

## ABSENTEE/TELEPHONE BIDDING FORM

Sale Number	Sale Title	Sale Date
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Please see the important information regarding absentee bidding on the reverse of this form.  
Forms should be completed in ink and emailed to [info@marcopoloauctions.com](mailto:info@marcopoloauctions.com)

MARCOPOLO ACCOUNT NUMBER (IF KNOWN)

TITLE	FIRST NAME	LAST NAME
COMPANY NAME		
ADDRESS		
POSTAL CODE	COUNTRY	
DAYTIME PHONE	MOBILE PHONE	FAX
EMAIL		

Please indicate how you would like to receive your invoices:      **Email**      **Post/Mail**

Telephone number during the sale (telephone bids only) \_\_\_\_\_

**ABSENTEE BIDDING:** Please write clearly and place your bids as early as possible, as in the event of identical bids, the earliest bid received will take precedence. Bids should be submitted at least 24 hours before the auction.

**TELEPHONE BIDDING:** This service will be provided within the limits of line availability at the time and in order of receipt of requests. For bids on lots in which bidders wish to make use of the telephone bidding service, the customer unconditionally accepts from the moment of his or her bidding request for the lot itself the base auction value, and more precisely the first of the two prices indicated in the catalogue and on the website. In the event that no other bids are received during the auction, the lots will be awarded to the person/entity that requested the service even if that person/entity did not confirm their bid by telephone during the auction. Marcopolo is not responsible for any technical problems that may prevent or limit the telephone bidding service during the auctions (see point 9 in General Conditions).

LOT NUMBER	LOT DESCRIPTION	MAXIMUM euro PRICE OR <input checked="" type="checkbox"/> FOR PHONE BID (EXCLUDING PREMIUM AND TAX)

By my signature below, I hereby declare that I have read, fully understand and unconditionally accept, in their entirety and without reservation, the contractual terms and conditions contained in Clauses 1 through 29 (inclusive) of the General Conditions, and agree to be bound thereby.

SIGNATURE	DATE
FIRST NAME	

## Absent and telephone biddings

If it is not possible to be present at the auction, Marcopolo s.r.l. may bid on your behalf for the purchase of the lots.

To access this service, which is completely free of charge, you will have to submit the appropriate form that you will find on the website, at the bottom of the catalogue or at our offices with a photocopy of an identity document attached.

Lots will eventually be purchased at the lowest price made possible by the other bids in the room.

In case of bids of the same amount on the same lot, the one received first will take precedence.

Marcopolo s.r.l. also offers its customers the possibility of being contacted by telephone during the auction to bid on the lots offered. It will be sufficient to submit a written request which must be received by 10.00 a.m. on the day of the sale, without prejudice to Marcopolo s.r.l.'s right to request, at its discretion, a deposit for the potential client's qualification to bid in the auction, which must be received within 3 working days before the date of the sale; Marcopolo s.r.l. therefore invites any potential client to contact the auction house within a reasonable time in order to ensure that no constraints on bidding exist on the lots of his/her interest.

This service will be provided within the limits of line availability at the time and in order of receipt of requests. For bids on lots in which bidders wish to make use of the telephone bidding service, the customer unconditionally accepts from the moment of his or her bidding request for the lot itself the base auction value, and more precisely the first of the two prices indicated in the catalogue and on the website. In the event that no other bids are received during the auction, the lots will be awarded to the person/entity that requested the service even if that person/entity did not confirm their bid by telephone during the auction. Marcopolo is not responsible for any technical problems that may prevent or limit the telephone bidding service during the auctions (see point 9 in General Conditions).

## Offerte scritte e telefoniche

Nel caso non sia possibile presenziare all'asta, Marcopolo s.r.l. potrà concorrere per Vostro conto all'acquisto dei lotti.

Per accedere a questo servizio, del tutto gratuito, dovrete inoltrare l'apposito modulo che troverete sul sito, in fondo al catalogo o presso i nostri uffici con allegato la fotocopia di un documento d'identità.

I lotti saranno eventualmente acquistati al minor prezzo reso possibile dalle altre offerte in sala.

In caso di offerte dello stesso importo sullo stesso lotto, avrà precedenza quella ricevuta per prima.

La Marcopolo s.r.l. offre inoltre ai propri clienti la possibilità di essere contattati telefonicamente durante l'asta per concorrere all'acquisto dei lotti proposti. Sarà sufficiente inoltrare richiesta scritta che dovrà pervenire entro le ore 10 del giorno di vendita, fatto salvo la facoltà della Marcopolo s.r.l. di richiedere, a sua discrezione, un deposito cauzionale per l'abilitazione del potenziale cliente ad offrire in asta, che dovrà essere ricevuto entro 3 giorni lavorativi prima della data della vendita; la Marcopolo s.r.l. invita pertanto qualsiasi potenziale cliente a mettersi in contatto in un tempo ragionevole con la casa d'aste per assicurarsi che sui lotti di suo interesse non esista alcun vincolo per la presentazione delle offerte.

Questo servizio sarà garantito nei limiti della disponibilità delle linee al momento ed in ordine di ricevimento delle richieste. Per le offerte sui lotti in cui gli offerenti desiderano avvalersi del servizio di offerta telefonica, il cliente accetta incondizionatamente dal momento della sua richiesta di offerta per il lotto stesso il valore base d'asta, e più precisamente il primo dei due prezzi indicati nel catalogo e sul sito web. Nel caso in cui non pervengano altre offerte durante l'asta, i lotti saranno aggiudicati alla persona/ente che ha richiesto il servizio anche se questa non ha confermato telefonicamente la propria offerta durante l'asta. Marcopolo non è responsabile di eventuali problemi tecnici che possano impedire o limitare il servizio di offerta telefonica durante le aste (vedere punto 9 in Condizioni generali)

如果无法出席拍卖会，Marcopolo s.r.l.可以代表您出价购买拍品。

要获得这项完全免费的服务，你必须提交相应的表格，你可以在网站上、目录的底部或在我们的办公室找到，并附上一份身份文件的复印件。

拍品最终将以房间内其他竞标者可能的最低价格购买。

如果同一件拍品有相同金额的出价，先收到的出价将被优先考虑。

Marcopolo s.r.l.还为其客户提供了在拍卖期间通过电话联系对所提供的拍品进行竞拍的可能性。在不影响Marcopolo s.r.l.公司酌情要求潜在客户在拍卖会上交纳保证金的权利的情况下，提交书面申请即可，该申请必须在拍卖日期前3个工作日内收到；因此，Marcopolo s.r.l.公司邀请任何潜在客户在合理时间内与拍卖行联系，以确保对其感兴趣的拍品不存在竞标限制。

这项服务将在收到请求时的线路可用性范围内按顺序提供。對於競投人希望使用電話競投服務的拍賣品，客戶從他/她對拍賣品本身提出競投要求的那一刻起，就無條件地接受基本拍賣價值，更準確地說是接受目錄和網站中所顯示的兩個價格中的第一個。如果在拍卖过程中没有收到其他出价，拍品将被授予要求提供服务的个人/实体，即使该个人/实体在拍卖过程中没有通过电话确认其出价。Marcopolo不对拍卖期间可能阻止或限制电话竞标服务的任何技术问题负责。

# General conditions

1. These general terms of sale are aimed at buyers and suppliers of Marcopolo s.r.l. (hereinafter referred to as Marcopolo); these terms are available in the Auction Room, listed in the catalog relating to each auction and published on the auction house's official website [www.marcopoloauctions.com/](http://www.marcopoloauctions.com/) under the following URL: <https://www.marcopoloauctions.com/uk/purchases-and-sales/condizioni-general.asp> . Taking part in auctions implies full acceptance of these terms, without any exceptions or reserves. Buyers and sellers are required, if requested, to sign these terms prior to entering into any contractual commitments.
2. Nature of the agreement: Marcopolo s.r.l. operates in the name and on behalf of the legitimate owners of items offered at auctions: it does not oblige nor acquire rights in its own right and the effects of the agreement occur directly between the buyer and seller. Marcopolo does not assume any obligation or liability other than those deriving from its status as agent and with the reservations and clarifications set out below in respect of sellers, buyers or third parties.
3. Sellers' identity: Marcopolo protects the confidentiality of sellers' identity and personal data; it is not obliged to provide this information to successful bidders, except in cases where a dispute concerning the purchased item arises. This without prejudice to the possibility of processing personal data for the purposes in the context of Anti-Money Laundering.
4. Warranties: Marcopolo makes no warranty regarding the attribution, authenticity or provenance of the items offered for sale; the consignor is the sole party liable. Accordingly, the buyer agrees to purchase the item as is and hereby waives any claim or dispute relating to inspections, analyses or further investigations beyond those carried out or ordinarily feasible with the means and information provided by the auction house. The buyer releases the auction house from all liability and acknowledges the consignor as the only responsible party. The consignor assumes all warranties and liabilities relating to the item, including, but not limited to, title, provenance, condition and marketability of the goods consigned for sale.
5. Estimates: The estimates provided in the catalog are expressed in euros, serve solely as an indication, may be modified at any time, and are not suitable to generate any form of prediction regarding the final hammer price.
6. Description and display of items: Presentation, descriptions and photographs of items contained in the auction catalog and on the portal [www.marcopoloauctions.com](http://www.marcopoloauctions.com), despite being expressions of the best knowledge and skills of experts appointed by Marcopolo's, their sole purpose is to identify lots. Under no circumstances shall any incompleteness or errors in descriptions or, in particular, the failure to identify defects or imperfections (such as: breakages, restorations, deficiencies or substitutions), constitute grounds for claims or disputes subsequent to the sale. In order to allow buyers to examine each individual lot and to personally verify its properties, each auction is preceded by an exhibition open to the public for at least two consecutive days, according to the times shown on-site and published on the auction house's official website [www.marcopoloauctions.com](http://www.marcopoloauctions.com) and in accordance with any limitations imposed by the Authorities on health protection. The exhibition is therefore intended to allow the examination of the condition and quality of the items, as well as to clarify any errors or inaccuracies in the catalog. The buyer undertakes to examine the lot prior to purchase to verify its conformity with the catalog descriptions and, if necessary, to seek the opinion of a trusted expert to confirm its authenticity, provenance, attribution, date, age, cultural origin, and condition. Prior to the launch of an auction, the Sales Manager will be available to provide any useful explanations regarding items which, upon agreement with Marcopolo, can be examined by any means of investigation that do not cause damage to them and that do not affect the possibility of being examined by other interested parties. Buyers who make one or more bids without a prior personal inspection of the lot, but bid based only on photographs, the catalogue description and the form published on the website [www.marcopoloauctions.com](http://www.marcopoloauctions.com), do so at their own risk. It must be understood that, unless otherwise specified, all items sold at auction are used and in such conditions as sold, with all possible defects and imperfections that may arise, such as breakages, restorations, deficiencies or substitutions. Therefore, following a purchase during auction, claims are not admissible based on the state of conservation, classification, description, dating, attribution of purchased items, or due to defects, even if hidden, except for cases of malicious or intentional concealment by a seller. Antiques by their very nature may present restorations or modifications, such interventions can in no case be considered as hidden or latent defects. The state of mechanical operation of items is not guaranteed by the auction house and buyers purchase them at their own risk, without reserves and waiving all exceptions.
7. Licenses, authorizations and permissions: Sellers and buyers are required to strictly comply with the law, including international laws, governing the sale, purchase and holding of items placed at auction. In order to respect of I. 150/92 and subsequent amendments and additions, objects featuring parts or components made of ivory, as well as of species protected by the CITES convention, are provided with a certificate attesting the production and the manufacturing before 1947. Marcopolo's, its agents

or its staff cannot be held liable for any damages incurred by buyers due to the import of goods which are prohibited or limited by their country of origin.

8. Restrictions on the circulation of certain goods: Buyers are required to comply with all applicable laws and regulations regarding items subject to notification, with particular reference to Legislative Decree No. 42/2004. This legislation governs the export of Cultural Goods outside the territory of the Italian Republic, while exports outside the European Community are additionally subject to the provisions of EC Regulation No. 116/2009 of December 18, 2008. The export of items is regulated by the aforementioned legislation as well as current customs and tax laws. Under no circumstances can Marcopolo be held responsible for the failure to obtain a certificate of free circulation for a given item, for restrictions arising from the notification of a declaration of cultural interest, or for the exercise of the right of preemption on behalf of the Italian State. Marcopolo therefore disclaims all liability towards buyers in relation to any export restrictions on awarded lots. The failure to obtain the aforementioned authorizations cannot justify the cancellation of the purchase or non-payment.
9. Registration of auction participants: In order to ensure that the existing provisions in the context of Anti-Money Laundering are fulfilled, anyone interested in taking part in the auction must register, providing Marcopolo with the information and documents deemed necessary to identify them, including: residence, shipping address, email, telephone number, copy of a valid identity card or passport, tax code, VAT reg. number and bank account details. At the Auction House's discretion, a security deposit and additional information or references may be requested from buyers. The above documentation can also be sent by email to the following address [info@marcopoloauctions.com](mailto:info@marcopoloauctions.com). Data sent will be processed in compliance with EU Regulation 2016/679 (GDPR). Customers will be required to send updated documentation if documents expire. Registered users will be issued a personal identification number or code which is necessary for submitting bids. Please note that for security purposes, Marcopolo's premises are subject to video recording. Telephone calls e.g. telephone bidding may also be recorded.
10. Taking part in auctions: Taking part in an auction is possible by making bids in the room, depositing or submitting written bids or by telephone or on-line communications. Written bids received before the opening of the tender must contain clear information on the lot and the price offered. Written bids shall be made at the minimum possible price with reference to other bids and at the reserve price. The purchase of lots by a person to be appointed or the transfer to third parties of lots won is not permitted.
11. Telephone bidding service: Marcopolo offers its customers a telephone bidding service. Customers who wish to be phoned during auctions to a previously notified telephone number previously for one or more lots of interest, can request this in writing by email at [info@marcopoloauctions.com](mailto:info@marcopoloauctions.com), or by filling in the Bid sheets included in each Marcopolo's catalogue or which can be downloaded from the website at [www.marcopoloauctions.com](http://www.marcopoloauctions.com). For bidding on lots where bidders wish to make use of the telephone bidding service, the customer unconditionally accepts from the moment of his request to bid for the lot itself the basic auction value, and more precisely the first of the two prices indicated in the catalogue and on the website. In the event that no other bid is received during the auction, lots will be awarded to the person/entity that requested the service even if the latter has not confirmed their bid by telephone during the auction. Marcopolo reserves the right to record telephone bids and assumes no responsibility for any technical issues that may prevent or limit the telephone bidding service during auctions.
12. Bids through web applets or third-party platforms: It is possible to submit bids, after registering and entering personal data, also through the website [www.marcopoloauctions.com](http://www.marcopoloauctions.com) and the relevant web applet or by means of third-party web platforms. Bids submitted as above imply the unconditional acceptance of these general terms. Users who take part in auctions through the web applet of the website [www.marcopoloauctions.com](http://www.marcopoloauctions.com) or third-party platforms are aware that during the auction about 100 lots are auctioned per hour: therefore, the correspondence of data on bids shown by the web applet of Marcopolo or by third-party web platforms with any increasing offers made in the Room cannot be guaranteed, with the consequence that the latter may be higher and prevail. The Sales Manager present in the room is the only party entitled to ratify rising bids during auctions.
13. Use of the website and telephone and on-line services: The use of the [www.marcopoloauctions.com](http://www.marcopoloauctions.com) website is free and takes place at the user's risk. Marcopolo, its agents or staff cannot be held liable for damages or inconveniences due to problems related to the use of the website [www.marcopoloauctions.com](http://www.marcopoloauctions.com) nor due to technical problems related to telephone lines or internet connection, or for the non-execution of bids submitted by telephone or on-line. It is forbidden for users of the website [www.marcopoloauctions.com](http://www.marcopoloauctions.com) to use the site itself and the relevant services for illicit or purposes contrary to these contractual terms. Marcopolo reserves the right to exclude, at its sole discretion, any user from accessing the website [www.marcopoloauctions.com](http://www.marcopoloauctions.com) and relevant services. All equipment made available by Marcopolo on the website [www.marcopoloauctions.com](http://www.marcopoloauctions.com) and by means of the relevant services (including: texts, graphics, photographs, advertising images, etc.), is protected, even criminally, by the current Italian copyright law. Marcopolo cannot be held

liable in any case for issues and damages suffered by customers due to links to third-party sites on the [www.marcopoloauctions.com](http://www.marcopoloauctions.com) platform or for damages deriving from the use of third-party platforms.

14. Exclusion from auctions: The Sales Manager, at his sole discretion, has the right to exclude from participation in the auction persons who may disrupt its normal exercise as, by way of example but not limited to the following: parties who interfere, who trade in the room, who are late in making payments, regardless of the reason, due to Marcopolo or that have a dispute open both in court and out of court, or those who have been convicted of crimes concerning trade or patrimony.
15. Auction mode: Individual lots are sold to the highest bidder, for cash and in Euro. Bids on the increase during the bidding process cannot be less than 5% of the previous bid. Any purchase offers for a price lower than the auction's reserve price (which, if not further specified, shall never be lower than the minimum bid price), may be considered only outside the auction and after that, at the sole discretion of Marcopolo and prior written consent of the seller or owner. Lots are awarded by the Sales Manager who ratifies their award. Disputes regarding the priority or timeliness of bids are decided on the spot, at the Sales Manager's discretion. In the event that two winning bids are equivalent, the assignment of the lot to one of the two bids is at the Sales Manager's discretion. In all cases of dispute, it remains understood that the Director of Sales may cancel disputed transactions and repeat an auction, in the same auction session or in the one immediately following it, for a starting price equal to the highest bid received in the room or in writing and not disputed.
16. Changes to lots: The Sales Manager has the right to withdraw lots from the auction, change the order of lots, merge multiple lots among those for sale, or divide items already catalogued as single lot into several lots, establishing new prices generated by these initiatives.
17. Auction fees and ancillary charges: Auction fees, equal to 28% (twenty eight percent) of the price reached at auction or expressed in the written purchase bid, VAT included, must be added to the purchase price that results from the event. In addition, any additional tax and / or ancillary charges shall be borne by the purchaser. Any duty, tax or rate, as well as any cost to export or import the purchased goods will be charged to the buyer.
18. Terms and methods of payment: Payment of the auction price and auction fees for lots awarded, with the relevant ancillary expenses, must be made within 7 days from the end of the auction, upon issuance of invoice notice in paper or digital format. The payment of precious goods must be done within the day ensuing the awarding. Buyers present in the room must make payment of the purchase price, auction fees and relevant ancillary expenses immediately following the award of an item. The transfer of ownership of awarded property is finalized at the time of payment of the purchase price, auction fees and relevant ancillary expenses. In the event of non-payment or late payment, Marcopolo may at its sole discretion (having informed the seller) exercise one or more of the following remedies: (a) proceed legally in order to request the compulsory execution of the obligation to conclude the agreement; (b) cancel the sale of the lot and sell it through auction or private treaty, charging the defaulting bidder every greater cost and damages and withholding any advance payments received for this purpose; (c) reject future bids from the buyer or render such bids subject to payment of a deposit. In all cases of non-payment or late payment, lots will remain in storage at Marcopolo Auction House at the successful bidder's risk and expense, until sold or collected by the seller. Unless specifically agreed with the Seller, the precious objects that cannot be kept on storage constitute an exception. Foreign buyers are required to pay Italian taxes on the service (V.A.T.).
19. Collection of purchased lots: Purchased goods must be collected at Marcopolo within 48 hours of payment of the invoice notice referred to in section 15 above at the buyer's expense and risk. Precious objects can be collected in person the day ensuing the auction: afterwards they will be sent via insured shipping by the Mailboxes at the buyer's expense. If the buyer pays the purchase price and buyer's expenses but fails to collect a purchased lot within thirty calendar days of the auction, the lot will be stored at the buyer's expense (and risk) at Marcopolo or with a third party. If a purchased lot is paid for but not collected within six months of the auction, the buyer authorize Marcopolo, having given notice to the buyer, to arrange a resale of the item by auction or private sale, with estimates and reserves at Marcopolo discretion. The proceeds of such sales, less all costs incurred by Marcopolo, will be forfeited unless collected by the buyer within two years of the original auction.
20. Lot shipments: Marcopolo does not ship the lots. If required, the service can be assigned to an external shipping agency that has an agreement with the Auction House; the buyer will have a direct relationship with the agency, also in the context of releasing the invoice that includes costs for administration, packing, labor, shipping and insurance and has to be paid immediately.
21. Shipping by the buyer: In a situation where the carrier is identified by the buyer, it is the latter's responsibility to immediately notify the identity to Marcopolo; the buyer is also required to issue specific written clearance to Marcopolo for delivery to a courier of purchased lots, without prejudice to the need to have all the necessary authorizations for transporting and exporting individual items.
22. Courier packaging: Marcopolo reserves the right to provide the shipping agency with any information

and recommendation on the lots' packing procedures. The goods shipped outside Italy must be provided with a commercial invoice indicating value and type of goods.

23. Damage to shipped goods: Marcopolo will not be liable for any damage suffered from the goods after the delivery to the shipping agency. All packing and handling is at the buyer's risk.
24. Nature of auctioned goods: All goods placed at auction must be considered as used and supplied as antiques or as products to be repaired and refurbished in accordance with and for the purposes of Art. 3 paragraph 1 lett. e) of Italian Legislative Decree 206/2005 (Italian Consumer Code) and subsequent amendments.
25. Exclusion of the right of withdrawal: Pursuant to Art. 59 of Italian Legislative Decree 206/2005 and subsequent amendments the right of withdrawal with respect to any lot are excluded.
26. Extension of sales terms: These general terms apply, to the extent compatible, also to any subsequent purchases following the auction of lots not awarded.
27. Changes to the general terms: Marcopolo reserves the right to modify these terms and conditions at its own absolute discretion, at any time and without prior notice. Auction participants shall be liable for checking updates published according to the procedures set out in point 1.
28. Protection of personal data: Pursuant to Article 13 of Legislative Decree No. 196 of June 30, 2003 ("Personal Data Protection Code"), Marcopolo informs that the personal data provided will be processed primarily using electronic, automated, and/or video recording means (in compliance with methods and tools designed to ensure the security and confidentiality of the data) for the following purposes: (a) to fulfill obligations related to its services, (b) to manage relationships with sellers and buyers (e.g., administration of sales proceeds, invoices, shipments), (c) to conduct checks and evaluations of the auction sale relationship and related risks, (d) to comply with tax, accounting, legal obligations, and/or provisions issued by public authorities, and (e) to send advertising and informational materials from Marcopolo via automated systems, such as email, fax, SMS, or MMS.
29. Jurisdiction: Any dispute concerning the application, interpretation or breach of this agreement shall be referred to the exclusive jurisdiction of the Court of Milan.