

CONDITIONS DE VENTE

La vente se fera expressément au comptant.

Principe d'adjudication :

L'adjudicataire sera plus offrant et dernier enchérisseur, et aura pour obligation de remettre son nom et adresse. Il devra acquitter, en sus de l'enchère, par lot, les frais et taxes suivants : 20%TTC s'il est présent en salle ou par le biais d'un ordre d'achat communiqué à Quai des enchères (ci après l'OVV) ou Maître Jérôme Duvillard, 23% TTC si l'achat se produit via un site internet ou par téléphone (volontaire), 14,40% TTC (judiciaire). Hors livres et taxe de poinçonnage de métaux précieux le cas échéant.

Les enchères ne sont admises que si elles sont portées par des personnes capables. Une caution pourra même être demandée le cas échéant. En cas de doute, l'OVV sera susceptible de remettre en vente sur le champ l'objet acquis par le biais d'une folle enchère, à sa seule appréciation.

L'Ovv ou Maître Duvillard ayant la police de la vente se réserve le droit de ne pas recevoir les enchères d'enchérisseurs incapables ou ayant pour but de nuire à la bonne marche des enchères publiques.

Pour les biens

La responsabilité de l'OVV ou de Maître Duvillard ne saurait être engagée si, par erreur ou suite à un problème technique, un ordre d'achat direct ou par téléphone n'était pas exécuté.

En cas de contestation, s'il est établi que deux ou plusieurs enchérisseurs ont porté simultanément une enchère équivalente, l'objet sera remis en adjudication pour tout le public. L'OVV se réserve le droit de ne pas recevoir les enchères d'enchérisseur ayant pour but de porter atteinte au bon fonctionnement des enchères. L'OVV ou le commissaire-priseur judiciaire se réserve le droit de réunir ou de diviser les numéros du catalogue.

Rappel : Lors des achats via le site de vente Live (par exemple Interenchères live ou Drouot live) ou par enchères téléphoniques les frais sont de 23%TTC.

Règlements :

Le paiement s'effectue à réception de la facture :

- Pour les ventes volontaires :
 - o Par chèque bancaire ;
 - o En espèces dans la limite de 1000 euros (frais non compris) pour les ressortissantde l'Union européenne et 7000 euros pour les étrangers
 - o Par virement sur le compte :

- | |
|---|
| <ul style="list-style-type: none">- CIC Lyonnaise de Banque- <u>Account owner</u> :- SARL QUAI DES ENCHERES |
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- 1 avenue Edouard Herriot
- 71000 Mâcon
- Code banque : 10096
- Code guichet : 18044
- No compte : 00046967401
- Clé RIB : 31
- International identification :
- IBAN : FR76 1009 6180 4400 0469 6740 131
- BIC : CMCIFRPP
- Siret : 521 168 948 RCS Mâcon
- No TVA intracommunautaire : FR 37 : 521 168 948

- Pour les ventes judiciaires :
 - o Par chèque bancaire ;
 - o En espèces dans la limite de 1000 euros (frais non compris) pour les ressortissants de l'Union européenne et 7000 euros pour les étrangers
 - o Par virement sur le compte :

- Banque Populaire de Franche Comté
- Charnay les Macon
- Code banque : 10807
- Code guichet : 00502
- Numero de compte 42221637921
- Cle rib 43
- IBAN FR76 1080 7005 0242 2216 3792 143
- BIC : CCBPFRPPDJIN
- No TVA intracommunautaire : FR37 452 214 158

Descriptions des lots, dimensions, état :

Les indications portées au catalogue engagent la responsabilité de l'Opérateur en ventes aux enchères publiques, des experts et assistants comptes tenus des rectifications annoncées au moment de la présentation de l'objet pendant la vente ou portées au procès-verbal de la vente.

Les dimensions, les poids et les estimations ne sont donnés qu'à titre indicatif.

Une exposition préalable permettant aux acquéreurs de se rendre compte de l'état des objets mis en vente, il ne sera admise aucune réclamation, une fois l'adjudication prononcée. Lors des ventes judiciaires tous les biens sont vendus en l'état.

Enchères à distance, en ligne ou par téléphone

Les informations recueillies sur les formulaires d'enregistrement des plateformes sont obligatoires pour participer à la vente puis pour la prise en compte et la gestion de l'adjudication.

Les enchérisseurs par internet sont réputés avoir accepté les conditions générales des plateformes utilisées (Interencheres live ou Drouot live)

Vous pouvez connaître et faire rectifier les données vous concernant, ou vous opposer pour motif légitime à leur traitement ultérieur, en adressant une demande écrite accompagnée d'une copie de votre pièce d'identité à l'opérateur de vente par courrier ou par email.

Délivrance des lots :

Dès l'adjudication prononcée, les achats sont sous l'entière responsabilité de l'acquéreur, le magasinage et le transport de l'objet n'engagent pas la responsabilité de l'opérateur de ventes volontaires aux enchères publiques ou du commissaire-priseur judiciaire.

Au surplus, à compter de la date de la vente, et quel que soit le mode d'achat, un délai de 14 jours est octroyé pour récupérer les lots. A compter du 15^{ème} jour, les frais de stockage sont de 10 euros par semaine pour les bibelots, tableaux, bijoux et 25 euros pour un meuble.

Aucun lot ne sera remis aux acquéreurs avant acquittement de l'intégralité des sommes dues (principal et accessoires). En cas de paiement par chèque, le transfert de propriété ne sera total qu'après encaissement du chèque. Le paiement par chèque sans provision ou le défaut de paiement n'entraîne pas la responsabilité de l'OVV et ne délivre pas de l'obligation de payer. En cas de défaut de paiement l'objet pourra être remis en vente immédiatement ou à la première opportunité, le payeur en défaut restant redevable de la différence entre la première adjudication et la dernière.

L'opérateur de vente volontaire est adhérent au Registre central de prévention des impayés des Commissaires-priseurs auprès duquel les incidents de paiement sont susceptibles d'inscription. Les droits d'accès, de rectification et d'opposition pour motif légitime sont à exercer par le débiteur concerné auprès du Symev 15 rue Fressinet 75016 Paris.

Enlèvements des lots :

Dans le cas de vente à l'Hôtel des ventes : sur place du lundi au vendredi 9h00 -12h00 et 14h -18h (sauf jours de vente). Expéditions :

- Transporteur de votre choix sur devis
- Envois postaux : tarifs postaux + frais de conditionnement sur devis

L'OVV ou la responsabilité du ou de l'OVV commissaire-priseur ne saurait être retenue pour un quelconque dommage lors du transport de l'objet acquis.

Dans le cas des ventes ailleurs qu'à l'Hôtel des ventes : les jours, heures et adresses d'ouverture pour récupérer les lots sont définis dans l'annonce. Ils sont strictement à respecter. Tout autre rendez-vous sera payant (déplacement et temps passé) ou refusé.

Conditions and information principally for buyers

All property is being offered under French law and the conditions printed in this volume. It is important that you read the following pages carefully. The following pages give you as well useful information on how to buy at auction. Our staff is at your disposal to assist you.

Buyer's premium

The purchase price will be the sum of the final bid plus a buyer's premium of 20 % incl. Taxes of the excess of the hammer price included.

VAT rules

Non-European buyers may have all VAT invoiced refunded to them if they request so in writing to the accounting department within delay of 3 months of the date of the sale, and if they provide QUAI DES ENCHERES with the third sample of the customs documentation (DAU) stamped by customs. QUAI DES ENCHERES must appear as shipper on the export document and the buyer as the consignee. The exportation has to be done within the legal delays and a maximum of 3 months of the date of sale.

1- Before the auction

Pre-sale estimates

The pre-sale estimate are intended as a guide for prospective buyers. Any bid between the high and the low pre-sale estimates offers a fair chance of success. It is always advisable to consult us nearer the time of sales as estimates can be subject to revision.

Condition of lots

Solely as a convenience, we may provide condition reports. All the property is sold in the condition in which they were offered for sale with all their imperfections and defects.

No claim can be accepted for minor restoration or small damages.

It is the responsibility of the prospective bidders to inspect each lot prior to the sale and to satisfy themselves that each lot corresponds with its description. Given that the re-lining, frames and finings constitute protective measures and not defects. They will not be noted. Any measurements provided are only approximate.

All prospective buyers shall have the opportunity to inspect each object for sale during the presale exhibition in order to satisfy themselves as to characteristics, size as well as any necessary repairs or restoration.

Sale preview

Pre-auctions viewings are open to the public free of charge. Quai des enchères is concerned for your safety while on our premises and we endeavour to display items safely so far as is reasonably practicable. Nevertheless, should you handle any items on view at our premises, you do so at your own risk.

2- Bidding in the sale

Bids may be executed in person by paddle during the auction or by telephone, or by third person who will transmit the orders in writing or by telephone prior to the sale. The auctions will be conducted in euros.

Bidding in Person

If you wish to bid on a lot, please indicate clearly that you are bidding by raising your paddle and attracting the attention of the auctioneer. Should you be the successful buyers of any lot, please ensure that the auctioneer can see your paddle and that it is your number that is called out.

Should there be any doubts as to price or buyer, please draw the auctioneer's attention to it immediately.

We will invoice all lots sold to the name and address in which the paddle has been registered and invoices cannot be transferred to other names and addresses. In the event of loss of your paddle, please inform the sales clerk immediately.

At the end of the sale, please return your paddle to the registration desk.

Bidding as principal

If you make a bid at auction, you do as principal and we may hold you personally and solely liable for that bid unless it has been previously agreed that you do so on behalf of an identified and acceptable third party and you have produced a valid power of attorney acceptable to us.

Absentee bids

If you cannot attend the auction, we will be pleased to execute written bids on your behalf. This service is free and confidential. Lots will be bought as cheaply as is consistent with other bids and the reserves. In the event of identical bids, the earliest bid received will take precedence. Always indicate a 'Top limit'

- The hammer price to which you would stop bidding if you were attending the auction yourself.
- 'Buy' and unlimited bids will not be accepted.

Orders shall be made in euro.

Written orders may be

- Sent by e-mail at contact@quaidesencheres.fr
- Sent by fax to the following number : 00 33 (0)3 85 38 65 54
- Hand delivered to staff on the premises
- Sent by post to the offices of QUAI DES ENCHERES.

You may also bid by telephone. Telephone bids must be confirmed before the auction by letter, fax or e-mail. These as well as written bids must be received 24 hours before the auction so that we can guarantee satisfaction.

Bidding by telephone

If you cannot attend the auction, it is possible to bid on the telephone. As the number of telephone lines is limited, it is necessary to make arrangements for this service 24 hours before the sale.

We also suggest that you leave a covering bid which we can execute on your behalf in the event we are unable to reach you by telephone. QUAI DES ENCHERES staff are available to execute bids for you in English.

3 – At the Auction

Condition of sale

As indicated above, the auction is governed by the conditions written on these pages. Anyone considering bidding in the auction should read them carefully. They may be amended by way of notices posted in the salesroom or by way of announcement made by the auctioneer.

Access to the lots during the sale

For security reasons, prospective bidders will not be able to view the lots while the auction is taking place.

Auctioning

The auctioneer may commence and advance the bidding at levels he considers appropriate and is entitled to place consecutive and responsive bids on behalf of the vendor until the reserve price is achieved.

4- After the auction

Results

If you would like to know the result of any absentee bids which you may have instructed us to place on your behalf, please contact :

QUAI DES ENCHERES

Tel : 00 33 (0)3 85 38 75 07

Fax : 00 33 (0)3 85 38 65 54

Or : contact@quaidesencheres.fr

Payment

Payment is due immediately after the sale and may be made by the following method :

- Checks in euro
- Cash within the following limits :
 - 3.000 euros for trade clients
 - 3.000 euros for french private clients
 - 15.000 euros for foreign tax nationals (non trade)
- Credit cards VISA and MASTERCARD
- Bank transfers :

CIC Lyonnaise de Banque

Account owner :

SARL QUAI DES ENCHERES

1 avenue Edouard Herriot

71000 Mâcon

Code banque : 10096

Code guichet : 18044

No compte : 00046967401

Clé RIB : 31

International identification :

IBAN : FR76 1009 6180 4400 0469 6740 131

BIC : CMCIFRPP

Siret : 521 168 948 RCS Mâcon

No TVA intracommunautaire : FR 37 : 521 168 948

Collection of Purchases

Purchases can only be collected after payment in full in cleared funds has been made.

All lots will be available during, or after each session of sale on presentation of the paid invoice with the release authorisation from the Accounts Office.

We encourage buyers to make arrangements to collect their lots after the sale.

Export

Buyers should always check whether an export licence is required before exporting. It is the buyer's sole responsibility to obtain any relevant export or import licence. The denial of any licence or any delay in obtaining licences shall neither justify the rescission of any sale nor any delay in making full payment of the lot. QUAI DES ENCHERES cannot ensure that a licence will be obtained.

Catalogue descriptions

QUAI DES ENCHERES shall exercise such due care when making express statements in catalogue descriptions, as amended by any notices posted in the salesroom prior to the opening of the auction or by announcement made by the auctioneer at the beginning of the auction and noted in the minutes of the sales, as is consistent with its role of an auction house and in the light of the information provided to it by vendor, of the scientific, technical and artistic knowledge, and the generally accepted opinions of relevant experts, at the time any such express statement is made.

Pre-emption of the French state

The French state is entitled to use a right of pre-emption on works of art, pursuant to the rules of law in force. The use of this right comes immediately after the hammer stroke, the representative of the French state expressing then the intention of the State to substitute for the last bidder, provided he confirms the pre-emption decision within fifteen days.

QUAI DES ENCHERES will not bear any liability/responsibility for the conditions of the pre-emption by the French State

Handling or payment issues

The lot will be delivered to the buyer only after the entire payment of the price, costs and taxes. In the meantime QUAI DES ENCHERES may invoice to the buyer the costs of storage of the lot, and if applicable the costs of handling and transport.

Should the buyer fail to pay the amount due, and after notice to pay has been given QUAI DES ENCHERES to the buyer without success, at the seller's request, the lot is re-offered for sale, under the French procedure known as "procédure de folle enchère". If the seller does not make this request within a month from the date of the sale, the sale will be automatically cancelled, without prejudice to any damages owed by the defaulting buyer.

In addition, QUAI DES ENCHERES reserves the right to claim against the defaulting buyer, at their option:

- interest at the legal rate increased by five points,
- the reimbursement of additional costs generated by the buyer's default,
- the payment of the difference between the initial hammer price and the price of sale after "procédure de folle enchère" if it is inferior as well as the costs generated by the new auction.

QUAI DES ENCHERES also reserves the right to set off any amount

QUAI DES ENCHERES may owe the defaulting buyer with the amounts to be paid by the defaulting buyer.

QUAI DES ENCHERES reserves the right to exclude from any future auction, any bidder who has been a defaulting buyer or who has not fulfilled these general conditions of purchase.

For items purchased which are not collected within seven days from after the sale (Saturdays, Sundays and public holidays included), QUAI DES ENCHERES will be authorized to move them into a storage place at the defaulting buyer's expense, and to release them to same after payment of corresponding costs, in addition to the price, costs and taxes.



QUAI DES ENCHERES is member of SYMEV and authorized to declare any defaulted buyers at the main file called 'Registre central des impayés des commissaires-priseurs, shared by SYMEV members. In such case, the declared buyer may access to his data contacting SYMEV, 15 rue Freycinet, 75016 Paris, France.