

## CONDITIONS DE LA VENTE

La vente est régie par les articles L312-4 du code de commerce. La SW Thierry de Margier opérateur de vente agit comme mandataire du vendeur et ses rapports avec les enchérisseurs sont précisés par ces conditions de vente.

**Les biens mis en vente :** Les indications portées au catalogue engagent la responsabilité de la maison de vente et des experts qui l'ont rédigé, compte tenu des rectifications annoncées au moment de la présentation de l'objet et portées au procès-verbal de la vente. Le vendeur, par conséquent, ne sera pas responsable de la mesure conservatoire et non comme un vice ; les dimensions, poids et estimations sont indicatifs. Une exposition préalable permet aux acquéreurs de se rendre compte de l'état des objets mis en vente. Il ne sera admis aucune réclamation pour les adjudications prononcées. La SW se tient à votre disposition pour tout renseignement, et invite chaque intéressé à se renseigner sur les lots.

Conformément aux dispositions de l'article L321-17 du Code de Commerce, les actions en responsabilité civile engagées à l'occasion des prises et des ventes volontaires et judiciaires de meubles aux enchères publiques se prescrivent par cinq ans à compter de l'adjudication ou de la prise.

**Les enchères :** L'adjudicataire sera le plus offrant et dernier enchérisseur, et aura pour obligation de remettre son nom et adresse, en présentant un justificatif d'identité et des coordonnées bancaires. L'enchérisseur est censé enchérir pour son propre compte et est tenu pour seul responsable de l'enchère. Si celui-ci enchérit pour le compte d'un tiers, il devra faire connaître l'identité de cette personne au préalable, afin que la facture soit correctement établie. Aucune modification ne pourra être faite après la vente. En cas de double enchère reconnue effective par le commissaire-priseur, le lot sera remis immédiatement aux enchères, et toute personne intéressée sera invitée à participer à nouveau aux enchères. Le commissaire-priseur et les experts se réservent la faculté, dans l'intérêt de la vente, de réunir, diviser ou relouer tout lot de la vente.

**Ordre d'achat :** La maison de vente peut exécuter globalement tout ordre d'achat. Il conviendra d'en faire la demande par écrit, 24 heures avant la vente, à l'adresse du commissaire-priseur, accompagné d'un chèque ou de coordonnées bancaires. La SW Thierry de MARGIER agit pour le compte de l'enchérisseur, selon les instructions précises dans ce formulaire, ceci afin d'essayer d'acheter au plus bas prix le lot concerné, et en ne dépassant pas le montant maximum indiqué. En cas d'enchères dans la salle pour un même montant, l'enchérisseur présent aura la priorité. Les enchères téléphoniques sont acceptées pour les lots dont l'estimation basse est supérieure à 300 €. Il est recommandé de préciser un ordre d'achat de sécurité que nous pourrions exécuter en votre nom ou cas où nous serions dans l'impossibilité de vous joindre. La Maison de vente n'est pas responsable pour avoir marqué d'exécuter un ordre d'achat par erreur, omission, par dysfonctionnement téléphonique ou pour toute autre cause.

**Paiement du prix :** La vente est conduite en euros et se fait expressément au comptant. L'adjudicataire devra s'acquitter en sus du prix d'adjudication, des taxes et frais de vente de **32,40 % TTC (27 % HT + TVA 20 %).**

Aucun lot ne sera remis aux acquéreurs avant acquiescement de l'imégralité des sommes dues.

**Frais acheteurs DROUOT LIVE 1,5 % HT en sus des enchères soit 1,8% TTC.**

Moyens de paiement :

- par chèque, obligatoirement accompagné d'une pièce d'identité ;
- seul l'encaissement du chèque non certifié vaut règlement et transfert de propriété. Les chèques tirés sur une banque étrangère ne seront autorisés qu'après accord préalable de la Société de Vente. Pour cela il est conseillé aux acheteurs d'obtenir, avant la vente, une lettre accréditive de leur banque pour une valeur voisinant leur intention d'achat, ou ils transmettront à la Société de Vente.

- en espèces dans la limite des taxes et frais compris, 1 000 € pour les résidents français particuliers et les professionnels, de 15 000 € pour les particuliers étrangers sur justificatifs de leur identité, de la provenance des fonds et de leur déclaration des sommes auprès de l'Administration des douanes, décret n°2010-0662 du 16 juin 2010.
- par virement en indiquant le numéro de bordereau
- par carte Visa et MasterCard

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## TERMS OF SALE

Sales are governed by Articles L312-4 of the French Code of Commerce. SW Thierry de Margier, as Sales Operator, shall serve as the Seller's agent, and in all relations with bidding parties shall take place as described in the present terms of sale.

**Goods put up for auction:** The details found in the catalogue are legally binding upon the Auction House and Experts assisting it, taking into account any and all corrections announced upon submission of the object and subsequently listed in the Record of Sale. Lining, parquet work and sheathing shall be considered a preventive measure, and not a defect; size, weight and estimated value shall be determined for guidance purposes only. Prior exhibition of the item enables potential buyers to form their own judgment of the condition of the objects put for sale. Consequently, no claims shall be considered once a lot has been sold. The SW remains at the buyers' disposal for any information required and invites all interested parties to seek information about the lots.

In accordance with the provisions of article L321-17 of the French Commercial Code, civil liability claims arising from auctions and voluntary and judicial sales of furniture by public auction are subject to a five-year statute of limitations from the date of the auction.

**Bidding:** The Buyer is defined as the highest and final bidder, and will be required to provide name, address, proof of identity and bank details. All buyers are assumed to be bidding on their own behalf and shall hold sole responsibility for their bidding. Should a buyer bid on behalf of a third party, the buyer shall provide the identity of the latter beforehand, so that the invoice can correctly draw up. No changes will be accepted after the sale. Should the auctioneer decline double bidding to have occurred, the lot shall be immediately put up for repeat sale, and all interested parties will be invited to take part in the bidding. The auctioneer and experts reserve the right, in the interest of the sale, to combine, split or remove any lot from the sale.

**Purchase orders:** The Auction House may fulfil free of charge any purchase order submitted in writing, by internet or by telephone. Buyers wishing to proceed in this manner may send in their request in writing, 24 hours prior to the date of sale, by completing the form provided along with a check or bank details. SW Thierry de Margier will act on behalf of the bidding party, in accordance with the instructions given in the form, in an effort to purchase the relevant lot at the lowest possible price, not exceeding the stated maximum figure. Should an equivalent bid be submitted in the room on the day of auction, the bidding party present shall be given priority.

Telephone bidding shall be accepted where the lowest estimated price of the lot is greater than €300. It is recommended that telephone bidders provide a back-to-back purchase order which will be able to execute on your behalf, should we be unable to reach you. The Auction House may not be held responsible for having failed to execute a purchase order due to error, omission or dysfunction in telephone/Internet/Drouot live services, or for any other reason.

**Payment of Agreed Prices:** Payment shall be made in Euros immediately after the sale. The successful bidder shall, furthermore, pay sales taxes and fees in addition to the hammer price, amounting to **32,40% inclusive of tax (27% before tax + 20% VAT).**

No lots shall be delivered to successful bidders until the amounts due are paid in full.

**Drouot live Buyers fees 1.5% HT in addition to the hammer price i.e. 1,8 %**

Methods of payment:

- by check, along with valid personal ID, whereby due settlement and transfer proceeds will be subject to actual collection of the non-certified check. Checks drawn on foreign banks shall be subject to prior approval by the Auction House. Bidders are advised to secure, prior to sale, a letter of credit from their bank in an amount close to their intended highest bid and to provide it to the Auction House.

- in cash, not to exceed, taxes and fees included, €1,000 where the bidder is a private individual or professional entity residing in France, and €15,000 where the bidder is a private individual residing abroad, subject to proof of identity, proof of origin of funds, and statement of declaration of the relevant amount to the Customs Authorities, further to Decree 2010-0662 dated 16 June 2010.
- by bank transfer (list order number)
- by Visa or MasterCard

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**DROIT DE SUITE ET RÉSERVE DU DROIT DE SUITE:** In accordance with current legislation, the authors of original graphic and visual works have an inalienable right to share in the proceeds from any sale of the work following its first transfer of ownership. The resale royalty remains in force for the benefit of the author's heirs during the calendar year of the author's death and for the following if they're years.

The resale right applies to a lot, unless that lot is a book or a manuscript, and will be liable for the corresponding amount, in addition to the hammer price, and will be taken following this sum to the relevant body, in the name and on behalf of the author's heirs. The resale right is payable when the hammer price of a lot is €750 or more. In any event, the amount of the resale right is capped at €12,500.

The amount due in respect of the resale right is determined by applying a sliding scale based on the hammer price:

- 4% for the first tranche of the sale price up to and including €50,000;
- 3% for the portion of the price between €50,000.01 and €200,000;
- 1% for the portion of the price between €200,000.01 and €350,000;
- 0.5% for the portion of the price between €350,000.01 and €500,000;
- 0.25% for the portion of the price exceeding €500,000.01.

**VAT:** Buyers not residing in the European Union may seek reimbursement of the VAT included in the margin by sending the export customs document (copy 3) to SW, duly stamped by the Customs Authorities, within two months following the sale. No tax-exclusive sales document will be drawn up without official proof of export, as the intercommunity VAT number does not constitute adequate proof.

**Default of Payment:** Payment by over-drafted checks or failure to pay shall not incur the responsibility of the Auction House and, consequently, releases it from the obligation to pay the seller. In the event of failure to pay within one month of being served official notice by certified letter with proof of the addressee's expense, and in the event of failure to pay the amount due, the Buyer shall be charged an additional fee of 10% of the final bidding price to cover collection fees, amounting to no less than €300.

Enforcement of this clause shall neither preclude the allocation of damages or compensation; come at the expense of required proceedings; nor preclude any possible implementation of the irresponsible bidding proceedings.

**Irresponsible bidding:** In the event of default of payment on the part of the successful bidder, the item shall be put up for sale at the request of the Seller, on the grounds of irresponsible bidding on the part of the defaulting bidder. Should the Seller fail to make a request to this effect within one month of the sale's closing, the said sale shall be cancelled by right of law, without prejudice to damages. Interest payable by the defaulting bidder.

**Collection of property:** No lot may be collected until the related invoice has been paid in full. In the event of payment of non-certified check, collection of property may be delayed until actual collection. Bulky items sold and not collected from Drouot premises by 10 AM on the day following sale will be placed in the Hotel Drouot warehouse and remain entirely the responsibility of the successful bidder. Storage fees payable by the latter shall be paid to the Hotel Drouot warehouse before release of the lots and upon presentation of proof of payment. Small objects may be kept at the offices for 15 days following sale. Beyond this point, €3 will be charged per day and per item for storage.

**Export of lots:** Export of lots may be subject to approval, subject to the buyer's responsibility. Neither the approval, denial of approval or approval application time may be invoked as grounds for change in payment deadline or cancellation of sale.

**Pre-emptive rights:** The French Government holds preemptive rights on the works sold, by declaration immediately upon the conclusion of sale to the auctioneer. It may confirm exercise of this right within a period of 15 days following the sale, in which case it replaces the highest bid.

**Access rights:** The right of access is the recognized right of every person to obtain the head of a treatment to see if he has a condition on it, and if necessary to obtain communication. See Article 32 of the Law n°2010-0662 and information models in the instructions.