

ABSENTEE/TELEPHONE BIDDING FORM

Sale Number _____ **Sale Title** FINE ASIAN ART **Sale Date** 20 JUNE 2023

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

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 type="checkbox"/> FOR PHONE BID (EXCLUDING PREMIUM AND TAX)

I agree to be bound by Marcopolo’s General Terms of Sale and the information set out overleaf in the Guide for Absentee and Telephone Bidders, which is published in the catalogue for the sale. I consent to the use of this information and any other information obtained by Marcopolo’s in accordance with the Guide for Absentee and Telephone Bidders and General Terms of Sale.

SIGNATURE _____

FIRST NAME _____ DATE _____

GUIDE FOR ABSENTEE AND TELEPHONE BIDDERS

If you are unable to attend an auction in person, you may give to Marcopolo instructions to bid on your behalf by completing the form overleaf. This service is confidential and available at no additional charge.

General

Before the Auction We will try and purchase the lot(s) of your choice for the lowest price possible (dependent on the reserve price and other bids) and never for more than the maximum bid amount you indicate. Where appropriate, your bids will be rounded down to the nearest amount consistent with the auctioneer's bidding increments. Please place your bids as early as possible, as in the event of identical absentee bids the earliest received will take precedence. Bids should be submitted at least twenty-four hours before the auctions. If bidding by telephone, we suggest that you leave a maximum bid which we can execute on your behalf in the event we are unable to reach you. See paragraph 9 of the General Terms of Sale.

After the Auction Successful bidders will receive an invoice detailing their purchases and giving instructions for payment and clearance of goods.

Without Reserve Lots Where a lot is offered 'without reserve' absentee bids will be executed at a minimum of 10% of the low estimate.

Completing This Form

This form should be used for one sale only. Please indicate the sale number, sale title and sale date in the space provided at the top of the form if it is not already pre-populated. Please record accurately the lot numbers, descriptions and the maximum hammer price you are willing to pay for each lot. Instructions to 'BUY' or unlimited bids will not be accepted. Bids must be numbered in the same order as the lots appear in the catalogue. Alternate bids for items can be made by placing the word 'OR' between lot numbers. This means if your bid on an early lot is successful, we will not continue to bid on subsequent lots for you. Or, if your early bids are unsuccessful, we will continue to execute bids for the remaining lots listed on your absentee bidding form. If you are arranging a telephone bid, please clearly specify the telephone number on which you can be reached at the time of the sale, including the country code. We will call you from the saleroom shortly before the relevant lot is offered.

New Clients

You will be asked to present documentation confirming your identity before your property or sale proceeds can be released to you. We may also contact you to request a bank reference. Please provide government issued photographic identification such as a passport, identity card or driver's license and confirm your permanent address.

Conditions of Absentee & Telephone Bidding

Please note that the execution of absentee and telephone bids is offered as an additional service for no extra charge. Such bids are executed at the bidder's risk and undertaken subject to Marcopolo's other commitments at the time of the auction. Marcopolo's therefore cannot accept liability for any reasonable error or failure to place such bids. All bids are subject to the General Terms of Sale applicable to the sale printed in the sale catalogue. Buyer's premium in the amount stated in paragraph 15 of General Terms of Sale will be added to the hammer price as part of the total purchase price, plus any applicable taxes and charges. Bids will be executed for the lowest price as is permitted by other bids or reserves. Where appropriate your written bids will be rounded down to the nearest amount consistent with the auctioneer's bidding increments.

Payment

In the event that you are successful, payment is due immediately after the sale unless otherwise agreed in advance. Payment may be made by bank transfer, credit and debit card (subject to certain restriction and /or surcharges), cheque or cash (up to 1000 euros). You will be sent full details on how to pay with your invoice.

Data Protection

See section 7 of the General Terms of Sale. In order to fulfil the services clients have requested, Marcopolo's may disclose information to third parties (e.g. shippers). It is Marcopolo's policy to require that any such third parties respect the privacy and confidentiality of our clients' information. By signing this Absentee and Telephone Bidding Form you agree to such disclosure. Please note that for security purposes, Marcopolo's premises are subject to video recording. Telephone calls e.g. telephone bidding may also be recorded.

GENERAL TERMS OF SALE

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 catalogue relating to each auction and published on the auction house's official website 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. **Description and display of items:** Presentation, descriptions and photographs of items contained in the auction catalogue and on the portal 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 and in accordance with any limitations imposed by the Authorities on health protection. 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, 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.

5. **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 l. 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.

6. **Restrictions on the movement of certain goods:** Marcopolo draws the attention of sellers and buyers to compliance with current regulations regarding the prohibition or limitation for exporting items of historical and artistic interest, with particular reference to the provisions of Italian Legislative Decree no. 42 of 22/1 / 2004 (Italian Cultural Heritage Code) and subsequent modifications and additions. Under no circumstances shall Marcopolo be held liable for the failure to issue a certificate on the free movement of a given good, restrictions determined by notifying the declaration of cultural interest, or by exercising the right of pre-emption on behalf of the Italian Government.

7. **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. 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.

8. 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.

9. 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, 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. 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 shall not be held liable for any technical issues that may prevent or limit the telephone bidding service during auctions.

10. 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 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 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.

11. Use of the website and telephone and on-line services: The use of the 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 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 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 and relevant services. All equipment made available by Marcopolo on the website 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 platform or for damages deriving from the use of third-party platforms.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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

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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).

17. 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 authorizes 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. Extension of sales terms: These general terms apply, to the extent compatible, also to any subsequent purchases following the auction of lots not awarded.

25. 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.

26. Jurisdiction: Any dispute concerning the application, interpretation or breach of this agreement shall be referred to the exclusive jurisdiction of the Court of Milan.

