扣除其他各項費用。儘管本公司是賣家的代理人,但賣家同意本公司可根據本規則第四十九條的規定向買家收取佣金及其它各項費用。

### 第二十一條 未成交手續費

如果某拍賣品的競投價低於保留價而未能成交,則賣家授權本公司向其收取未拍出手續費及其它各項費用。

### 第二十二條 出售所得款項淨額支付

如買家已按本規則第四十九條的規定向本公司付清全部購 買價款,則本公司應自拍賣成交日起三十五日後將出售所得 款項淨額以港幣方式支付賣家。

### 第二十三條 延遲付款

如本規則第五十一條規定的付款期限屆滿,本公司仍未收 到買家的全部購買價款,則本公司將在收到買家支付的全 部購買價款之日起七個工作日內將出售所得款項淨額支付 賣家。

### 第二十四條 賣家稅項

賣家所得的出售所得款項淨額應向政府納稅,如有關法律 規定本公司有代扣代繳義務的,本公司將依照法律規定執 行,賣家應協助辦理所有手續,並承擔相應稅費。

### 第二十五條 協助收取拖欠款項

賣家在委託本公司拍賣其物品的同時,被視為授權本公司有權代賣家向買家追索相應拖欠價款。如買家在拍賣成交日(含成交日)起七日内未向本公司付清全部購買價款,本公司除有權按照本規則第五十八條之約定向買家追索其應付的佣金及其他各項費用外,亦有權在本公司認為實際可行的情況下,採取適當措施(包括但不限於通過法律途徑解決)協助賣家向買家收取拖欠的款項。上述約定並不排除賣家親自或委託任何第三方向買家追索相應拖欠款項的權期、亦不賦予本公司在任何情況下不應因買家未能支付購買價款而向賣家承擔相應責任。

### 第二十六條 本公司有權決定

本公司有權接受賣家授權(由賣家支付費用)並視具體情況 決定下列事項:

- 一、同意購買價款以特殊付款條件支付;
- 二、搬移、貯存及投保已出售的拍賣品;
- 三、根據本規則有關條款,解決買家提出的索賠或賣家提出的索賠:
- 四、採取其他必要措施收取買家拖欠賣家的款項。

### 第二十七條 拍賣品未能成交

一、拍賣後交易

由本公司與賣家重新商議確定委託拍賣品的保留價並 代為出售,本公司支付賣家不少於以新的保留價出售時 應支付的出售所得款項淨額。

二、重新上拍

佣金及費用標準以原委託拍賣合同約定為準。

三、取回拍品

賣家應自收到本公司領取通知之日起三十日內取回該拍賣品(包裝及搬運費用自負),並向本公司支付未拍出手續費及其他各項費用。超過上述期限,本公司有權收取儲存費、保險費及其它合理支出,本公司亦有權以公開拍賣或其他出售方式按本公司認為合適的條件出售該拍賣品,並有權從出售所得款項淨額中扣除第一次拍賣中賣家應支付的未拍出手續費及其他各項費用及再次拍賣該拍賣品的所有費用,將餘款支付賣家。

### 第二十八條 風險承擔

無論是未上拍或未能成交的拍賣品,賣家均應對其超過本規則規定期限未能取回其拍賣品而在該期限後所發生之一切風險及費用自行承擔責任。自本公司向賣家發出領回拍賣品的通知之日(含通知日)起第三十日,或自委託人按本規則約定領取拍賣品之時(以先到者為準),未上拍或未能成交拍賣品的一切風險及費用由賣家承擔。如賣家在本規則規定期限內要求本公司協助其退回拍賣品並經本公司同意,拍賣品自離開本公司指定地點後的一切風險及費用由賣家務指賣品在離開本公司指定地點後予以投保。如賣家家務拍賣品在離開本公司指定地點後予以投保。如賣家要求本公司協助以郵寄、快遞或其他通過第三方的運輸方式退回其拍賣品,一旦本公司將拍賣品交付郵寄、快遞、運輸部門、公司或其雇員分支機構,則視為本公司已退回該拍賣品,同時應視為賣家已領取該拍賣品。

### 第三章 關於競投人與買家

### 第二十九條 競投人及本公司有關出售拍賣品之責任

- 一、本公司對各拍賣品之認知,部分依賴於賣家提供之資料,本公司無法及不會就拍賣品進行全面盡職檢查。競投人知悉此事,並承擔檢查及檢驗拍賣品原物之責任,以使競投人滿意其可能感興趣之拍賣品。
- 二、本公司出售之各拍賣品於出售前可供競投人審看。競投 人及/或其代理人參與競投,即視為競投人已在競投 前全面檢驗拍賣品,並滿意拍賣品之狀況及其描述之準 確性。
- 三、競投人確認眾多拍賣品年代久遠及種類特殊, 意味拍賣品並非完好無缺。所有拍賣品均以拍賣時之狀態出售無論競投人是否出席拍賣)。狀況報告或可於審看拍賣品時提供。圖錄描述及狀況報告在若幹情況下可用作拍賣品某些瑕疵之參考。然而, 競投人應注意拍賣品可能存在其他在圖錄或狀況報告內並無明確指出之瑕疵。
- 四、提供予競投人有關任何拍賣品之資料,包括任何預測資料(無論為書面或口述)及包括任何圖錄所載之資料、規則或其他報告、評論或估值,該等資料並非事實之陳述,而是本公司所持有之意見之聲明,該等資料可由本公司不時全權酌情決定修改。
- 五、本公司或賣家概無就任何拍賣品是否受任何版權所限 或買家是否已購買任何拍賣品之版權發出任何聲明或 (R)<sup>28</sup>
- 六、受本規則第二十九(一)至二十九(五)條所載事項所規限及本規則第三十條所載特定豁免所規限,本公司應基於(1)賣家向本公司提供的資料;(2)學術及技術知識(如有);及(3)相關專家普遍接納之意見,以合理審慎態度發表(且與本規則中有關本公司作為拍賣代理的條款相符)載於圖錄描述或狀況報告之明示聲明。

### 第三十條 對買家之責任豁免及限制

- 一、如本公司視拍賣品為赝品,將落槌價連同買家佣金退還 予買家。
- 二、受本規則第二十九條之事項所規限及受規則第三十(一) 及三十(五)條所規限,本公司無須:
- (1)對本公司向競投人以口述或書面提供之資料之任何錯誤或遺漏負責,無論是由於疏忽或因其他原因引致,惟本規則第二十九(六)條所載者則除外;
- (2)向競投人作出任何擔保或保證,且賣家委託本公司向 買家作出之明示保證以外之任何暗示保證及規則均被 排除(惟法律規定不可免除之該等責任除外);
- (3)就本公司有關拍賣或有關出售任何拍賣品之任何事宜 之行動或遺漏(無論是由於疏忽或其他原因引致)向 任何競投人負責。
- 三、除非本公司擁有出售之拍賣品,否則無須就賣家違反本 規則而負責。
- 四、在不影響規則第三十(二)條之情況下,競投人向本公司或賣家提出之任何索賠以該拍賣品之落槌價連同買家佣金為限。本公司或賣家在任何情況下均無須承擔買家任何相應而產生的損失;
- 五、本規則第六條概無免除或限制本公司有關本公司或賣 家作出之任何具欺詐成份之失實聲明或有關本公司或 賣家之疏忽行為或遺漏而導致之人身傷亡之責任。

### 第三十一條 拍賣品圖錄及其他說明

為便於競投人及賣家參加本公司舉辦的拍賣活動,本公司 製作拍賣品圖錄,以文字及/或圖片的形式,對拍賣品之狀 況進行簡要陳述。拍賣品圖錄中的文字、估價,圖片或其他 形式的影像製品和宣傳品,僅供競投人參考,並可於拍賣前 修訂,不表明本公司對拍賣品的真實性、價值、色調、質地 有無缺陷等所作的擔保。

### 第三十二條 圖錄之不確定性

因印刷或攝影等技術原因造成拍賣品在圖錄及/或其他任何形式的圖示,影像製品和宣傳品中的色調、顏色、層次、形態等與原物存在誤差者,以原物為準。本公司及其工作人員或其代理人對任何拍賣品用任何方式包括證書、圖錄、幻燈投影、新聞載體等)所作的介紹及評價,均為參考性意見,不構成對拍賣品的任何擔保。本公司及其工作人員或其代理人對上述之介紹及評價中的不準確或遺漏之處不承擔責任。

### 第三十三條 保留價及估價

凡本公司拍賣品未標明或未標明無保留價的,均設有保留價。保留價一般不高於本公司於拍賣前公佈或刊發的拍賣前最低估價。如拍賣品未設保留價,除非已有競投,否則拍賣官有權自行決定起拍價,但不得高於拍賣品的拍賣前最低估價。 在任何情況下,本公司不對拍賣品在本公司舉辦的拍賣會中未達保留價不成交而承擔任何責任。若拍賣品競投價格低於保留價,拍賣官有權自行決定以低於保留價的價格出售拍賣品。但在此種情況下,本公司向賣家支付之款項為按保留價出售拍賣品時賣家應可收取之數額。估價在拍賣日前較早時間估定並非確定之售價,不具有法律約束力。任何值不能作為拍賣品落槌價之預測,且本公司有權不時修訂已作出之估價。

### 第三十四條 競投人之審看責任

競投人及/或其代理人有責任自行瞭解有關拍賣品的實際 狀況並對自己競投某拍賣品的行為承擔法律責任。本公司 鄭重建議,競投人應在拍賣日前,以鑒定或其他方式親自審 看擬競投拍賣品之原物,自行判斷該拍賣品是否與本公司 拍賣品圖錄以及其他形式的影像製品和宣傳品所描述相符 合,而不應依圖錄及影像製品和宣傳品的描述做出決定。

### 第三十五條 競投人登記

競投人為個人的應在拍賣日前憑政府發出附有照片的身份 證明文件(如居民身份證或護照)填寫並簽署登記檔並提供 現時住址證明(如公用事業帳單或銀行月結單);競投人為 公司或者其他組織的,應在拍賣日前憑有效的註冊登記檔、 股東證明檔以及合法的授權委託證明檔填寫並簽署登記檔, 領取競投號牌。本公司可能要求競投人出示用作付款的銀 行資料或其他財政狀況證明。

### 第三十六條 競投號牌

本公司可根據不同拍賣條件及拍賣方式等任何情況,在拍賣日前公佈辦理競投號牌的條件和程式包括但不限於制定競投人辦理競投號牌的資格條件。本公司鄭重提示,競投號牌是競投人參與現場競價的唯一憑證。競投人應妥善保管,不得將競投號牌出借他人使用。一旦丟失,應立即以本公司認可的書面方式辦理掛失手續。無論是否接受競投人的委託,凡持競投號牌者在拍賣活動中所實施的競投行為均視為競投號牌登記人本人所為,競投人應當對其行為承擔法律責任,除非競投號牌登記人本人已以本公司認可的書面方式在本公司辦理了該競投號牌的掛失手續,並由拍賣官現場宣佈該競投號牌作廢。

### 第三十七條 競投保證金

競投人參加本公司拍賣活動,應在領取競投號牌前交納競投保證金。競投保證金的數額由本公司在拍賣日前公佈,且本公司有權減免競投保證金。若競投人未能購得拍賣品且對本公司無任何欠款,則該保證金在拍賣結束後十四個工作日內全額無息返還競投人;若競投人成為買家,則本公司有權可用該保證金作為支付拍賣品購買價款的款項。

### 第三十八條 本公司之選擇權

本公司有權酌情拒絕任何人參加本公司舉辦的拍賣活動或進入拍賣現場,或在拍賣會現場進行拍照、錄音、攝像等活動。

### 第三十九條 異常情況緊急處理

在拍賣現場出現異常的情況下,本公司有權做出緊急處理。 如拍賣現場出現任何爭議,本公司有權協調解決。

### 第四十條 以當事人身份競投

除非某競投人在拍賣日前向本公司出具書面證明並經本公司書面認可,表明其身份是某競投人的代理人,否則每名競投人均被視為競投人本人。本公司只會向競投人收取款項。

### 第四十一條 委託競投

競投人應親自出席拍賣會。如不能親身出席或由代理人出席,可採用書面形式委託本公司代為競投或電話競投。本公司有權決定是否接受上述委託。委託本公司競投之競投人應在規定時間內(不遲於拍賣日前三個工作日)辦理委託手續,向本公司出具填安的本公司委託競投表格,並應根據本規則規定同時交納競投保證金。委託本公司競投之競投人如需取消委託競投,應不遲於拍賣日前二十四小時書面通知本公司。

### 第四十二條 委託競投的競投結果

競投人委託本公司代為競投的競投結果及相關法律責任由 競投人承擔。競投人如在委託競投表格中表示以電話等即 時通訊方式競投,則應準確填寫即時通訊方式並妥善保管 該即時通訊工具,在本公司受託競投期間,競投人應親自使 用該即時通訊工具,一旦丢失或無法控制該即時通訊工具,應立即以本公司認可的書面方式變更委託競投表格中填寫 的即時通訊方式。在本公司受託競投期間會盡適當努力聯 絡競投人,而該即時通訊工具所傳達之競投資訊(無論是 否競投人本人或競投人的代理人傳達),均視為競投人本 人所為,競投人應當對其行為承擔支了委託競投人本 本人已以本公司認可的書面方式變更一委託競投人本 本人已以本公司認可的書面方式變更了委託競投人本 本人可為完整,分學很表格中填 寫的即時通訊方式,本公司有絕對權利對所有電話競投 寫的程存。選擇電話競投即代表競投人同意其電話被錄音。 但在任何情況下,如未能聯絡,或在使用該即時通訊工具的 競投中有任何錯誤、中斷或遭漏,本公司均不負任何責任。

### 第四十三條 委託競投之免責

鑒於委託競投是本公司為競投人提供的代為傳遞競投資訊 的免費服務,本公司及其工作人員對競投未成功或代理競 投過程中出現的任何錯誤、遺漏、疏忽、過失或無法代為競 投等不承擔任何責任。

### 第四十四條 委託在先原則

若兩個或兩個以上委託本公司競投之競投人以相同委託價 對同一拍賣品出價且最終拍賣品以該價格落槌成交,則最 先將委託競投表格送達本公司者為該拍賣品的買家。

### 第四十五條 拍賣官之決定權

拍賣官對下列事項具有絕對決定權:

- 一、拒絕或接受任何競投;
- 二、以其決定之方式進行拍賣;
- 三、將任何拍賣品撤回或分開拍賣或將任何兩件或多件拍 賣品合併拍賣;
- 四、如遇有出錯或爭議時,不論在拍賣之時或拍賣之後,有 權決定成功競投者、是否繼續拍賣、取消拍賣或將有爭 議的拍賣品重新拍賣:
- 五、拍賣官可以在其認為合適的水準及競價階梯下開始及 進行競投,並有權代表賣家以競投或連續競投方式或 以回應其他競投人的競投價而競投的方式,代賣家競投 到底價的金額;
- 六、採取其合理認為適當之其他行動。

### 第四十六條 不設保留價

就不設保留價的拍賣品,除非已有競投,否則拍賣官有權自 行斟酌決定開價。若在此價格下並無競投,拍賣官會自行斟 酌將價格下降繼續拍賣,直至有競投人開始競投,然後再由 該競投價向上繼續拍賣。

### 第四十七條 影像顯示板及貨幣兌換顯示板

本公司為方便競投人,可能於拍賣中使用影像投射或其他形式的顯示板,所示內容僅供參考。無論影像投射或其他

形式的顯示板所示之數額、拍賣品編號、拍賣品圖片或參考 外匯金額等資訊均有可能出現誤差,本公司對因此誤差而 導致的任何損失不承擔任何責任。

### 第四十八條 拍賣成交

最高競投價經拍賣官落槌或者以其他公開表示買定的方式 確認時,該競投人競投成功,即表明該競投人成為拍賣品的 買家,亦表明賣家與買家之間的拍賣合約之訂立。

### 第四十九條 佣金及費用

競投人競投成功後,即成為該拍賣品的買家。買家應支付本公司相當於落槌價百分之二十的佣金,同時應支付其他買家負責的各項費用。且本公司可根據本公司業務規則的規定向賣家收取佣金及其他賣家負責的各項費用。

### 第五十條 稅項

買家向本公司支付的所有款項均應是淨額的,不得包括任何貨物稅、服務稅或者其他增值稅(不論是由香港或其他地區所徵收)。如有任何適用於買家的稅費,買家應根據現行相關法律規定自行負擔。

### 第五十一條 付款時間

拍賣成交後,除非另有約定,否則不論拍賣品之出口、進口或其他許可證之任何規定,買家應自拍賣成交日(含成交日)起七日內向本公司付清購買價款並安排提取拍賣品。若涉及包裝及搬運費用運輸及保險費用、出境費等,買家需一併支付。

### 第五十二條 支付幣種

所有價款應以港幣支付。如買家以港幣以外的其他貨幣支付,應按買家與本公司約定的匯價折算或按照本公司選擇之銀行於買家付款日前一個工作日公佈的港幣與該幣種的 匯價折算。本公司為將買家所支付之該種外幣兌換成港幣 所引致之所有銀行手續費、佣金或其他費用,均由買家承擔。

### 第五十三條 所有權轉移

即使本公司已將拍賣品交付給買家,買家仍未取得拍賣品之所有權,直至買家付清購買價款及買家欠付本公司的款項為止。

### 第五十四條 風險轉移

競投成功後,拍賣品的風險於下列任何一種情形發生後(以較早發生日期為準)即由買家自行承擔:

- 一、買家提取所購拍賣品;或
- 二、買家向本公司支付有關拍賣品的全部購買價款;或
- 三、拍賣成交日(含成交日)起七日屆滿。

### 第五十五條 提取拍會品

買家須在拍賣成交日(含成交日)起三十日内前往本公司地址或本公司指定之其他地點提取所購買的拍賣品。買家須自行負責於風險轉移至買家後為所購拍賣品購買保險。若買家未能在拍賣成交日(含成交日)起三十日內提取拍賣品,則逾期後對該拍賣品的相關保管、搬運、保險等費用均由買家承擔,且買家應對其所購拍賣品承擔全部責任。逾期後,即使該拍賣品仍由本公司或其他代理人代為保管,本公司及其工作人員或其代理人對任何原因所致的該拍賣品的毀損、滅失,不承擔任何責任。

### 第五十六條 包裝及付運

本公司有權決定是否接受買家要求,提供代為包裝及處理的服務。如果本公司工作人員應買家要求代為包裝及處理購買的拍賣品,上述包裝及處理僅應視為本公司對買家提供的服務,因此發生的任何風險及損失均由買家自負。在任何情況下,本公司對因任何原因造成的框架或玻璃、囊匣、底墊、支架、裝裱、插冊、軸頭或類似附屬物的損壞、減失不負責任。如買家要求本公司協助以郵寄、快遞或運輸方式領取其所購買的拍賣品(包裝及郵遞、運輸費用由買受負擔),一日本公司將拍賣品交付郵客、快遞、運輸部門、

公司或其雇員/分支機構,則視為本公司已交付該拍賣品,同時應視為買家已按正常程式領取該拍賣品,此過程中的風險由買家承擔,除非買家特別指明並負擔保險費外,在郵寄、快遞、運輸過程中一般不予投保。對於買家指定或本公司向買家推薦的包裝公司及郵寄、快遞、運輸部門或公司所造成的一切錯誤、遺漏、損壞或減失,本公司不承擔責任。

### 第五十七條 進出口及許可證

買家須自行負責取得任何有關拍賣品進出口、瀕臨絕種生物或其他方面之許可證。未獲得任何所需之許可證或延誤取得該類許可證不可被視為買家取消購買或延遲支付購買價款之理由。本公司不承擔因不能填妥或呈交所需出口或進口貨單、清單或檔文件所產生之任何責任。如買家要求本公司代其申請出口許可證,本公司則有權就此服務另行收取服務費用。然而,本公司不保證出口許可證將獲發放。本公司及賣家概無就任何拍賣品是否受進出口限制或任何禁運作出聲明或保證。

### 第五十八條 未付款之補救方法

若買家未按照本規則規定或未按照與本公司協議之任何付 款安排足額付款,本公司有權採取以下之一種或多種措施:

- 一、拍賣成交後,若買家未在拍賣成交日(含成交日)起七日內支付購買價款,於競投登記時支付的競投保證金不予退還,同時還應按照本規則規定承擔相應責任;買家以同一競投號牌同時拍得多件拍賣品的,拍賣成交後若買家未按照規定時間支付任一拍賣品購買價款,則全部競投保證金不予退還,同時還應按照本規則規定承擔相應責任:
- 二、在拍賣成交日(含成交日)起七日内,如買家未向本公司付清全部購買價款,本公司有權委託第三方機構代為 向買家催要欠付的全部或部分購買價款;
- 三、在拍賣成交日(含成交日)起三十日內,如買家仍未足額支付購買價款,本公司有權自拍賣成交日後第三十一日起就買家未付款部分按照日息萬分之五收取利息,直至買家付清全部款項之日止,買家與本公司另有協議者除外;
- 四、在本公司或其他地方投保、移走及儲存拍賣品,風險及 費用均由買家承擔;
- 五、對買家提起訴訟或向仲裁機構申請調解,要求賠償本公司因其違約造成的一切損失,包括但不限於因買家運付或拒付購買價款造成的經濟損失、法律費用、違約金以及逾期利息。
- 六、留置同一買家在本公司投得的該件或任何其他拍賣品, 以及因任何原因由本公司佔有該買家的任何其他財產 或財產權利,留置期間發生的一切費用及/或風險均由 買家承擔。若買家未能在本公司指定時間內履行其全部 相關義務,則本公司有權在向買家發出行使留置權通知 且買家在該通知發出後三十日內仍未償清所有欠付款 項的情況下處分留置物。處分留置物所得不足抵償買 家應付本公司全部款項的,本公司有權另行追索;
- 七、本公司有絕對酌情決定權撤銷或同意委託人撤銷交易, 並拒絕該逾期付款買家提出的付款請求、提貨請求,並 保留追索因撤銷該筆交易致使本公司所蒙受全部損失 的權利;
- 八、經徵得委託人同意,本公司可按照本規則規定再行拍賣 或以其他方式出售該拍賣品,並由本公司酌情決定估價 及保留價。原買家除應當支付第一次拍賣中買家及賣家 應當支付的佣金及其各自負責的其他各項費用並承擔 再次拍賣或以其他方式出售該拍賣品所有費用外,若再 行拍賣或以其他方式出售該拍賣品所得的價款低於原 拍賣價款,原買家應當補足差額;
- 九、將本公司在任何其他交易中欠付買家之款項抵銷買家 欠付本公司關於拍賣品之任何款項;
- 十、本公司可自行決定將買家支付的任何款項用於清償買家欠付本公司關於拍賣品或其他交易之任何款項;

- 十一、拒絕買家或其代理人將來作出的競投或在接受其競 投前收取競投保證金:
- 十二、向賣家透露買家之資料,以使賣家可展開法律訴訟, 以收回欠款,或就買家違約申索損害賠償及申索法律 費用。

### 第五十九條 延期提取拍賣品之補救方法

若買家未能在拍賣成交日(含成交日)起七日內提取其購得的拍賣品,則本公司有權採取以下之一種或多種措施:

- 一、將該拍賣品投保及/或儲存在本公司或其他地方,由此 發生的一切費用(包括但不限於自拍賣成交日(含成交日)起的第三十一日起按競投人登記表格的規定計收儲 存費等)及/或風險均由買家承擔。在買家如數支付全 部購買價款後,方可提取拍賣品(包裝及搬運費用、運 輸及保險費用、出境費等自行負擔);
- 二、買家應對其超過本規則規定期限未能提取相關拍賣品 而在該期限屆滿後所發生之一切風險及費用自行承擔 責任。如買家自成交日(含成交日)起的三十日內仍未 提取拍賣品的,則本公司有權在通知買家後,以公開拍 賣或其他本公司認為合適的方式及條件出售該拍賣品, 處置所得在扣除本公司因此產生之全部損失、體存費、公 發力,若有餘款,則由買家自行取回,該餘款不 計利息,拍賣成交日後兩年尚未取回的餘款在扣除相關 開支(包括法律費用)後由本公司存入香港法庭。

### 第六十條 有限保證

一、本公司對買家提供之一般保證:如本公司所出售之拍賣品其後被發現為庸品,根據本規則之條款,本公司將取消該交易,並將買家就該拍賣品支付予本公司之落槌價連同買家佣金,以原交易之貨幣退還予買家。就此而言,根據本公司合理之意見,膺品指仿製品,欺騙作品出處、原產地、日期、產出年數、年期、文化或來源等各方面,而上述各項之正確描述並無收錄於目錄內容(考慮任何專有詞彙)。拍賣品之任何損毀或任何類型之復原品及/或修改品(包括重新塗漆或在其上塗漆),不應視為應品。

謹請注意如發生以下任何一種情況, 本保證將不適用:

目錄內容乃根據學者及專家於銷售日期獲普遍接納之 意見,或該目錄內容顯示該等意見存在衝突;或於銷售 日期,證明該拍賣品乃膺品之唯一方法並非當時普遍可 用或認可或價格極高或用途不切實際;或可能已對拍賣 品造成損壞或可能(根據本公司合理之意見)已令拍賣 品喪失價值之方法;或如根據拍賣品之描述,該拍賣品 並無喪失任何重大價值。

- 二、本保證所規定之期限為相關拍賣日後五年內, 純粹提供 給買家之獨享利益, 且不可轉移至任何第三方。為能依 據本保證申索, 買家必須: 在收到任何導致買家質疑拍 賣品之真偽或屬性之資料後一個月內書面通知本公司 註明拍賣品編號、購買該拍賣品之日期及被認為是膺品 之理由; 將狀況與銷售予買家當日相同, 並能轉移其妥 善所有權且自銷售日期後並無出現任何第三方申索之 拍賣品浪還予本公司。
- 三、有關東南亞現代及當代藝術、中國油畫以及中國書畫, 雖然目前學術界不容許對此類別作出確實之說明,但本 公司保留酌情權按本保證但以拍賣日後一年內為限取 消證實為膺品之現代及當代藝術、中國油畫以及中國書 畫拍賣品之交易;已付之款項按本條規定:退還予買家, 但買家必須在拍賣日起一年內向本公司提供證據(按本 條第(二)、(四)款規定的方式),證實該拍賣品為膺品;
- 四、本公司可酌情決定豁免上述任何規定。本公司有權要 求買家索取兩名為本公司及買家雙方接納之獨立及行 内認可專家之報告,費用由買家承擔。本公司無須受買 家出示之任何報告所規限,並保留權利尋求額外之專家 意見,費用由本公司自行承擔。
- 五、本有限保證不適用於珠寶、鐘錶、尚品手袋、中西名酒

等拍賣類別。

### 第四章 其他

### 第六十一條 特殊門類

- 一、珠寶類拍賣品的狀況陳述通常會載於圖錄上,然而沒有 說明不代表該拍賣品沒有缺陷、瑕疵或未經美化處理。
- 有色寶石(如紅寶石、藍寶石、綠寶石及各類彩色寶石) 可能經過美化處理或改良外觀,包括加熱、上油及放射等。這些通常的方法已經為國際珠寶行業所認可,但是經過處理的寶石的硬度可能會降低及/或在日後需要特殊保養。
- 2. 本公司不會為每件實石拍賣品申請專業機構鑒定報告。 如某件拍賣品已經從國際認可的寶石實驗室取得鑒定報 告,本公司會於拍賣圖錄上詳細載明。因各實驗室使用 方法和技術的差異,對某寶石是否經過處理、處理的程 度或處理是否具有永久性,都可能持不同意見。本公司 不會對各實驗室出具的鑒定報告之準確性承擔責任。
- 如果您要求提供指定實驗室的鑒定報告,請在拍賣日前至少14個工作天提出要求,本公司將會代為申請鑒定報告,而相應鑒定費用需由您承擔。
- 4. 某件實石拍賣品的估價乃就當刻已知悉之所有資料而作 出,競投人應於拍賣前自行審看拍賣品或就拍賣品做詳 盡瞭解,競投人一旦做出競投,即視為其接受該等拍賣 品之全部現狀。
- 本公司提醒競投人注意,源自緬甸的寶石或翡翠,可能會被某些國家禁止進口。
- 二、鐘錶類拍賣品
- 本公司已就某鐘錶拍賣品所知的現時狀況陳述於拍賣圖錄上,僅供競投人參考。因多數鐘錶在此前使用期內都有被修理、保養等的經過,本公司不保證任何鐘錶的任何零部件為原裝,可能存在沒有鐘擺、鐘槌或鑰匙出售。
- 鐘錶一般具有非常精細複雜的機械構造,可能需要一般的保養服務、更換電池或進一步的修理工作,而這些都由買家負責。本公司不保證所拍賣的任何鐘錶都是在良好運作狀態。除非圖錄中有提及,我們不提供證書。
- 多數鐘錶都有被打開查看機芯的型號及品質,因此帶有 防水功能的表殼可能不足夠防水,本公司建議您在使用 前請專業鐘錶師事先檢驗。
- 三、本公司提請買家在提貨時對拍品狀態、材質等應審慎 驗貨。有關珠寶、鐘錶類拍賣品,本公司不接受買家在 提貨後兩年以外的退貨申請;有關尚品手袋、中西名酒 類拍賣品,本公司不接受買家(及其代理人)在提貨後 15 日以外的退貨申請。

珠寶、鐘錶類拍賣品,對於買家在提貨後兩年以內提出 退貨要求的,及尚品手袋、中西名酒類拍賣品在提貨後 15日以內提出退貨要求的,本公司僅有限保證接受買 家的退貨申請,退貨拍賣品必須符合以下要求:

- 買家需提供足夠且獲本公司認可的證據以證明拍賣品屬 贗品
- 酒瓶不曾開封
- 尚品手袋類拍賣品之品相需與提貨時一致
- 所有包裝外相與提貨時一致
- 本公司根據拍品實際狀況決定的其他要求。

### 第六十二條 資料採集、錄影

就經營本公司的拍賣業務方面,本公司可能對任何拍賣過程進行錄音、錄影及記錄,亦需要向競投人搜集個人資料或向第三方索取有關競投人的資料(例如向銀行索取信用審核)。這些資料會由本公司處理並且保密,唯有關資料有可能提供給本公司、本公司的分部、附屬公司、子公司以協助本公司為競投人提供完善的服務、進行客戶分析,或以便提供符合競投人要求的服務。為了競投人的權益,本公司亦

可能需要向第三方服務供應商(例如船運公司或存倉公司) 提供競投人的部份個人資料。競投人參與本公司的拍賣,即 表示競投人同意上文所述。如競投人欲獲取或更改個人資 料,請與客戶服務部聯絡。

### 第六十三條 保密責任

本公司有義務為賣家、競投人及買家保守秘密,並根據香港法律和本規則維護賣家、競投人、買家和本公司的正當權益不受侵害。 以下情況除外:

- 一、在合理需要下將資料轉交本公司任何關聯單位或人士, 惟該單位或人士需延續保密義務;
- 二、按任何法院、司法機構、政府、銀行、稅務或其他監管 機構要求,或根據任何適用法律,向其或指定人披露資訊;
- 三、獲相關賣家、競投人、買家同意而披露資訊。

### 第六十四條 鑒定權

如果本公司認為需要,可以對拍賣品進行鑒定。鑒定結論與 委託拍賣合同載明的拍賣品的狀況不符的,本公司有權要 求變更或者解除委託拍賣合同。

### 第六十五條 版權

賣家授權本公司對其委託本公司拍賣的任何拍賣品製作照片、圖示、圖錄或其他形式的影像製品和宣傳品,本公司享有上述照片、圖示、圖錄或其他形式的影像製品和宣傳品的版權。有權對其依法加以使用。未經本公司事先書面同意,買家及任何人不得使用。本公司及賣家均並未作出拍賣品是否受版權所限或買家是否取得拍賣品之任何版權的陳述及保證。

### 第六十六條 兔除責任

本公司作為賣家的代理人,對賣家或買家的任何違約行為不承擔責任。在賣家或買家出現違約行為的情況下,本公司有權根據自己的判斷決定向賣家或買家披露另一方的名稱和地址,使受到損害的一方得以通過法律訴訟獲得損害賠償。但是,本公司在向賣家或買家披露該等資料之前,將採取合理步驟通知將被披露資料的一方。買家及賣家均需承擔交易所涉及包括但不限於經濟、法律、稅務及結算等的相關責任,並需確認交易不存在洗錢或利益輸送等不法行為。任何收、付款指示必須清晰,如因賣家或買家管理不善而出現其帳戶被盜、款項遭挪占等不可預見的情況,一概後果與本公司無關。

### 第六十七條 通知

競投人及買家均應將其固定有效的通訊地址和聯絡方式以 競投登記檔或其他本公司認可的方式告知本公司,若有改 變,應立即書面告知本公司。本規則中所提及之通知,僅指 以信函或傳真形式發出的書面通知。

該等通知在下列時間視為送達:

- 一、如是專人送達的,當送到有關方之地址時;
- 二、如是以郵寄方式發出的,則為郵寄日之後第七天;
- 三、如是以傳真方式發出的,當發送傳真機確認發出時。
- 四、如果是以電子郵件形式發出的,當在電子郵件記錄上確 認發出之時。

### 第六十八條 可分割性

如本規則之任何條款或部分因任何理由被認定為無效、不 合法或不可執行,本規則其他條款或部分仍然有效,相關 各方應當遵守、執行。

### 第六十九條 法律及管轄權

本規則及其相關事宜、交易、因依照本規則參加本公司拍賣 活動而引起或與之有關的任何爭議,均受香港法律規管並 由香港法律解釋。本公司、賣家、買家及競投人等相關各方 均須服從香港法院之唯一管轄權。各方均同意公司將保留 權利在香港法院以外之任何法院提出的訴訟。任何由香港 法院頒佈有關本規則所引起的爭議之判決亦可於中華人民 共和國強制執行。

### 第七十條 語言文本

本規則以中文為標準文本,英文文本為參考文本。

### 第七十一條 規則版權所有

本規則由本公司制訂和修改,相應版權歸本公司所有。未經本公司事先書面許可,任何人不得以任何方式或手段,利用本規則獲取商業利益,亦不得對本規則之任何部分進行複製、傳送或儲存於可檢索系統中。

### 第七十二條 適用時期

本規則只適用於本次拍賣,本公司可不時更新本規則,競投 人和買家參與另一次拍賣的時候應以當時適用的業務規則 為進。

### 第七十三條 解釋權

本規則的解釋權由本公司行使。



Paddle No.	

### Holly's International HongKong 2022 Spring Sales

### Absentee Bid Registration Form

Bid by individuals	Bid by corner	rate entities		
Bid by individuals  Bid by corp  Name  Company N		orate entities		
ID card/Passport Number	Business Regi	stration Number		
Address				
City	Country	Postal code		
Tel.#1	Tel.#2	Fax		
Email		Preferred language		
☐ Bid by an authorized repre	sentative:			
Agent: Name	ID/Passport Number	Phone		
price will be approximately adjusted to the * "Buy" or "Unlimited bids" will not be accep Please place bids in accordance with the ins • If Holly's (HK) receives two or more writte	en bids offering the same price for the same lot, the auction, then the lot will belong to the bidder (HK).	Important notes:  ◆ Holly's (HK) does not accept any third-party payments including agents and refuses ar cash payments in excess of HKD 80,000 (or the equivalent in other currencies). Moreove information indicated in the invoice cannot be changed after the auction ends.  ◆ Please provide a certified true copy of the following documents: Individuals: identification documents with photo issued by the government (such as a resider ID card or passport) and current address proof (if the identity document does not indicate, public utility bill and/or bank statement is required).  Corporate client: business registration certificate and identification documents of the contract of the		

- Telephone bidding ◆ Please clearly indicate the real-time communication methods and tools through which you can may be reached during the auction. We will call you shortly before the auction of the lots that you intend to bid for. The bidding information conveyed by the real-time communication tool (whether by you) is deemed to be yours and you shall bear the liabilities (including but not limited to legal liability) for all actions.
- ◆ The Company reserves the right to store all audio records and retain all telephone biddings. By choosing telephone bidding, the bidder agrees to have his or her telephone recorded.

Corporate client: business registration certificate and identification documents of

Agent: an original copy of the identity document with the photo of the agent, the supporting documents of the bidder/company represented by the agent, and the original copy of the authorization documentation(s) signed by the person/company. Please note that provision that Holly's (HK) does not accept any third-party payments also applies to agents. If you participate in the auction on behalf of others, Holly's (HK) only accepts payment from the

Holly's (HK) only accepts the absentee bid form in this written format.

Catalogue nunumber	Lot name	"V"for telephone bidding	Maximun offer price (excluding commission) Currency: HKD
			HKD

# We hereby apply to have and entrust Holly's International (HK) to bid on the lots listed in this application form and agree to the following terms:

- I. I confirmed that I have carefully read and agree to abide by Holly's (HK) Conditions of Business, Important Notices, Instructions to bidding registration and Payment Instructions as set out on this catalogue.
- 2. The exemption clause for absentee bid of Holly's (HK) Condition of Businessis an uncontestable clause. Notwithstanding of any negligence or any other reasons whatsoever, I will not hold Holly's (HK) and its staff responsible for liabilities on any unsuccessful bidding or the failure to
- bid on my behalf.

  3. I must submit this absentee bid form to Holly's International three working days before the auction date. In addition, the conditions and procedures announced by Holly's (HK) should

be followed for the registration procedures. If Holly's (HK) does not receive the deposit of the corresponding amount payabel by me within the specified time period, or if Holly's (HK) had not been able to verify the form, it means that this form is invalid.

4. The contract between the buyer and the seller will be made at the time of the auctioneer's knockdown of the gavel. If the auction is completed, I agree to pay the hammer price of the lot in Hong Kong dollars within seven days after the auction ends (inclusive of the date of sale), the commission equivalent to 20% of the hammer price, and any expenses to be borne by the buyer and collect the lot (expenses for packaging and transportation, transportation insurance, exportation, etc. shall be borne by the buyer).

Signed by				Dat	e		
Exclusive for Holly's (H	HK)						
Payment of deposit:	☐ Wire Transfer	☐ Credit Card	☐ Other	Certificates:	☐ Provided		
Handled by		Rev	iewed by			Date/time	
				1. 1. 1. 6			0.11

The absentee bid form must be submitted to the Customer Service Department three working days before the auction date. Holly's International (HK) Auctions Co. Limited ("Holly's "Company") will confirm receipt of your written bidding form by fax or voice recording. If you have not received a positive response until one working day, please submit the form again

Mail or fax to:

Fax: +852-2386 6601

Holly's International (HK) Auctions Co. Limited Address: 229 Queen's Road Central, Sheung Wan, Hong Kong Tel.: +852-2270 5000

Bank: Hang Seng Bank Limited
Account name: HOLLY'S INTERNATIONAL (HK) AUCTIONS CO. LIMITED
Account No.: 395-667124-883

Beneficiary's bank code: HASEHKHHXXX



競投牌號	
	:

### 香港華藝國際 2022 春季拍賣會

圖錄號

· · · · · · · · · · · · · · · · · · ·
接人同意其電 5八萬元(或等 等住址證明(如
八

人之付款。

◆ 華藝(香港)僅接受本書面格式的委託競投表格。

以"√"代表

電話競投

達),均視為閣下所為,閣下應對其行為承擔所有責任(包括但不限於法律責任)。

拍賣品名稱

- 茲申請並委託華藝(香港)就本申請表所列拍賣品進行競投,並同意如下條款: 一、本人承諾已仔細閱讀刊印於本圖錄上的華藝(香港)業務規則、重要通告、競投登 記須知及財務付款須知、並同意遵守前述規定之一切條款。
- 二、華藝(香港)業務規則之委託競投之免責條款為不可爭議之條款。無論是由於疏忽 或其他原因引致,本人不追究華藝(香港)及其工作人員競投未成功或未能代為競 投的相關責任。
- 三、本人須於拍賣日前三個工作日或之前向華藝(香港)出具本委託競投表格。並根據 華藝國際(香港)公佈的條件和程式辦理競投登記手續。如在規定時間内華藝(香港)

未收到本人支付的相應金額的競投保證金,或華藝(香港)未予審核確認的,則表 示本表格無效。

HKD HKD HKD

最高競投價(未包含佣金)

幣種:港幣

四、買家及賣家之合約於拍賣官落槌時訂立。如拍賣成交,本人同意於拍賣會結束 ( 含 成交日)後七日内以港幣付清拍賣品之落槌價、相當於落槌價 20% 的佣金以及任何 買家負責的各項費用並領取拍賣品(包裝及運輸費用、運輸保險費用、出境費等費 用白行承擔)。

簽署		日期
本欄由華藝(香港)專用 保證金付款方法: □ 電匯 □ 信用卡 □ 其他	證件: □ 已提供	
經辦	審核	日期/時間

委託競投表格須於拍賣日前三個工作日或之前遞交客戶服務部。華藝國際(香港)拍賣有限公司(下稱"華藝(香港)"或"公司")將以傳真或錄音電話等方式確認收到閣下之 書面競投表格。若於一個工作日內還未有收到確實回覆,請重新遞交表格。

傳真至:	帳戶資訊:

直客運

華藝國際(香港)拍賣有限公司 戶行: 恆生銀行有限公司

地址:香港上環皇后大道中 229 號 戶名: HOLLY'S INTERNATIONAL (HK) AUCTIONS CO. LIMITED

電話: +852-2270 5000 賬號: 395-667124-883 傳真: +852-2386 6601 收款銀行代號: HASEHKHHXXX

銀行編號: 024

# **TARTPROJ**

# 藝術市場信息

ArtPro 是全球領先的藝術市場信息平台,具備全球最完善的藝術品收藏及交易信息數據 庫,輔助您評估藝術品的市場價值,讓您在最佳時期、以最合理價格購得心儀藝術品

# 交易數據 價格趨勢

覆蓋全球 30 萬藝術家, 超過 2000 萬筆藝術 品交易數據,輕松查閱曆史交易信息,價格 走向壹目了然

# 現場直播 隨時委托

全程直播全球拍賣現場,全場拍賣信息壹觸 即達。隨時隨地下單委托,不錯過每幅拍品 的實時競價











# 雅昌拍卖图录

全球拍賣數據 海量藝術大圖

雅昌拍卖图录APP 是面向拍賣收藏行業 及廣大收藏愛好者、研究者提供更高品質 服務而全力打造的專業移動端應用,提供 最新拍賣資訊、拍品高清大圖、拍賣數據 多維度查詢以及拍品估值、常用換算等服 務,是集藝術鑒賞、輔助決策、收藏投資於 一身的專業拍賣收藏工具。



藝數分析 解惑收藏





拍賣數據 盡在掌握





估值神器 客觀精准



藏家會員 尊享服務

掃碼下載〉

雅昌拍卖图录













# 引領藝術生活新方式 HOLLY'S ONLINE WAY TO LIVE AN ARTSY LIFE

- ・華藝淘珍・藝術夥伴計劃 聯合共創,成為「藝夥人」
- ·華藝國際官方網絡拍賣平臺

海珍拍 跨平臺直播拍 買家零傭天天拍 線上線下同步拍 多形式拍賣





i 藝淘珍APP 同忠桑拍



