

CONDITIONS OF SALE

Purchased lots will become available only after full payment has been made. The sale will be conducted in Euros. In addition to the hammer price, the buyer agrees to pay a buyer's premium along with any applicable value added tax.

From 1 to 150 000€ the buyer's premium is 25% + VAT amounting to 30% (all taxes included) and 23% of any amount in excess of 150 001€ over + VAT amounting to 27.6% (all taxes included). Books (25% + VAT amounting to 26,375%).

The buyers via the live platforms will pay, in addition to the bids and the buyers' fees an additional commission which will be entirely paid back to the platforms (see paragraph: Auctions via Drouot Digital or other live platforms).

NB:

- + Auction by order of the court further to a prescription of the court, buyers fees 14,40% VTA included.
- ° Lots on which the auction house or its partners have a financial interest
- * Lots which have been temporarily imported and are subject to a buyer's fee of 5.5% (20% for jewelry, motorcars, wines and spirits and multiples – F1 helmet) in addition to the hammer price and sale fees.
- ~ This lot contains animal materials. Import restrictions are to be expected and must be considered.

The legislator imposes strict rules for the commercial use of inert animal species. The international regulations of March 3, 1973 (CITES) requires for different annexes a correlation between the specimen and the documentation proving the origins to be lawful. This regulation transcribed in European Community law (Annexes A/B/C) in Rule 338/97 of 9/12/1996 permits commercial use of regulated specimens (CITES) upon presentation of documentation proving lawful origin; these documents for this variation are as follows:

- For Annex A: C/C provided outlining the specimen's history (for specimens of recent date)
- For Annex B: Bird specimens are either banded or equipped with transponders, and are accompanied by documents of licit origin. The auction's sale record must be conserved as it contains the complete history of every specimen.

All cases concerning specimens of recent date that are protected under the French Environmental Code and which were born and raised in captivity are permitted by the derogation clause AM of 14/07/2006. As such, they can be used commercially provided traceability between the specimen and the documentation proving licit origins. Other specimen cases dating prior to clause AM of 21/07/2015 can, due to this fact, be used commercially. Specimens dating before 1947 included in this auction sale benefit from clause 2M of the derogatory Rule 228/97 of 9/12/1996, permitting their use for trade. However, exporting them outside of the EU them requires a pre-CITES Convention agreement.

For huntable species of the European continent and elsewhere, commercial use is allowed under certain conditions. Domesticated species (D) included in this auction sale are free for trade. Old specimens from before the Convention (i.e. before 1975) comply with the conditions of the AM of 23/12/2011 and, as such, are free for trade.

The other specimens in this auction sale are not subject to NR regulations and are free for commercial use and trade. The auction record will substantiate their licit origin.

To leave the EU, with regards to the Annexes I/A, II/B et III/C, a CITES re-export document at the expense of the acquirer will be necessary.

GUARANTEES

In accordance with the law, the information given in the catalogue is the responsibility of SAS Claude AGUTTES and its expert, taking into account

the corrections announced at the time of the presentation of the item in the sale report.

Attributions were made according to scientific and artistic knowledge at the time of the auction.

The order of the catalog will be followed.

An exhibition prior to the sale permits buyers to establish the conditions of the works offered for sale. However in this period of pandemic the photos are worth exhibition, and no claims will be admitted once the award is pronounced. The reproductions in the catalog of works are as faithful as possible, a difference in color or tones is nevertheless possible. The dimensions are only given as an indication.

The text in French is the official text which will be retained in case of dispute. The descriptions in other languages and the indications of dimensions in inches are given only as an indication and cannot be at the origin of a complaint.

The state of conservation of the works is not specified in the catalog, the buyers are therefore obliged to ask for additional photos, videos and/or condition reports. No claim will be accepted concerning possible restorations or accidents once the auction has been pronounced.

The condition reports requested from SAS Claude Aguttes and the expert before the sale are given for information only. They do not engage their responsibilities and cannot be the cause of a legal claim. Under no circumstances do they replace the personal examination of the work by the buyer or his representative.

BIDS

The highest and final bidder will be the purchaser.

Should the auctioneer recognize two simultaneous bids on one lot, the lot will be put up for sale again and all those present in the saleroom may participate in this second opportunity to bid.

Important: Bidding is typically conducted in the auction house. However, we may graciously accept telephone bids from potential buyers who have made the request.

We bear no responsibility whatsoever in the case of uncompleted calls made too late and/or technical difficulties with the telephone. We also accept absentee bids submitted prior to the sale. Aguttes won't be held responsible in case of errors and omissions with the execution of the written bids. We reserve the right to accept or deny any requests for telephone or absentee bidding.

In carrying a bid, bidders assume their personal responsibility to pay the hammer price as well as all buyer's fees and taxes chargeable to the buyer. Unless a written agreement established with Claude AGUTTES SAS, prerequisite to the sale, mentioning that the bidder acts as a representative of a third party approved by Claude AGUTTES SAS, the bidder is deemed to act in his or her own name. We remind our sellers that bidding on their own items is forbidden.

Important: During the confinement period, sales are made behind closed doors with live transmission.

TELEPHONE BIDDING: We accept to receive telephone bids from a potential buyer who has come forward prior to the sale. We cannot be held liable in particular if the telephone connection is not established, is established late, or in the event of errors or omissions relating to the reception of bids by telephone.

ORDERS TO BUY: We accept the bidding orders that have been transmitted. We are not liable in particular in the event of an error or omission in the written order.

BIDS THROUGH DROUOT DIGITAL OR OTHER LIVE PLATFORM

Online auctions are available. These are carried out on the drouotonline.com website, which is a technical platform allowing remote participation in auctions by electronic means. It is necessary to register beforehand and to

ensure that the registration is validated. A bidding ceiling may be announced depending on the sales, it is advisable to deposit a deposit beforehand in order to bid freely during the sale. The buyer via this platform or any other platform proposed for live purchases is informed that the fees charged by these platforms will be at his expense. The buyer via the Drouot Digital platform (or any other platform proposed for live purchases) is informed that the fees charged by these platforms will be at his exclusive charge. As an indication, for Drouot digital, a commission of 1.80% including VAT (1.5% excluding VAT and VAT); for Live Interenchères, a commission of 3.6% including VAT; for Invaluable, a commission of 3% including VAT (2.4% excluding VAT and 0.60% VAT); for LiveAuctioneers, a commission of 5% including VAT (4% excluding VAT and 1% VAT). Aguttes may not be held responsible for the interruption of a Live service during a sale or for any other malfunction that may prevent a buyer from bidding via a technical platform offering the Live service. The interruption of a Live auction service during the course of a sale does not necessarily justify the auctioneer's stopping the auction.

COLLECTION OF PURCHASES

The lots not claimed on the day of the auction can be retrieved by appointment: please contact the person in charge.

For lots placed in warehouses, costs and expenses will be at the buyer's charge.

For lots stored at Aguttes – except specific conditions if mentioned (Mobilier & objets d'art & Design) – buyers are advised that the following storage costs will be charged:

- 15€ / day for lots < € 10,000, and 30€ / day for lots > € 10,000
- 3€ / day for any other lot < 1m³ & 5€ / day / m³ for the ones > 1m³.

Buyers are advised to collect successful lots by the carrier of their choice as soon as possible to avoid handling and storage costs which will be required before collection of purchase. In case of impossibility to remove the batches due to the current sanitary crisis, these deadlines will exceptionally be extended according to a specific agreement with the sales department concerned.

The auctioneer is not responsible for the storage of purchased lots. If payment is made by wire transfer, lots may not be withdrawn until the payment has been cleared, foreign cheques are not accepted.

From the moment the hammer falls, sold items will become the exclusive responsibility of the buyer. The buyer will be solely responsible for the insurance, L'Hôtel des Ventes de Neuilly assumes no liability for any damage to items which may occur after the hammer falls.

The purchased lots will be delivered to the buyer in person. Should the buyer wish to have his/her lot delivered to a third party the person must have a letter of authorization along with a photocopy of the identity card of the buyer.

Export formalities can take 4 months to process and are the buyer's responsibility. Please contact the Hôtel des ventes de Neuilly if you need more information concerning this particular matter.

PAYMENT

We recommend that buyers pay by credit card or electronic bank transfer. In compliance with Article L.321-14 of French commercial law, a property

sold at auction can be delivered to the buyer only once the auction firm has received payment or complete guarantee of payment.

Legally accepted means of payment include:

- Cash (article L.112-6, L.112-8 and Article Article L.112-8 paragraph 2 of the Monetary and Financial Code)
 - max. 1 000€
 - max. 15 000€ for private individuals who have their tax domicile abroad (upon presentation of a valid passport)
- Payment on line (max 10 000€): <http://www.aguttes.com/paiement/index.jsp>
- Electronic bank transfer
 - The exact amount of the invoice from the buyer's account and indicating the invoice number. (Note: Bank charges are the buyer's responsibility.)

Banque de Neuflize, 3 avenue Hoche 75008
Titulaire du compte : Claude AGUTTES SAS
Code Banque 30788 – Code guichet 00900
N° compte 02058690002 – Clé RIB 23
IBAN FR76 3078 8009 0002 0586 9000 223
BIC NSMBFRPPXXX

- Credit cards: bank fees, which usually range from 1 to 2 %, are the buyer's responsibility
- American Express: 2.95%^{TTC} commission will be charged.
- Distance payments and multi-payments for one lot with the same card are not allowed
- Cheques (if no other means of payment is possible)
 - Upon presentation of two pieces of identification
 - Important: Delivery is possible after 20 days.
 - Cheques will be deposited immediately. No delays will be accepted
 - Payment with foreign cheques will not be accepted

PAYMENT DEFAULT

Settlements are cash.

In the event of late payment on winning bids SAS CLAUDE AGUTTES will claim the legal rate of interest, plus five percent. A minimum fee of €500 will also be due for any other costs incurred by reason of default, including the following in the case of resale on false bidding:

- The difference between the price at which the lot was auctioned and the price obtained at its resale;
- The costs incurred by new auctioning.

LAW AND JURISDICTION

In accordance with the law, it is added that all actions in public liability instituted on the occasion of valuation and of voluntary and court-ordered auction sales are barred at the end of five years from the hammer price or valuation. These Conditions of purchase are governed by French law exclusively. Any dispute relating to their existence, their validity and their binding effect on any bidder or buyer shall be submitted to the exclusive jurisdiction of the Courts of France.

If a customer feels that he or she has not received a satisfactory response, he or she is advised to contact the head of the relevant department directly, as a matter of priority. In the absence of a response within the specified time limit, the customer may then contact customer service at serviceclients@aguttes.com, which is attached to the Quality Department of SVV Aguttes.

