

## Condition of sale

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1. Lots are put on sale by Aste Boetto at a public auction. Aste Boetto acts as exclusive agent in its own right and on behalf of each seller whose name is registered C/O Aste Boetto. The seller is responsible for the items on sale and Aste Boetto accepts no responsibility with regards to the buyer other than that which may derive from its position as agent.

2. The items are sold to the highest bidder for cash: in the case of disagreement between more than one high bidder, the disputed item may, at the sole discretion of the auctioneer, be relisted for new bidding during the same auction. When making a bid, the bidder accepts full personal responsibility to pay the price agreed inclusive of the Auction Commission and all other due fees and taxes.

3. Aste Boetto reserves the right to withdraw any lot from the auction. During the auction, the auctioneer has the right to separate or join lots and to change the order of their sale. The auctioneer may, furthermore, at his discretion, withdraw any lot which does not reach the reserve price agreed between Aste Boetto and the seller.

4. An auction commission of 25% is to be added to the final selling price. Goods marked "\*" which are offered by sellers not subject to "margin regulations" (VAT paid on only the difference between the original purchase price and sale price) are subject to the auction commission of 24% plus VAT on the entire value of the sale item plus expenses.

5. The auction director may accept a specific mandate to bid for lots at a determined price and make offers on behalf of the seller.

6. Aste Boetto may accept mandates for buying (written and telephonic) and raise bids through the auctioneer at public auctions. Aste Boetto may not be held responsible in any way for not receiving written or telephonic or by web offers or for any errors or omissions in said offers.

6bis. **IMPORTANT NOTICE FOR TELEPHONE BIDDERS: Aste Boetto Auction House will call the telephone bidder at the chosen number(s) when the lots come up for sale. By bidding on the telephone, prospective purchasers accept to automatically submit an order bid at the lowest price indicated on the catalogue, for each chosen lot. If by any reason, even of technical origin, the phonecall should fail, the telephone bid form will be considered as on order**

**bid at the lowest price indicated on the catalogue, for each chosen lot.**

7. In the case of two identical offers for the same lot, the offer will be awarded to the offer which was received first. Aste Boetto reserves the right to refuse offers from unknown bidders unless a deposit is raised which covers the entire value of the desired lot or in any case an adequate guarantee is supplied. At the time of assignment of a lot, Aste Boetto may require identification details from the purchaser and in the case of referred and non cash payment, the purchaser must supply Aste Boetto with a congruous and checkable bank reference: in the case of references which do not correspond, are incomplete or inadequate, Aste Boetto reserves the right to cancel the sale contract of the assigned lot.

8. Aste Boetto acts as agent for the seller and declines responsibility deriving from descriptions of the items in the catalogues, brochures or any other such descriptive material: the descriptions as stated above as with all other illustrations are purely indicative. All auctions are preceded by an exhibition in order to allow a thorough examination of the authenticity, condition, origin, type and quality of the items. After the assignment of a lot, neither Aste Boetto nor the seller can be held responsible for flaws with regards to the condition, for mistaken attribution, origin, authenticity, weight or quality of the items. Neither Aste Boetto nor anyone charged by Aste Boetto can release any guarantee in this sense other than in cases foreseen by law.

9. The starting price relative to the possible auctioning of each lot is printed under the description of said lot and do not include the Auction commission to be paid by the purchaser. These estimates are nevertheless made well before the date of the auction and may therefore be subject to modification. The descriptions of the lots in the catalogue may also be subject to revision via communication to the public during the auction.

10. Aste Boetto may require payment in full of the final price and Auction Commission, in any case, full payment in Euros must be made within seven days of the assignment. Having paid the final price and Auction Commission, the purchaser must collect the bought lots at his own risk, responsibility and expense within seven days of the purchase. At the end of said period, Aste Boetto will

be exonerated of all responsibility with regards to the purchaser concerning storage and possible deterioration of the items and may exercise the right to apply a charge for the storage of each single lot at the rate of € 5.00 per day for furniture and € 2.50 per day for other items. Items sold off site and not collected will be transported and stored in our warehouses. Any transport costs will be responsibility of the purchaser. If specifically requested by the purchaser, and at their risk and expense, Aste Boetto may arrange packaging, transport and insurance of the lots.

11. In case on non-payment, Aste Boetto may:

a) return the goods to the seller and demand from the buyer payment of the lost commission  
b) act in order to obtain enforcement of compulsory payment

c) sell the lot at a private sale or subsequent auction, and in any case detain as penalty any deposits paid.

12. Notwithstanding any disposition contrary to this content, Aste Boetto reserves the right to agree with the purchaser special forms of payment, public or private warehouse storage, to sell assigned lots which have not been collected privately, to insure assigned lots, to resolve disputes and claims by or against the purchaser and to generally undertake actions considered appropriate in order to collect payment owed by the purchaser or even according to the circumstances, cancel the sale according to articles 13 and 14 of Italian civil law and to return the goods to the purchaser.

13. Purchasers are required to uphold all laws and regulations in force with regards to the items declared to be of particular importance and for which the procedure of declaration was began in accordance with article 6 es. of the legislative decree 29 October 1999, n°490, with particular regards to article 54 of the same decree. The export of goods by the purchaser, resident and not in Italy, is regulated by the aforementioned decree and furthermore by customs, currency and tax regulations in force. The approximate cost of an export license is € 200.00.

The application for an export license is to be sent to the Ministry on payment of the lot and with explicit written authorization of the purchaser. Aste Boetto is not held responsible in any way to the purchaser with regards to any eventual export restrictions concerning the lot assigned, nor for any license or permit which the purchaser of a lot

must acquire in accordance with Italian law. In the case of the State exercising the right of withdrawal, the purchaser cannot expect any reimbursement from Aste Boetto or from the seller, of interest on the price or Auction Commission already paid.

14. In the case of a reasonable contestation, accepted by Aste Boetto, with regards to faked works of art, and given that a written communication is received by Aste Boetto within 21 days from the sales, Aste Boetto may, at its discretion cancel the sale and should the purchaser so require, reveal the name of the seller informing said seller of this action.

15. All information regarding hall-marks of metals, carats and weight of gold, diamonds and precious coloured gems are to be considered purely indicative and approximate and Aste Boetto cannot be held responsible for eventual errors contained in said information nor for the falsification of precious items. Some weights in this catalogue have been ascertained by way of measurement. This data is to be considered approximate and must not be considered as exact.

16. In addition to all other obligations and rights as contained in these Conditions of Sale, Aste Boetto may at its discretion, in the case that is informed or becomes aware of claims by third parties concerning the ownership, possession or holding of a lot, hold the lot in custody for the duration of the claim or for the time deemed necessary for the claim to be made.

17. These Conditions of Sale are automatically accepted by all those participating in the auction and are available upon request to any interested party.

Any dispute is to be under the jurisdiction of the court of Genoa.

18. For all object including materials belonging to protected species as, for example, coral, ivory, turtle, crocodile, whale bones, rhinoceros horns, rosewood and so on, it is necessary to obtain a CITES export license released by the Ministry for the Environment and the Safeguard of the Territory, it will cost € 50.00.

Possible buyers are asked to get all the necessary information concerning the laws on these exports in the Countries of destination.