HARMERS
OF LONDON
ESTABLISHED 1918

NAME

BUSINESS NAME

BILLING ADDRESS TOWN

POST CODE EMAIL PHONE

VAT NUMBER

By submitting this form, I agree to take part in the auction and I undertake to pay the purchase price in compliance with Harmers General Conditions of Sale and Special Notices, whether my commission or telephone bids were successful. I attach a copy of my identity card and social security number. I understand that the minimum bid is of 25£ and that the hammer price will be increased of commission bids and other eventual expenses (Conditions of sale paragraphs 6). I'm aware that the shipping costs will be charged to the buyer.
I hereby declare to have read and accepted the Conditions of sale and important notices available on the catalogue and online.

-
We kindly suggest to send this form at least 24 hours before the beginning of the auction via mail to enquiries@harmers.com or via fax to +44 (0)20 3409 1238. Harmers won't be responsible in case of nonparticipation if the form arrives later than that.

ABSENTEE BID FORM

Lot number and title	Maximum bid (excluding buyer's premium)

By submitting this form I ask and authorize Harmers to buy the above mentioned lots up to the offer indicated in the table.

TELEPHONE BID FORM

Lot number and title	Maximum bid excluding buyer's premium if I am unreachable

By submit ting this form I ask and authorize Harmers to call me during the auction to participate by phone for the above mentioned lots. I commit to buy at the starting price each lot for which I requested to be contacted. Moreover, in case I will be unreachable, I authorize Harmers to buy the above lots up to the price written in the 2°column (optional) and, if not written, at the starting price. Harmers doesn't accept requests for phone participation for lots which the low estimate is lower than £ 500. Harmers won't be considered responsible for non-participation to the auction for technical problems or any other inconveniences. The undersigned authorizes the registration, by any means, by Harmers of London Limited or his representatives of the bids made through phonecalls in order to improve the quality of the service and to ensure a subsequent check of the content and value of the offer.

Consent to the processing of personal information - articles 13 and 14 of Regulation (EU) n. 2016/679 (hereafter the "Regulations") The personal information provided will be processed for the sole purpose of authorising participation in Harmers of London Limited auctions and the mailing of the relative catalogues. Such information will not be disclosed or transmitted to third parties for any uses other than those mentioned above. One may request at any time, if the legal requirements are met and in accordance with the procedures provided for by the Regulations, the cancellation, transformation into anonymous form or the suspension of data processed in violation of the law, as well as the updating, correction or, if desired, the integration of data, and communicate the objection, for legitimate reasons related to the processing itself, and to request the limitation of data processing and the right to data portability to the Data Controller: Harmers of London Limited, with registered office at 60 St. James's Street London SW1A 1LE – UK. Consent is mandatory in order to participate in Harmers auctions.

DATE SIGNED FOR ACCEPTANCE

BUYER'S TERMS AND CONDITIONS (the Terms)

1 INTRODUCTION

1.1 these Terms govern the sale of any type of goods or collectables (**Goods**) by Harmers of London Auctions Limited (company number 11561504) (**Harmers**). Harmers acts as agent for the seller of the Goods (**Seller**) and has been authorised by the Seller to sell the Goods on its behalf. The Goods are sold by public auction, private treaty sale, through *www.harmers.com*, or by any other means of Harmers.

Please read these Terms carefully. Registering for an auction or otherwise purchasing the Goods from Harmers will constitute the acceptance of these Terms by the buyer of the Goods (**Buyer**).

Harmers contact details: Telephone +44 (0)20 3409 1238. Email enquiries@harmers.com.

2 PRECEDENCE

2.1 Harmers will update these Terms from time to time on its website *www.harmers.com*. If there is any discrepancy between the text of these Terms in an auction catalogue and the Terms published at *www.harmers.com*, the online version of the Terms will take precedence.

3 RIGHT OF INSPECTION

3.1 prospective buyers are able to examine the Goods to be auctioned during the times publicised by Harmers. The Goods may only be handled with the assistance of Harmers' staff and are handled at the prospective buyer's own risk.

4 BEFORE THE AUCTION

4.1 prospective Buyers are required to pre-register with Harmers before bidding at auction and provide any requested proof of identity documents, or billing information. Registration can be done during any pre-auction viewing days, where applicable. Prospective Buyers can also register for an auction online at *www.harmers.com*. Harmers reserves the right to ask prospective Buyers for information for identification purposes or regarding bank references as part of the registration process. If you are bidding at a live auction in person you will receive a numbered bidding paddle before the start of the auction. If you are bidding on a live auction online you will be able to place bids as if you are in the auction saleroom through the online saleroom's interface.

5 BIDDING IN THE AUCTION

5.1 **General** – bidders acting on behalf of another person must present, to Harmers' satisfaction, information showing that the bidder is authorised to act on behalf of that other person. This information must either be presented to Harmers at the auction or be presented in writing to Harmers at least 24 hours prior to the auction. Harmers reserves the right to refuse agents or brokers of third parties to participate in an auction if Harmers, at its sole discretion, is not satisfied with the information presented. Harmers or the auctioneer may at their discretion refuse any bid or refuse any bidder entry to the auction saleroom or online saleroom. Any bidding paddles must be returned to the auction registration desk at the end of the auction and Harmers will not accept any complaint or claim for the loss or theft of the bidding paddle. A bidder accessing the Harmers website (*www.harmers.com*) and bidding on an auction is agreeing to the website's terms and conditions and should ensure familiarity with these terms and conditions prior to placing a bid online.

5.2 **Placing bids** – by placing a bid the prospective Buyer is placing an irrevocable and binding offer to purchase the lot of Goods at the hammer price plus the applicable buyer's premium fee as described in clause 6.8 (**Buyer's Premium**). At a live auction, a bidding paddle must be used to indicate bids to the auctioneer, and the bidding software must be used to indicate bids to the auctioneer when bidding online. Harmers have the right to refuse any bid at its sole discretion. In the event of any doubts regarding the hammer price or the successful bidder, auction participants should attract the auctioneer's attention immediately. In the event that two (or more) identical bids are received, the first bid received will take priority. Harmers does not accept bids for lots other than the lots listed in the auction catalogue.

5.3 **Pricing** - Harmers does not accept bids below the reserve price. Lots will open at the bid indicated as the starting price, except when a higher offer has been received prior to the opening of the auction, in which case the lot will open at that offer amount. Bidding increments will be regulated at the discretion of the auctioneer. The auctioneer reserves the right to withdraw, add, combine or divide lots, at their discretion.

5.4 **Winning bids** – the auction ends when the hammer falls, accepting the highest bid for the lot of Goods in the auction, and a contract for purchase of the applicable Goods is formed between the Buyer and the Seller. Harmers shall issue an invoice for a sold lot of Goods to the name and address registered to the winning bidder. The invoice cannot be transferred to another name or address. Harmers reserve the right to require bidders to pay a deposit to guarantee the payment of the sale price and auction commission. Harmers reserve the right to cancel the award of a lot in the event of any third-party dispute regarding the title of any Goods in a lot.

5.5 **Verifying bids** – where the prospective Buyer is placing a bid online, via telephone or by sealed bid, they must contact Harmers at the end of the auction to verify whether their bid was successful. Notwithstanding whether such verification is made, Harmers will issue an invoice to the winning bidder for the sold lot(s) of Goods under clause 5.4. Harmers accepts no liability to: (i) any prospective Buyers for any negligence or error in completing a sealed; or (ii) prospective Buyers participating in the auction by telephone and/or online in the event of any electronic, computer or internet failure, or failure of the online bidding software.

6 PAYMENT AND COLLECTION

6.1 Buyers bidding in the auction saleroom at the time of the auction must make payment immediately after the auction has ended.

6.2 Buyers participating by absentee bids, telephone bids, or online must make payment within seven (7) calendar days from receipt of invoice from Harmers.

6.3 Title to the Goods will pass from the Seller to the Buyer upon payment in full of the hammer or sale price (including any VAT), the Buyer's Premium and any other related charges.

6.4 Payments can be made in cash, by bank transfer, cheque or banker's draft, or by debit or credit card (Harmers accepts American Express, MasterCard and Visa). If payment is made by American Express credit card or PayPal, a surcharge of 3.50% will be added to the hammer price or sale price of the lot. Payment will not be accepted from anyone other than the Buyer.

6.5 If a Buyer fails to make a payment due under these Terms by the due date then Harmers may charge interest on the overdue sum from the due date until payment at the rate of 5% per annum above the base rate of Barclays Bank Plc. Such interest shall accrue on a daily basis from the due date until the actual payment of the overdue amount.

6.6 If a prospective Buyer wishes to agree extended payment terms with Harmers, it must do this before the beginning of the auction.

6.7 In the event of continued non-payment of the sale price and/or Buyer's Premium by the Buyer for 30 days from the date of the invoice for sale, then Harmers may cancel the sales contract for the applicable Goods without any liability to the Buyer and any payment instalments made by the Buyer may be retained by Harmers.

6.8 For the sale of lots with the VAT margin scheme, all sold Goods are subject to a Buyer's Premium on the following sliding scale:

<u>Numismatic and philatelic auctions and sales</u>

(a) 20% on the hammer or sale price + VAT;

<u>Other auctions and sales</u>

(a) 25% on the portion of the hammer or sale price up to £100,000 (including VAT);

(b) 22.5% on the portion of the hammer or sale price between £100,001 and £250,000 (including VAT);

(c) 20% on the portion of the hammer or sale price between £250,001 and £500,000 (including VAT); and

(d) 18% on the portion of the hammer price or sale price above £500,001 (including VAT).

No particular symbol will be used to identify the lots sold in the margin scheme.

6.9 For the sale of lots with standard VAT, all sold Goods are subject to a Buyer's Premium on the following sliding scale according to the shipping destination of the lots:

<u>If goods remain within the EU:</u>

(a) Buyer's premium rate for VAT exempt buyers: 18% (all categories).

(b) Buyer's premium rate for VAT payers: the same as those applied for the VAT margin scheme.

VAT will be added at the following rate:

(c) VAT on the hammer price payable at 20% for lots marked with (†) and at 5% for lots marked with (*)
(d) VAT on buyer's premium payable at 20%.
If the lot is being exported outside of the EU, VAT will not be included on the invoice.

6.10 If the Buyer otherwise wishes to request a waiver or refund of the VAT paid, they should contact Harmers using the contact details above.

6.11 Goods will be held by Harmers, at Harmers' risk, from the fall of the hammer until the Buyer has completed loading the Goods at the point of collection when risk shall transfer to the Buyer. Harmers can ship the Goods by registered mail at the expense of the Buyer with risk in the Goods transferring from Harmers to the Buyer at the point that the shipment is despatched by Harmers. The Buyer will only be permitted to collect the Goods, and Harmers will only ship the Goods, following the payment in full of the hammer price or sale price (including VAT), the Buyer's Premium and any shipping and/or storage costs of Harmers, if applicable. Any packaging or handling of the Goods by Harmers may be provided by Harmers as a courtesy. Notwithstanding the foregoing, Harmers will not be liable for damage to frames and/or the glass of framed items, during packing for shipment or collection.

6.12 Harmers may charge the Buyer an amount equal to 1% of the sale price (including VAT) of the applicable Goods for each month of delayed collection of the Goods. This charge is inclusive of VAT.

6.13 Harmers shall maintain in force insurance against the loss, damage or destruction of the Goods whilst being held by Harmers to the selling price.

6.14 The symbol Ⓣ after the starting price indicates its Temporary import status within UK. Lots purchased under the Temporary import regime cannot be collected immediately by the buyer, who must wait the closing of the Temporary import procedure directly managed by the auction house. Import taxes (Customs duties) will be added to the hammer price and will be payable by the buyer if resident in the UK. If the lot is being exported outside the UK, these import taxes can be waived or refunded on proof of export.

7 CUSTOMS AND EXPORT

7.1 the Buyer is responsible for paying any customs and export costs, or other costs due under any Applicable Law, including the Artist's Resale Right (Amendment) Regulations 2011, and for obtaining any export or import licences in relation to the export of the Goods. Harmers accepts no liability for any costs or losses to the Buyer as a result of any Applicable Law, including any customs or export costs, and the Buyer should ensure familiarity with any customs and export restrictions prior to bidding on any Goods.

8 SALE OF GOODS AT PUBLIC AUCTION

8.1 Any illustrations, descriptions, values and estimates of any antique or second-hand Goods contained in the catalogues or other illustrative materials are provided only as a guide to the Buyer. Any illustrations, descriptions, values or estimates of these Goods are made to the best of Harmers' knowledge but should not be relied on as statement of fact. Prospective Buyers bidding online or by telephone should take the opportunity to inspect the lot of Goods prior to the auction to satisfy themselves as to its condition. Public auction lots of second-hand Goods are sold as seen with all faults, imperfections and errors of description, as applicable. Harmers nor the Seller shall give any warranty to a Buyer in respect of any lot or be liable for any fault, imperfection or error of description of any lot.

8.2 Notwithstanding clause 8.1 any Goods which prove to be a Forgery (as defined below) may be returned to Harmers within 30 days of the auction provided it is in the same condition as when bought, and is accompanied by a written statement detailing the reason for return. Harmers may request a report from an expert in the applicable area (who is acceptable to Harmers and the Buyer), at the Buyer's cost. If Harmers are satisfied that the Goods are a deliberate forgery the Buyer shall be refunded the money paid for the Goods including any VAT and/or Buyer's Premium provided that the description of the Goods in the catalogue reflected the view of experts as of the date of sale. Please note that if the Buyer is not able to transfer Goods and marketable title in the Goods to Harmers, the Buyer cannot receive any refund under this clause 8.2.

8.3 For the purposes of clause 8.2 **Forgery** means a non-genuine version of goods or collectibles made with the intention of inducing another to accept it as genuine, which is clearly described in the auction catalogue as being genuine and which at the date of sale had a value less than the equivalent value of the genuine goods or collectibles.

9 EXPERT REPORTS

9.1 Harmers may at its discretion issue expert/condition reports when requested by a buyer, or otherwise, to supplement the description of any Goods in a catalogue, or elsewhere. Such reports are for guidance only.

10 NO LIABILITY

10.1 Nothing in this Agreement shall limit or exclude Harmers' liability for: (a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be legally limited or excluded by any Applicable Laws.

10.2 Harmers is not liable for any business losses. Harmers has no liability to a Buyer for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.3 Harmers is not responsible for any loss or damage where it is not obvious that the loss or damage will happen.

10.4 Harmers is not liable for any losses, or any failure or delay in the performance of its obligations under this Agreement, due to any actions beyond its control including, but not limited to, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, loss or malfunctions or utilities, communications or computer (software and hardware) services.

11 DATA PROTECTION

11.1 Harmers will gather and process the Buyer's personal data in accordance with its privacy policy.

12 POST-AUCTION SALES

12.1 In the ninety days following the auction date, Harmers offers the chance to purchase unsold Goods online in the "Buy Now" section of *www.harmers.com*, where it is possible to make offers for the unsold Goods. The Buyer's Premium and any applicable VAT will be added to any accepted price for such Goods. Harmers reserves the right to refuse any offer received for the unsold Goods.

12.2 Where the Seller is a business, consumers buying Goods at a fixed price on *www.harmers.com* using the Harmers "Buy Now" service, have the right to cancel a purchase in the 14 day period from the date when the Goods are received from Harmers. Consumers looking to cancel in this way should inform Harmers using the contact details above and return the Goods to Harmers within 14 days. Consumers must pay the costs of returning the Goods, and Harmers may make deductions to the amount refunded due to any damage to the Goods caused by the Consumer's (or its agent's) handling of the applicable Goods.

12.3 Please note that Buyers of Goods at public auction (including Buyers participating online, telephone or by sealed bid) do not have a right to cancel a purchase.

13 GENERAL TERMS

13.1 **Nobody else has any rights under these Terms.** These Terms are between Harmers and the Buyer. No other person shall have any rights to enforce these Terms.

13.2 **These Terms can only be varied by written agreement between Harmers and the Buyer.** No variation of these Terms is effective unless in writing and signed by the parties or their authorised representatives.

13.3 **If a court finds part of these Terms illegal, the rest will continue in force.** Each clause of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

13.4 **Which laws apply to these Terms, and where the Buyer may bring legal proceedings.** These Terms are governed by English law and the Buyer can bring legal proceedings in respect of these Terms in the English courts. If the Buyer lives in Scotland, they can bring legal proceedings in respect of these Terms in either the Scottish or the English courts. If the Buyer lives in Northern Ireland, they can bring legal proceedings in respect of these Terms in either the Northern Irish or the English courts.

13.5 **Applicable Law** - In these Terms "**Applicable Law**" shall mean all applicable laws, statutes, regulations from time to time in force in the territory where the Goods are being auctioned and/or sold.