

IV- DROIT DE PRÉEMPTION

L'État français peut exercer sur toute vente publique ou de gré à gré de biens culturels un droit de préemption. L'État dispose d'un délai de 15 jours à compter de la vente publique pour confirmer l'exercice de son droit de préemption et se subroger à l'acheteur.

V- EXPORTATION

Les formalités d'exportations (demandes de certificat pour un bien culturel, licence d'exportation) des lots assujettis sont du ressort de l'acquéreur et peuvent requérir un délai de 4 mois. AGUTTES est à la disposition de ses acheteurs pour les orienter dans ces démarches ou pour transmettre les demandes au Service des Musées de France. AGUTTES ne pourra être tenu responsable des délais. AGUTTES ne sera en aucun cas responsable du refus ou d'un retard de la décision administrative. Le refus de délivrance d'un certificat ou d'une licence ne pourra en aucun cas justifier ni une absence ou retard de paiement par l'acheteur ni une annulation de la vente.

VI- LOI APPLICABLE ET TRIBUNAL COMPÉTENT

Les actions en responsabilité civile engagées à l'occasion des prisées et des ventes volontaires et judiciaires de meuble aux enchères publiques se prescrivent par cinq ans à compter de l'adjudication ou de la prisée.

La loi française seule régit les CGV. Toute contestation relative à leur existence, leur validité, leur exécution et leur opposabilité à tout enchérisseur ayant la qualité de commerçant sera tranchée par le Tribunal de Commerce de Nanterre (France).

Dans l'hypothèse où l'enchérisseur ou l'acquéreur ne serait pas commerçant, cette contestation sera tranchée par le Tribunal compétent en application des dispositions légales.

Le commissaire du Gouvernement auprès du Conseil des ventes volontaires de meubles aux enchères publiques peut être saisi par écrit de toute difficulté en vue de parvenir, le cas échéant à une solution amiable.

VII- DONNÉES PERSONNELLES

Les enchérisseurs sont informés qu'AGUTTES est susceptible de collecter et traiter les données les concernant conformément au Règlement Général sur la Protection des données n°2016/679 du 27 avril 2016 (RGPD) et à la loi « Informatique et Libertés » n°78-17 du 6 janvier 1978 modifiée par la loi n° 2018-493 du 20 juin 2018 relative à la protection des données à caractère personnel.

Les données sont collectées aux fins de gestion de leurs relations contractuelles ou précontractuelles (enregistrement à la vente, facturation, comptabilité, règlements, communication...). Ces données sont constituées d'informations telles que : noms, prénoms, adresse postale, adresse électronique, numéro de téléphone, coordonnées bancaires.

Les enchérisseurs sont informés qu'ils disposent d'un droit d'accès, de rectification, d'effacement, à la portabilité, d'opposition et de limitation à l'égard de ces données auprès d'AGUTTES. Les demandes doivent être exercées par écrit à l'adresse : communication@aguttes.com. Toute réclamation sur la législation applicable en matière de protection des données peut être portée devant la CNIL : www.cnil.fr.

VIII- PROPRIÉTÉ INTELLECTUELLE

AGUTTES est propriétaire de tout droit de reproduction sur son catalogue. Toute reproduction de celui-ci est interdite et constitue une contrefaçon. La vente d'un lot n'implique en aucun cas cession des droits de propriété intellectuelle éventuellement applicables (représentation et/ou reproduction) sur l'œuvre.

IX- CONDITIONS PARTICULIÈRES

1- Frais de stockage

Le stockage des biens objets d'une adjudication dans le cadre d'une vente aux enchères ou d'une vente de gré à gré qui ne seraient pas enlevés par l'acheteur à l'expiration d'un délai de 15 jours suivant la vente (jour de vente inclus), sera facturé comme suit :

- Bijoux et/ou articles d'horlogerie d'une valeur < 10.000 € = 15 €/jour de stockage
- Bijoux et/ou articles d'horlogerie d'une valeur > 10.001 € = 30 €/jour de stockage
- Autres lots < 1m³ = 3 €/jour
- Autres lots > 1m³ = 5 €/jour.

2- Objets mécaniques et électriques

Les objets mécaniques ou électriques proposés à la vente par AGUTTES sont exclusivement proposés à titre décoratifs. En tant que biens d'occasion, AGUTTES ne certifie en aucun cas leur état de fonctionnement. Nous recommandons aux acheteurs de venir voir les lots lors des expositions publiques avec un expert en la matière, et de faire vérifier le mécanisme électrique ou mécanique par un professionnel avant toute mise en marche.

3- Montres et horloges

Les articles d'horlogerie que nous vendons sont tous des biens d'occasion, ayant pour la plupart subi des réparations engendrant le remplacement de certaines pièces qui peuvent alors ne pas être d'origine. AGUTTES ne donne aucune garantie sur l'authenticité et le caractère original des composants d'un article d'horlogerie.

Les horloges peuvent être vendues sans pendules, poids ou clés et sauf mention expresse contraire, leur présence n'est pas garantie. Les bracelets de montres peuvent ne pas être d'origine et ne pas être authentiques.

Les montres de collection nécessitent un entretien général et régulier : des réparations ou révisions peuvent s'avérer nécessaires et sont à la charge de l'acheteur, AGUTTES ne donnant aucune garantie sur son bon état de marche. AGUTTES recommande aux acheteurs de faire vérifier les montres par un horloger compétent avant chaque utilisation.

Il revient aux acheteurs potentiels de s'assurer personnellement de la condition de l'objet.

4- Mobilier

Sans mention expresse indiquée dans le descriptif du lot, la présence de clés n'est aucunement garantie.

5- Espèces végétales et animales protégées

Les objets composés partiellement ou entièrement de matériaux provenant d'espèces de flore et de faune en voie d'extinction et/ou protégées sont marqués par le symbole ~ dans le catalogue. Le législateur impose de règles strictes pour l'utilisation commerciale de ces matériaux, en particulier en ce qui concerne le commerce de l'ivoire.

Les acheteurs sont informés que l'importation de tout bien composé de ces matériaux est interdite par de nombreux pays, ou bien exigent un permis ou un certificat délivré par les autorités compétentes des pays d'exportation et d'importation des biens. Les acheteurs sont entièrement responsables du bon respect des normes réglementaires et législatives applicables à l'exportation ou l'importation des biens composés partiellement ou totalement de matériaux provenant d'espèces en voie d'extinction et/ou protégées. AGUTTES ne sera en aucun cas responsable de l'impossibilité d'exporter ou d'importer un tel bien, et cela ne pourra être retenu pour justifier une demande de résolution ou d'annulation de la vente.

Si un client estime ne pas avoir reçu de réponse satisfaisante, il lui est conseillé de contacter directement, et en priorité, le responsable du département concerné. En l'absence de réponse dans le délai prévu, il peut alors solliciter le service clients à l'adresse serviceclients@aguttes.com, ce service est rattaché à la Direction Qualité de la SVV Aguttes.

CONDITIONS OF SALE

SAS AGUTTES ("**AGUTTES**") is an operator of voluntary public auctions, declared to the Voluntary Sales Board and governed by Articles L.321-4 et seq. of the French Commercial Code. In this capacity AGUTTES acts as agent of the seller who contracts with the auction winner.

*These General Terms and Conditions of Sale ("**GTC**") govern the relationship between AGUTTES and bidders for public auctions and negotiated sales organised by AGUTTES.*

AGUTTES may modify the GTC in writing and/or orally prior to the sale.

I- THE PROPERTY OFFERED FOR SALE

Description of lots: *The indications given in the catalogue are the responsibility of AGUTTES and its expert, subject to the provisions mentioned below. **Only indications in French are binding on AGUTTES to the exclusion of translations, which are free.** They may be modified or corrected until the time of the sale in writing or orally. These modifications shall be recorded in the report of the sale, which shall have probative force.*

No other guarantee is given by AGUTTES, it being recalled that only the seller shall be bound by the guarantee against hidden defects and the legal guarantee of conformity. A certificate of authenticity of the lot will only be available if mentioned in the description of the lot.

The dimensions, weights and other information of the lots are given as an indication with a reasonable margin of error.

Restorations carried out as a precautionary measure, not altering the age and style characteristics, and not making any change to the specific nature of the lot, will not be mentioned in the description.

The absence of any indication of restoration, accident or incident in the catalogue or condition reports shall in no way imply that the lot is free from any defect present, past or repaired. Conversely, the mention of any defect does not imply the absence of other defects.

The particular information in the catalogue has the following meanings:

+ Lots forming part of a court-ordered sale following an order of the Court of Justice, fees and expenses: 14.40% incl. tax;

° Lots, in which AGUTTES or one of its partners has financial interests;

* Temporary import lots: subject to a fee of 5.5% fee for works of art, collectibles and antiques (20% for wines and spirits, jewelry and multiples),), to be borne by the buyer in addition to the selling costs and the auction price, unless the buyer is outside the EU;

¤ Goods sold under the general VAT regime (for the total);

Lots visible only by appointment;

~ Lots made from materials from animal species. Import restrictions are to be provided for.

Condition of lots: *The lots are sold in the condition in which they are found at the time of sale with their imperfections and defects. Since lots are second-hand goods, no guarantee can be given on the condition thereof.*

References to the condition of a lot in a catalogue or condition report may not be considered as an exhaustive description of the condition of said lot. Descriptions may not under any circumstances replace the personal examination of the lot as indicated below. Condition reports will be sent upon request and for information purposes.

Lot exposure: *Potential bidders are required to personally examine the lots at a private meeting prior to sale in order to check the condition of the lot. Buyers are advised to be accompanied by an expert in the field concerned by the sale.*

Reproduction of lots: *Not all defects and imperfections of the batches are visible on the photographs of the batches reproduced in the catalogues, online or on any communication medium. Photographs may not give a fully faithful image of the actual condition of a lot and may differ from what a direct observer will receive (size, colour, etc.).*

Estimates: *The estimates are based on the state of technical knowledge on the day of the estimate, the quality of the lot, its origin, condition and the market price on the day of the estimate. They are provided for information purposes only and cannot be considered as a guarantee that the lot will be sold at the estimated price.*

II- THE SALE

Registration for sale: *Important: the normal and priority method to bid is to be present in the sales room. As a service, other modes are possible that require prior registration:*

-By telephone: AGUTTES accepts, free of charge, to receive bids by telephone only for bidders who reported before 6 p.m., on the last business day before the sale. The potential bidder must have received a prior confirmation email from AGUTTES to be called.

-By purchase order: Any person previously registered and wishing to bid will have the option to request the registration of purchase orders from AGUTTES on their behalf. The order must have been communicated in writing before 6 p.m. on the last business day before the sale, and the bidder must have received a confirmation email from AGUTTES to be called. No unlimited order will be accepted. If AGUTTES receives multiple purchase orders for identical auction amounts, the oldest order will be selected.

-Online via Live platforms: The possibility of online auctions is offered on platforms allowing remote participation in auctions electronically, upon prior registration. The purchaser via the Live platforms is informed that the fees charged by these platforms will be borne exclusively by it.

Participation in the auction by telephone, internet or order is carried out at the risk and peril of the bidder, AGUTTES cannot be held liable in the event of non-participation of the auction bidder for any reason whatsoever, particularly in the event of malfunction or failure to perform (no response from the bidder, error, interruption or omission in the reception of bids). Any malfunction or interruption of the telephone or live service will not prevent the auctioneer from continuing the auction, at his discretion.

Procedure for identifying bidders: AGUTTES reserves the right to ask any potential bidder to prove its identity and for a legal entity, a Kbis extract less than three months old, it being specified that only the legal representative of the company or any duly authorised person may bid for and its bank details. In the event of non-compliance with the identification procedures, AGUTTES reserves the right to refuse its registration for the auction. All lots sold will be invoiced in the name and address of the client. No subsequent modification may be made. The bidder is deemed to act in its own name and will be solely responsible for the auction brought unless it is informed beforehand of its capacity as agent under the conditions indicated below.

Any false indication shall incur the liability of the auction winner.

Mandate by a third party: *The bidder with a mandate must inform AGUTTES during the identification and registration procedure and produce a copy of the mandate and any other documents requested by AGUTTES. In such a case, the bidder and the principal shall be jointly and severally liable.*

Sales management: *The auctioneer manages the sale on a discretionary basis, ensuring the freedom and equality between all bidders, while respecting the practices established by the profession. The auctioneer ensures the police of the sale, which allows him to refuse bids or to withdraw a lot without having to justify it.*

Awarding: *The highest and the last bidder will be the auction winner, with all accepted means combined (order, internet, telephone, on-site, etc.). The awarding is evidenced by the pronouncement of the word "Sold", which forms the sale agreement between the seller and the auction winner.*

Each lot is identified with a number corresponding to the number assigned to it in the sales catalogue.

It is forbidden for sellers to bid directly on the lots belonging to them.

In the event of a simultaneous "double-auction" recognised by the auctioneer, the lot will be put back for sale, with all bidders present being able to participate in this second auction.

Withdrawal: Each auction and bid is final and is binding on the auction winner, it being recalled that the auction winner may not withdraw either in the room, by telephone, online or on a purchase order.

Transfer of risk and ownership: The transfer of ownership and risks between the seller and the auction winner takes place by the word "sold" by AGUTTES. AGUTTES disclaims all liability for losses and damages that the lots may suffer from the date of the award, with the auction winner having to insure the lots acquired as soon as the award is awarded.

III- COMPLETION OF THE SALE

Sale commission: In addition to the auction price, the auction winner shall pay the buyer's fees, per lot, calculated as follows:

- **25%** excl. tax + VAT at the rate in force, i.e. **30% including tax on the first €150,000**
- **23 %** excl. tax + VAT at the rate in force, i.e. **27,6 % including tax for amounts over € 150,001.**

Exception: For books only benefiting from a reduced VAT rate: 25% before tax, i.e. 26.37% including VAT.

In addition to the auction price and the buyer's fees, the auction winner must pay all taxes and duties including VAT as well as any file, handling, and storage costs.

Payment of the sums due must be made **"in cash"** by the auction winner, as soon as the award is made. Payment is made in euros. Any bank commissions will not be deducted from the amounts due.

VAT: The VAT rate is 20% (or 5.5% for books). In principle, unmarked lots will be sold under the VAT on gross margin system. The purchase commission and additionnal costs will be increased by an amount in lieu of VAT, which will not be separately mentioned in our slips.

By way of exception, and at the request of the seller, the general VAT system may be applied for goods offered for sale by an EU professional at its request. These goods will be marked by the **ø** sign.

Possible VAT refunds:

- 1-** The professional of the European Union, (i) with an intra-Community VAT number and (ii) providing proof of the export of lots from France to another Member State;
- 2-** Non-residents of the European Union on the supply of (i) a customs export document, on which AGUTTES appears as sender (ii) when the export occurs within three months of the auction date or the date of obtaining the export permit.

Payment terms: Legal means of payment accepted by AGUTTES' accounts (payments by credit card or wire transfer being strongly recommended):

- **Credit card:** bank charges, which usually vary between 1 and 2%, are not borne by the firm;
- **American Express card:** a commission of 2.95% including tax will be collected for all payments. Remote card payments and split payments in several instalments for the same lot with the same card are not allowed;
- **Online payment** up to €10,000 to <https://www.aguttes.com/paiement/index.jsp> ;
- **Bank transfer:** from the buyer's account and indicating the invoice number:

IBAN FR76 3006 6109 1300 0203 7410 222
BIC CMCIFRPP
Account holder AGUTTES
Direct debit CIC PARIS ETOILE ENTREPRISES
178 RUE DE COURCELLES - 75017 PARIS

- **Cash:** Articles L.112-6 and D.112-3 of the French Monetary and Financial Code: (i) Up to €1,000 for French tax residents or persons acting for the purposes of a professional activity; (ii) Up to €15,000 for individuals who have their tax domicile abroad (upon presentation of passports and proof of address);
- **Cheque** (as a last resort): Upon presentation of two identity documents. No time limit for cashing is accepted in the event of payment by cheque. Issuance will only be possible twenty days after payment. Foreign cheques are not accepted.

Defaulting auction winner: In the absence of cash payment by the buyer, the property may be put back for sale upon reiteration of the auctions at the request of the seller in accordance with the procedure of Article L.32114 of the French Commercial Code. If the seller does not make this request within three months of the auction, the sale shall be automatically terminated.

- In all cases, the defaulting buyer, due to its failure to pay, shall pay to AGUTTES:
- All costs and incidentals incurred by AGUTTES relating to the collection of unpaid invoices (including legal fees);
 - Late payment penalties calculated by applying interest rates at the European Central Bank (ECB) semi-annual key rate (refinancing rate or Refi) in force plus five points on all sums due;
 - Damages to compensate for the loss suffered by AGUTTES (purchase costs, fees and commissions, VAT, storage, etc.).

AGUTTES reserves the right to:

- Communicate the name and contact details of the defaulting buyer to the seller in order to enable the latter to assert its rights;
- Exercise or have exercised all the rights and remedies, in particular the right of retention, over any property of the defaulting buyer, of which AGUTTES has custody;
- Prohibit the defaulting auction winner from bidding in the next sales organised by AGUTTES or from making the possibility of tendering there subject to the payment of a prior provision;
- Proceed to the registration of the defaulting bidder on a file of bad payers shared between the different member auction houses.

AGUTTES is indeed a member of the Central Register of prevention of the unpaid of the auctioneers with which the incidents of payment are likely to be registered.

The rights of access, rectification and opposition for legitimate reasons are to be exercised by the debtor concerned at Symev 15 rue Freycinet 75016 Paris.

Lot collection and storage: A lot awarded may only be delivered to the buyer after full payment of the purchase slip, collected in the AGUTTES bank account.

The lots will be delivered to the purchaser in person after presentation of any document proving his identity or to the third party appointed by him and to whom he has entrusted an original power of attorney and a copy of his identity document. The lot is collected at the auction winner's expense and risks only.

Lots that have not been collected the same day after the end of the sale will be collected by appointment by the byer with the person mentioned for this purpose on the contact page at the beginning of the catalog. The place of delivery will be indicated in the email accompanying the invoice.

The applicable storage fees are mentioned in the "Special Terms and Conditions" below.

Resale of paid and non-collected lots: In the event that one or more lots awarded and paid for in the course of an auction have still not been collected by the buyer within the deadlines agreed upon the "Special Terms and Conditions" below and that the applicable storage, custody and preservation costs exceed the auction value of the lot(s), AGUTTES reserves the right to sell the lot(s) in order to be reimbursed for all costs due.

IV- PRE-EMPTION RIGHT

The French State may exercise a pre-emptive right on any public or private sale of cultural property. The State has a period of 15 days from the public sale to confirm the exercise of its pre-emptive right and subrogate itself to the buyer.

V- EXPORT

The formalities of exports (requests for certificate for a cultural good, export license) of the subjected lots are the responsibility of the purchaser and can require a four months delay. AGUTTES is at the disposal of its buyers to guide them in these steps.

AGUTTES cannot be held responsible for delays. Under no circumstances shall AGUTTES be liable for the refusal or delay of the administrative decision. The refusal to issue a certificate or a license may not under any circumstances justify a failure or delay in payment by the buyer or a cancellation of the sale.

VI- APPLICABLE LAW AND COMPETENT COURT

Civil liability claims brought in connection with voluntary and judicial actions and sales of furniture at public auction are time-barred after five years from the award or takeover.

French law alone governs the GTC. Any dispute relating to their existence, validity, performance and enforceability against any bidder having the capacity of trader shall be decided by the Commercial Court of Nanterre (France).

In the event that the bidder or buyer is not a trader, this dispute shall be decided by the competent Court pursuant to the legal provisions.

The Government Commissioner to the Council for voluntary sales of furniture by public auction may be mandated in writing in case of any difficulty with a view to reaching an amicable solution, if applicable.

VII- PERSONAL DATA

The bidders are informed that AGUTTES may collect and process data concerning them in accordance with the General Data Protection Regulation no. 2016/679 of 27 April 2016 (GDPR) and the French Data Protection Act no. 78-17 of 6 January 1978 amended by Law No. 2018-493 of 20 June 2018 on the protection of personal data.

The data is collected for the purposes of managing their contractual or pre-contractual relations (registration for sale, invoicing, accounting, payments, communication, etc.). This data consists of information such as: surname, first names, postal address, email address, telephone number, bank details.

Bidders are informed that they have a right of access, rectification, erasure, portability, opposition and limitation with regard to such data with AGUTTES. Requests must be made in writing to: communication@aguttes.com. Any complaint about the applicable data protection legislation may be brought before the CNIL: www.cnil.fr.

VIII- INTELLECTUAL PROPERTY

AGUTTES is the owner of any right of reproduction of its catalogue. Any reproduction of the same is prohibited and constitutes an infringement. The sale of a lot does not in any way imply the assignment of any intellectual property rights applicable (representation and/or reproduction) to the work.

IX- SPECIAL TERMS AND CONDITIONS

1- Storage costs

The storage of goods subject to an auction or a private sale that are not removed by the buyer within 15 days of the auction (including the day of the sale), will be charged as follows:

- Jewellery and/or watches worth < €10.000 = €15/day of storage
- Jewellery and/or watches worth > €10.001 = €30/day of storage
- Other lots < 1m³ = €3/day
- Other lots > 1m³ = €5/day.

2- Mechanical and electrical objects

The mechanical or electrical objects offered for sale by AGUTTES are exclusively offered for decorative purposes. As they represent used property, AGUTTES does not under any circumstances certify their operating condition. We recommend that buyers come to see the lots during the public exposures with an expert in this field, and to have the electrical or mechanical mechanism checked by a professional before any start-up.

3- Watches and clocks

The watches and clocks we sell are all second-hand goods, having for the most part undergone repairs resulting in the replacement of certain parts which may not be original. AGUTTES does not give any guarantee on the authenticity and the original character of the components of a clock article.

Clocks may be sold without pendulums, weights or keys and unless otherwise stated, their presence is not guaranteed. Watch straps may not be original and may not be authentic.

Collector's watches require general and regular maintenance: repairs or overhauls may be necessary and are the responsibility of the buyer, as AGUTTES does not give any guarantee on its good working order. AGUTTES recommends that buyers have watches and clocks checked by a competent watchmaker before each use.

It is the responsibility of potential buyers to personally verify the condition of the item.

4- Furniture

Without express mention in the description of the lot, the presence of keys is not guaranteed.

5- Protected plant and animal species

Objects partially or entirely made up of materials from endangered and/or protected species of flora and fauna are marked by the symbol ~ in the catalogue. The legislator imposes strict rules for the commercial use of these materials, in particular with regard to ivory trade.

Buyers are informed that the importation of any goods made up of these materials is prohibited by many countries, or require a permit or certificate issued by the competent authorities of the countries of export and import of the goods. The purchasers are fully responsible for the proper compliance with the regulatory and legislative standards applicable to the export or importation of goods composed in part or in full of materials originating from endangered and/or protected species. Under no circumstances shall AGUTTES be liable for the impossibility of exporting or importing such property, and this may not be used to justify a request for cancellation of the sale.

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.

