

CONDITIONS OF SALE

The conditions of sale set forth below govern the relationship between bidders and buyers on the one hand, and the charity on the other hand.
All prospective buyers should read these conditions of sale as well as terms carefully before bidding.

1. INTRODUCTION

(A) the conditions of sale (B) additional notices and terms printed in other places in this catalogue, including the guide for prospective buyers, and in each case as amended by any addendum or announcement by the auctioneer prior to the auction.

By bidding at the auction, whether in person, through an agent, bidders and buyers agree to be bound by these conditions of sale, as so changed or supplemented. These conditions of sale, as so changed or supplemented, contain all the terms on which the hosts contract with the buyer.

2. BIDDING AT AUCTION

(A) UNITED ARTISTS FOR EUROPE have absolute discretion to refuse participation in the sale. All bidders must register prior to bidding, supplying such information and references as required by UNITED ARTISTS FOR EUROPE and/or DE PURY.

(B) when making a bid, whether in person, by absentee bid or on the telephone or internet, a bidder accepts personal liability to pay the purchase price, plus all other applicable charges unless it has been explicitly agreed in writing with de Pury before the commencement of the auction that the bidder is acting as agent on behalf of an identified third party acceptable to de Pury and that we will only look to the principal for such payment.

PRE-SALE ESTIMATES

Pre-sale estimates are intended as a guide for prospective buyers. Any bid within the high and low estimate range should offer a chance of success. However, lots may also achieve prices below or above the pre-sale estimates.

TAXES AND APPLICABLE FEES

According to the UK VAT margin Scheme, no VAT will be charged on the hammer price

In addition to the hammer price, a 12 % buyer's premium (14,4 % VAT Inc) will be charged to reimburse the costs of organization

For the two lots under UK temporary importation (n°2, n°8), 5 % VAT will be charged on the hammer price to clear customs.

CONDITION OF LOTS

Unlike most art in a commercial auction, all works included in this benefit sale have been sourced directly from the artist studios and their galleries, and the majority are brand new works exhibited here for the first time. As such, the condition of each lot is 'as the artist intended' unless otherwise specifically noted. However, we encourage all prospective buyers to inspect the property at the pre-sale exhibition and recommend, particularly in the case of any lot of significant value, that you retain your own restorer or professional advisor to report to you on the property's condition prior to bidding.

If a lot is sold framed, the hosts accept no liability for the condition of the frame.

PRE-AUCTION VIEWING

Pre-auction viewings are open to the public and free of charge. Our specialists are available to give advice and condition reports at viewings or by appointment.

BIDDING IN THE SALE

BIDDING AT AUCTION

Bids may be executed during the auction in person, via the internet or by telephone, or prior to the sale in writing by absentee bid.

Proof of identity in the form of government-issued identification may be requested, as will an original signature and a pre- authorization of your credit card. We may also require that you furnish us with a bank reference.

BIDDING IN PERSON

To bid in person, you will need to register before the auction begins. All lots sold will be invoiced to

the name and address on the registration form and invoices cannot be transferred to other names and addresses.

BIDDING BY TELEPHONE

24 Hours in advance of the sale and requires a pre-authorization of your credit card. Telephone bids may be recorded. By bidding on the telephone, you consent to the recording of your conversation. We suggest that you leave a maximum bid in advance, which we can execute on your behalf in the event we are unable to reach you by telephone or the connection is lost during the call. To register for telephone bidding please email harmony@de-pury.Com.

BIDDING ONLINE

De pury will support online auction bidding for the live auction from may 17 until june 3, 2019 on www.De-pury.Com.

BIDDING INCREMENTS

Online silent auction bidding increments increase at the following intervals: (fyi - change to gbp)
Below \$1,000: \$50 between \$1,000 and \$1,999: \$100 between \$2,000 and \$4,999: \$200 between \$5,000 and \$9,999: \$500 between \$10,000 and \$19,999: \$1,000 between \$20,000 and \$49,999: \$2,000 between \$50,000 and \$99,999: \$5,000 above \$100,000: \$10,000

The auctioneer may vary the increments during the course of the live auction at his or her own discretion.

AFTER THE AUCTION

PAYMENT

Buyers are required to pay for purchases immediately following the auction unless other arrangements have been agreed in writing in advance of the sale. Winning bidders will receive full payment details upon completion of the sale.

COLLECTION

It is our policy to request proof of identity on collection of a lot. A lot will be released to the buyer or the buyer's authorized representative when Hexagon Society and his agent Galerie T&L (runned by

curators of the event (Tancredè Hertzog & Léopold Legros) will have received full and cleared payment and we are not owed any other amount by the buyer.

We reserve the right to levy industry standard removal, interest, storage and handling charges on uncollected lots.

LOSS OR DAMAGE

UNITED ARTISTS FOR EUROPE accept liability for loss or damage to lots for a maximum of five days following the auction.

PICK-UP, TRANSPORT AND SHIPPING

The lots will be available for pick-up at Martinspeed's warehouse, 7 Glasshouse Walk, Lambeth, London SE11 5ES, United Kingdom. Free storage will apply until 7 days after the sale, then charges will apply according to Martinspeed rates.

Please note that we do not provide packing, handling or shipping services directly. However, we do have a partnership with a reputable handling and logistics company who can provide preferential rates for works purchased as part of this event. We can coordinate with shipping agents instructed by you in order to facilitate the packing, handling and shipping of property purchased at this sale.

EXPORT AND IMPORT LICENCES

Before bidding for any property, prospective bidders are advised to make independent enquiries as to whether a licence is required to export the property or to import it in to another country. It is the buyer's sole responsibility to comply with all import and export laws and to obtain any necessary licences or permits.

The denial of any required licence or permit or any delay in obtaining such documentation will not justify the cancellation of the sale or any delay in making full payment of the lot.

de PURY

UNITED ARTISTS FOR EUROPE

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