

## INFORMATION FOR WEB AUCTIONS 95

- To participate in the award of lots, to follow the progress of the auction, or even just to check or raise last minute bids already made, you will need to register at Live Bidding. If you have already registered for a previous Live sale, you will not need to make a further recording. If you haven't registered yet, you have to go on <http://auctions.bertolamifinearts.com/la/login.php> and click on the record button.
  - From 1:00pm GMT (2:00 pm CET) of 28 January 2021 will start a virtual auction which will award lot by lot considering, as a traditional auction, of all bids arrived earlier. The link of platform of Live Bidding is: <https://auctions.bertolamifinearts.com/la/login.php?Lang=EN>
  - The lots are definitely awarded on the days of sale. The auction will take place on the 28th January 2021 from 1.00pm GMT (2:00 pm CET). The participation at the auction can be made by Live platforms, phone or absentee bids.
  - The bids may be placed through our website ([www.bertolamifineart.com](http://www.bertolamifineart.com)), Bidspirit, Arsvalue, Invaluable, Liveaucrioneers, Drouot, The Saleroom, ePailive, emaxBid, by fax, email, phone or directly to the offices of Bertolami Fine Arts. Absentee bids by fax, email, phone or directly in our offices should be send within the 10:00am GMT (11:00 am CET) of 28 January 2021. Absentee bids on our website will be close 5 lots before the definitely awarded on Live Bidding.
  - The minimum bid for each lot is the opening price shown in our website, lower offers will not be taken into consideration.
  - In the event of matching bids on the same lots, the earliest bid will take precedence.
  - In the case of only one bid on a lot, the lot will awarded at the opening price. (e.g. if the opening price is £ 1.000 and the only bid offered is £ 1.500, the lot will be awarded at £ 1.000).
  - In the case of multiple bids on the same lot, it will be awarded to the highest bid. The calculation of the offer will be made at predetermined increments added to the bid immediately lower than the highest received. (e.g. if the opening price is £ 1.000 and customer (A) offers £ 1,270 while customer (B) offers £ 1,800, the lot will be awarded to customer (B) at £ 1,370 (with a predetermined increment of £ 100 over the immediate lower bid of £ 1,270).
  - The realized sale prices list will be published on the website, [www.bertolamifinearts.com](http://www.bertolamifinearts.com) within five days of adjudication.
  - Payment for the purchased lots may be made by the following methods:
    - bank cheque or cashier's check in favour of Bertolami Fine Arts Ltd, with surcharge of £ 10 for foreign checks.
    - credit card Visa, MasterCard and American Express
    - Paypal
    - Direct bank transfers in Euro may be made to Bertolami Fine Arts s.r.l. with surcharge of £ 10 for outside European:
- On the invoices paid by bank transfer, cheque or cash will not be added a surcharge of Administration fees of 3,5%.

- The successful bidder will pay a commission to Bertolami Fine Arts, for each lot, of 24% on the hammer price.
- All lots purchased on the Bertolami Fine Arts Live-bidding system ([www.bertolamifineart.com](http://www.bertolamifineart.com)) are NOT subject to other increments. All lots purchased on the Live-bidding of Bidspirit ([www.bidspirit.com](http://www.bidspirit.com)) are subject to an increment of 1.5% on the hammer price. All lots purchased on the platform of Liveauctioneers ([www.liveauctioneers.com](http://www.liveauctioneers.com)) and Invaluable ([www.invaluable.com](http://www.invaluable.com)) are subject to an increment of 5% on the hammer price. All lots purchased on the platform of Drouot ([www.drouot.com](http://www.drouot.com)). The Saleroom ([www.thesaleroom.com](http://www.thesaleroom.com)), ePailive ([www.epailive.com](http://www.epailive.com)) are subject to an increment of 3% on the hammer price.
- Payment of purchased items must be made within 7 days from receipt of the invoice. If the invoice hasn't been paid within 30 days following adjudication, will be charged a penalty of 1%/month on the amount of the unpaid invoice.
- Any customs charges, export license and shipping costs will be charged to the buyer. In the case of unjustified contestation, by which the items are returned to BFA, any customs and shipping costs will be payable by the buyer. The waiting time for export permits isn't less than 60/90 days from date of request at the competent Export Office. The license application is submitted to the ministry upon full payment of the lot and the express request of the buyer.
- The descriptions on the catalogue are opinions expressed in good faith.
- In case of discrepancies, the online version of these terms of sale prevails.
- All participants should read the terms of sale of the auction that will be accepted automatically at the time of participation in the auction.

<b>Amount bid €</b>	<b>Predetermined increase €</b>
0-99	5
100-199	10
200-499	20
500-999	50
1.000-1.999	100
2.000-4.999	200
5.000-9.999	500
10.000-19.999	1.000
20.000-49.999	2.000
50.000+	5.000

## **Terms - United Kingdom**

### **TERMS AND CONDITIONS**

This notice is addressed by Bertolami Fine Arts LTD to any person who may be interested in a Lot. Any additional information applicable to the Sale may be set out in the Catalogue for the Sale, in an insert in the Catalogue and/or in a notice displayed at the Sale venue and you should read them as well.

The terms and conditions of sales applied to both floor and online Bertolami Fine Arts LTD sales are the ones on the bertolamifinearts.com site and not those published in the printed catalogs.

#### **1. OUR ROLE**

In its role as Auctioneer of Lots, Bertolami Fine Arts LTD acts solely for and in the interests of the Seller. Our experts are available to prospective buyers to provide information about lots for sale. The Seller has authorized Bertolami Fine Arts LTD to sell the Lot as its agent on its behalf and, save where we explicitly make it clear to the contrary, Bertolami Fine Arts LTD acts only as agent for the Seller. Any statement or representation we make in respect of a Lot is made on the Seller's behalf.

Bertolami Fine Arts LTD does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a Lot and buy it, at that stage Bertolami Fine Arts LTD does enter into an agreement with the Buyer. The terms of that contract are set out in our Buyer's Agreement, which you will find beneath.

#### **2. LOTS**

Subject to the Contractual Description printed in bold letters in the Entry about the Lot in the Catalogue, Lots are sold to the Buyer on an "as is" basis, with all faults and imperfections. Illustrations and photographs contained in the Catalogue (other than photographs forming part of the Contractual Description) or elsewhere of any Lots are for identification purposes only. They may not reveal the true condition of the Lot. A photograph or illustration may not reflect an accurate reproduction of the color(s) of the Lot. Lots are available for inspection prior to the Sale and it is for you to satisfy yourself as to each and every aspect of a Lot, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price. It is your responsibility to examine any Lot in which you are interested. It should be remembered that the actual condition of a Lot may not be as good as that indicated by its outward appearance. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details. Any person who damages a Lot will be held liable for the loss caused.

#### **3. DESCRIPTIONS OF LOTS AND ESTIMATES**

##### ***Contractual Description of a Lot***

The Catalogue contains a description of our experts and an image about each Lot.

##### ***Estimates***

The estimate is printed beside the description. Estimates are only the result of negotiations between Bertolami Fine Arts LTD and the Seller. They do not take into account any VAT or Buyer's fees. The estimate of each lot is in pound.

##### ***Condition Reports***

Bertolami Fine Arts LTD can give to all customers the Condition Report on each lot. If so

requested, this will be provided by Bertolami Fine Arts LTD on behalf of the Seller free of charge.

***The Seller's responsibility to you***

The seller undertakes to respect all contractual obligations listed here relating the sale of the items in the auction.

***Bertolami Fine Arts LTD's responsibility to you***

Bertolami Fine Arts LTD acts as an intermediary for the sale and it commits itself to allow analysis, study or test for the interest of the seller and buyer unless they are invasive or damaging the item.

***Alterations***

Descriptions and Estimates may be amended at Bertolami Fine Arts LTD discretion from time to time by notice given orally or in writing before or during a Sale or by publication. Each lot is available for examine before the sale.

***Reserve Price***

BFA may accept absentee bids which are below the reserve price.

If the bidding ends before the reserve is reached, Bertolami Fine Arts will submit the consignor the highest absentee bid below the reserve price received. The decision of the seller will be communicated to the bidder within fifteen days from the auction date.

**4. CONDUCT OF THE SALE**

Our Sales are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any Sale without stating a reason. We have complete discretion as to whether the Sale proceeds, whether any Lot is included in the Sale, the manner in which the Sale is conducted and we may offer Lots for Sale in any order we choose notwithstanding the numbers given to Lots in the Catalogue. You should therefore check the date and starting time of the Sale, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a Lot you are interested in is put up for Sale. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any Lot, to combine two or more Lots, to withdraw any Lot from a Sale and, before the Sale has been closed, to put up any Lot for auction again.

Some lots may carry a reserve. The auctioneer reserves the right not to sell an item below the confidential price, or will repurchase the item on behalf of the consignor or of BFA. If a reserve exists the auctioneer reserves the right to bid on any lot on behalf of the consignor up to the amount of the reserve against any floor or mail bidders. The auctioneer also reserves the right to bid on any lot on behalf of BFA. The Buyer will be the Bidder who makes the highest bid acceptable to the Auctioneer for any Lot (subject to any applicable Reserve) to whom the Lot is knocked down by the Auctioneer at the fall of the Auctioneer's hammer.

Any dispute as to the highest acceptable bid will be settled by the Auctioneer at his or her absolute discretion. All bids tendered will relate to the actual Lot number announced by the Auctioneer. An electronic currency converter may be used at the Sale. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. All estimates are in POUNDS STERLING. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the Sale.

According to your sole discretion, BFA reserves the right to cancel the selling of a lot if, after the assignment of the same one, errors in the description are noticed or if the reserve price (contractually agreed with the owner) has been incorrectly transcribed.

**5. BIDDING**

We do not accept bids from any person who has not completed and delivered to us one of our Bidding Forms, either our Bidder Registration Form, Absentee Bidding Form or Telephone Bidding

Form. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving license (or similar photographic proof of identity) and proof of address. We may request a deposit from you before allowing you to bid. We may refuse entry to a Sale to any person even if that person has completed a Bidding Form.

### **Bidding in person**

You should come to our Bidder registration desk at the Sale venue and fill out a Bidder Registration Form on (or, if possible, before) the day of the Sale. The bidding number system is sometimes referred to as “paddle bidding”. You will be issued with a large card (a “paddle”) with a printed number on it. This will be attributed to you for the purposes of the Sale. Should you be a successful Bidder you will need to ensure that your number can be clearly seen by the Auctioneer and that it is your number which is identified as the Buyer’s. You should not let anyone else use your paddle as all Lots will be invoiced to the name and address given on your Bidder Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the Hammer Price of, or whether you are the successful Bidder of, a particular Lot, you must draw this to the attention of the Auctioneer before the next Lot is offered for Sale. At the end of the Sale, or when you have finished bidding please return your paddle to the Bidder registration desk.

### **Bidding by telephone (only available on lots with a low estimate greater than £500)**

If you wish to bid at the Sale by telephone, please complete a Telephone Bidding Form, which is available from our offices or in the Catalogue. Please then return it to the office responsible for the Sale at least 24 hours in advance of the Sale. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all Lots. We will not be responsible for bidding on your behalf if you are unavailable at the time of the Sale or if the telephone connection is interrupted during bidding. Our staff will be available for phone calls in foreign languages as long as previously agreed upon.

### **Bidding by post or fax**

Absentee Bidding Forms can be found in the back of this Catalogue and should be completed and sent to the office responsible for the Sale. It is in your interest to return your form as soon as possible, as if two or more Bidders submit identical bids for a Lot, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the Sale. Please check your Absentee Bidding Form carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to Reserves and other bids made for the Lot. Where appropriate your bids will be rounded down to the nearest amount consistent with the Auctioneer’s bidding increments. New Bidders must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

### **Bidding via the internet**

Please visit our Website at [www.bertolamifinearts.com](http://www.bertolamifinearts.com) for details of how to bid via the internet.

### **Bidding through an agent**

Bids will be accepted as placed on behalf of the person named as the principal on the Bidding Form although we may refuse to accept bids from an agent on behalf of a principal and will require written confirmation from the principal confirming the agent’s authority to bid. For further details, please contact Customer Services of Bertolami Fine Arts LTD.

## **6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BERTOLAMI FINE ARTS LTD**

On the Lot being knocked down to the Buyer, a Contract for Sale of the Lot will be entered into

between the Seller and the Buyer on the terms of the Contract for Sale set out in Appendix 1 at the back of the Catalogue. You will be liable to pay the Purchase Price, which is the Hammer Price plus any applicable VAT. At the same time, a separate contract is also entered into between us as Auctioneers and the Buyer. Please read the terms of the Contract for Sale and our Buyer's Agreement contained in the Catalogue in case you are the successful Bidder. We may change the terms of either or both of these agreements prior to them being entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale.

## **7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER**

Under the Buyer's Agreement, a premium (the Buyer's Premium) is payable to us by the Buyer in accordance with the terms of the Buyer's Agreement and at rates set out below, calculated by reference to the Hammer Price and payable in addition to it. Storage charges and Expenses are also payable by the Buyer as set out in the Buyer's Agreement. The following Buyer's Premium is written within the "information for buyers".

In order to harmonize tax procedures among EU countries, with effect from 1 January 2001 new rules were introduced with the extension to the Auction Houses of the margin scheme. Article. 45 of Law 342 of 21 November 2000 provides for the application of the scheme to sales concluded in execution of contracts of commission defined:

- private clients;
- clients to tax that the operation subject to the margin scheme;
- Customers who have not been able to deduct the tax in accordance with Art. 19, 19 bis, and 19-bis2 the DPR. 633/72 (which have sold well in free ex-Art. 10, 27-d)
- customers who benefit from the exemption arrangements provided for small businesses in the State of origin.

By virtue of special legislation, in cases mentioned above any VAT tax, or a sum in lieu of VAT, if applicable, it is charged by the Auction House. No symbol will be used for lots sold under the margin scheme.

## **8. PAYMENT**

The payment of the sold lots must be made immediately after the auction and can be made by bank transfer, cash, check, bank check bank account, credit card. Were exceptional exchange rate variations to occur due to imponderable situations, Bertolami Fine Arts LTD may, at its sole discretion, issue invoices in UK pounds (GBP), US dollars (USD), Euros (EUR).

If the invoices are in terms of Euros or US dollars, we will apply the exchange rate between UK pounds and Euros or UK pounds and US dollars prevailing at the time of the contract of sale (auction date).

Bertolami Fine Arts LTD will bill to the same person that is at the registration of the pallet unless previously agreed otherwise with the Administration. As required by law, Bertolami Fine Arts LTD is obliged to call for their customers to show an identity document (identity card, driving license, passport) and confirmation of address.

Buyers wishing to pay by bank check must make arrangements with the Administration. It is not possible to deliver the goods before the payment by check or bank draft until encashment of the check, unless otherwise agreed prior to the auction.

You will find the bank details in the invoice. Payment can be made by Visa or Mastercard only by the cardholder.

Bertolami Fine Arts LTD reserves the right to check the source of the payments received. Bertolami Fine Arts LTD reserves the right to refuse payments received from people different from the purchaser. However, in limited circumstances and in any case with the consent of the seller, Bertolami Fine Arts LTD has the ability to offer buyers it deems reliable the option of paying for goods purchased at cadences deferred. The mode of deferred payment will be set out before the

sale. Before considering whether or not to grant deferred payments, Bertolami Fine Arts LTD may ask for references and documentation on the reliability and identity of the buyer. It will not allow anyone to withdraw the lot prior to the payment, unless credit has been granted before the auction. If the successful bidder doesn't make the payment within the terms of payment, he expressly authorizes BFA to delete the sale, offer the goods to potential third-party buyers and to indicate his name in the national and international bad payer list and to any operator or person that request it. The winning bidder who doesn't make the payment can no longer participate in any sale of BFA.

## **9. COLLECTION**

It is Bertolami Fine Arts LTD policy to request proof of identity on collection of a lot. Lots will be released to you or your authorized representative when full and cleared payment has been received by Bertolami Fine Arts LTD.

## **10. STORAGE**

Storage and handling charges may apply.

For information concerning post sale storage and charges, please contact our Customer office.

## **11. LOSS OR DAMAGE**

Buyers are reminded that Bertolami Fine Arts LTD accepts liability for loss or damage to lots for a maximum period of ten (10) days after the date of the auction.

## **12. SHIPPING**

Bertolami Fine Arts LTD Shipping Department can advise buyers on exporting and shipping property. You can contact the Customer service on the number that you see in our website. The entire shipment costs are to be paid for by the buyer. Additionally, a form to provide shipping instructions is attached to the buyer's invoice. Your shipper will include a quote for transit insurance. All shipments should be unpacked and checked on delivery and any discrepancies notified to the transit insurer or shipper immediately.

Prospective purchasers are advised that several countries prohibit the importation of property containing materials from endangered species, including but not limited to coral, ivory and tortoiseshell. Accordingly, prospective purchasers should familiarize themselves with relevant customs regulations prior to bidding if they intend to import this lot into another country.

## **13. THE SELLERS AND/OR BERTOLAMI FINE ARTS LTD' LIABILITY**

Besides the responsibilities and obligations of sellers and Bertolami Fine Arts LTD above, neither sellers nor Bertolami Fine Arts LTD shall be held responsible for any error in the description of the lots or in their estimates for the sale and for any omissions that may result in losses or damage to property or assets to the purchaser.

## **14. DATA PROTECTION – USE OF YOUR INFORMATION**

Were we to obtain any personal information about you, we would only use it in accordance with the terms of our Privacy Policy, subject to any additional specific consent you may have given at the time your information was disclosed.