

TOKYO CHUO AUCTION HONGKONG COMPANY LIMITED

THE CONDITIONS OF SALE

1. PREAMBLE

The Bidder confirms that he is aware that the Company is the agent of the Seller and it will receive commission from the Seller. The contract of sale after the sale of the Auction Article constitutes an agreement between the Seller and the Purchaser. The Bidder confirms that he is aware of, understands and agrees to these Conditions, the Bidders Registration Form, Absentee Bids Registration Form, Telephone Bidding Registration Form, Online Bidding Registration Form, as the case may be, and all the terms contained in other notices and documents (including Catalogues) issued by the Company and that he shall be bound by the said terms.

2. DEFINITIONS AND INTERPRETATION

(2.1) In these Conditions (including the Appendices), unless the context requires otherwise, the following words and expressions shall have the following meaning:

Catalogue means this catalogue issued by the Company together with all of its supplement(s) issued by the Company from time to time on or before the Date of Sale;

The Company means Tokyo Chuo Auction Hongkong Company Limited, a company incorporated and subsisting in Hong Kong with company no. 2656114, whose registered office is situated at Room 2601, 26/F, Wing On Centre, No. 111 Connaught Road Central, Hong Kong;

The Seller means the seller named in the relevant auction consignment contract entered into between the Company and such seller who entrusts the Company as its exclusive agent to sell the Auction Articles;

The Purchaser means, in respect of any particular Auction Article, any Bidder or his agents whose highest bid therefor has been accepted by the Auctioneer in the auction held by the Company;

The Purchaser's Commission means the commission that the Company will receive from the Purchaser, being 18% of the hammer price below HK\$1,000,000; 15% of the hammer price reaching HK\$1,000,000 and up to \$9,999,999; 12% of the hammer price reaching HK\$10,000,000 and above HK\$10,000,000;

Auction Article means the items to be sold in auctions held by the Company;

Auction Day means the day on which the Company announces to hold the auction;

Date of Sale means the date on which a transaction of an Auction Article is concluded as confirmed by the striking of the hammer or announced by other commonly used means by the Auctioneer;

Hammer Price means the highest bid that the Auctioneer announces for the conclusion of the sale by striking the hammer or using other usual means;

Encumbrances means any mortgage, charge, pledge, liens (except those created under the operation of law), equitable charge or other adverse rights claims or other encumbrances, preferential rights or charge interest, delayed purchase, retention of title, lease, sale and

purchase, sale and leaseback arrangement or any agreement in relation to the above encumbrances created on any Auction Article, property, assets, rights (including creditor's rights) or interests (regardless of their nature);

Hong Kong means The Hong Kong Special Administrative Region of the People's Republic of China;

Working Day means a day other than Saturday, Sunday, Hong Kong Public Holidays, days on which No. 8 typhoon signal is hoisted or a Black Rainstorm Warning Signal is hoisted in Hong Kong from 9am to 6pm;

Auctioneer means the person who chairs the auction for the Company and strikes the hammer.

(2.2) Unless the context otherwise requires, in these Conditions:

1. The Company, the Bidder and the Purchaser will be collectively referred to as "**the Parties**", whereas "**a Party**" refers to either of the Parties, as required by the context.
2. Any references to statutory provisions shall be construed to include any amendments and re-enactments made subsequently to such provisions.
3. Any references to "people" or "person(s)" shall include natural persons, companies, corporations, partnerships, firms, government authorities of all levels, government departments, statutory authorities, private companies or social organizations, and organizations formed by them jointly.
4. Any references to "Clauses" and "Appendices" refers to the clauses and appendices of these Conditions. The Appendices are constituent parts of these Conditions. The content and agreed terms in the Appendices shall have the same binding effect as those in these Conditions.
5. Headings are for ease of reference only and shall not affect the interpretation of these Conditions.

3. THE BIDDER'S RESPONSIBILITIES

(3.1) By his participation in bidding, the Bidder confirms the following matters and shall assume the corresponding responsibilities:

1. The condition of Auction Articles sold in auctions can vary widely due to factors such as age, previous damage, restoration, repair and wear and tear. Their nature means that they will rarely be in perfect condition. The Auction Article is auctioned for sale in its present condition on an as is basis in the condition they are in at the time of the sale, without any representation or warranty or assumption of liability of any kind as to condition by the Company or by the Seller. By participating in the bidding, the Bidder shall be deemed to have inspected the Auction Article prior to the auction and is satisfied with the condition and description of it without relying on any of the written or verbal descriptions, explanations or comments made on the

Auction Article by the Company;

2. Any written descriptions, explanations and comments (contained in Catalogue, reports, documents, video products or any other promotional materials or otherwise) and any other statement made by the Company (whether orally or in writing) about any Auction Article, including its nature or condition, artist, period, materials, approximate dimensions or provenance are mere expressions of opinion and not to be relied upon as a statement of fact. The Company does not carry out in-depth research of the sort carried out by professional historians and scholars. Under all circumstances, the Company shall not be deemed to have given representations or warranties regarding any aspect of the Auction Article (including but not limited to its genuineness, originality, commercial value, fitness for specific purposes, quality or other conditions, etc.). All dimensions and weights are approximate only;
3. A reference to condition in a Catalogue entry will not amount to a full description of condition, and images may not show an Auction Article clearly. Colours and shades may look different in print or on screen as to how they look on physical inspection. The descriptions, explanations, images or comments on the flaws of an Auction Article made by the Company are its opinion for reference only, and shall not mean that there are no other flaws, inherent defects, restoration, alteration or adaption in the Auction Article because the Company's staff are not professional restorers or conservators. Under all circumstances, the Company shall not be deemed to have given representations or warranties regarding the Auction Articles. A Bidder should inspect the Auction Article in person or assign representative with the professional knowledge to do so before the Bidder makes a bid to make sure that he accepts the description and its condition. The Company recommends the Bidder to get his own advice from a restorer or other professional adviser.
4. The Company only provides descriptions, explanations or comments on an Auction Article with reasonable caution on (1) the representations and warranties given by the Seller on the Auction Article and the information provided by him, (2) expert opinion (if any). The Bidder confirms that the Company does not have the obligation to conduct a comprehensive due diligence on the Auction Article.
5. **Guaranteed Lot ▲**
The seller of lots with this symbol has been guaranteed a minimum price from this sale. This guarantee could be provided by the Company, a third party or a joint agreement by the Company and a third party. It could be in the form of an irrevocable bid provided by a third party. Providing or participating in a guarantee, third party could be financially beneficial if a guaranteed lot is sold successfully. If a third party providing or participating in a guarantee is the successful bidder for the guaranteed lot, they have to pay the full Purchaser's Commission.

4. CONDITIONS PRECEDENT FOR BIDDING

(4.1) Bidders must satisfy the following conditions precedent prior to or on the Auction Day before they become eligible to participate in the bidding. Despite the above, the Company has discretion to refuse any person's participation in the bidding and reserves its power to lay down and amend the qualifications for bidding from time to time:

1. Submit to the Company a duly completed and signed Bidder's Registration Form;
2. For Bidders who are natural persons, submit an identification document (affixed with photograph) issued by the relevant government department and a proof of residential address;
3. For Bidders who are companies or other organizations, its agent to submit its current valid registration document, certification on shareholders and authorization letter;
4. Submit other information that the Company reasonably requires (including information of the bank account that is used for payments or other financial proof); and
5. Bidders who participates the auction in person should pay a deposit of **HK\$150,000** by cash (Limit to HK\$80,000 or below) , cheque, bank draft, wire transmission or credit card.

(4.2) In case that the Company reasonably considers that the behaviour of a Bidder may adversely affect proceedings of the auction, the Company is entitled to refuse to register for the Bidder or cancel his registration.

5. WRITTEN ABSENTEE BIDS

(5.1) In case that the Bidder cannot attend the auction in person, he may bid in writing and submit an Absentee Bids Registration Form to appoint the Company to bid on his behalf. The Company may accept or decline the appointment. For those successful written absentee bids, the Company will charge the Purchaser's Commission from the Purchaser on top of the hammer price of each lot, being 18% of the hammer price below HK\$1,000,000; 15% of the hammer price reaching HK\$1,000,000 and up to \$9,999,999; 12% of the hammer price reaching HK\$10,000,000 and above HK\$10,000,000.

(5.2) In a written absentee bid, if two or more Bidders bid for the same Auction Article with the same price on which the sale of that Auction Article is concluded, the Company has sole discretion to sell the Auction Article to the Bidder who has submitted the Absentee Bids Registration Form earlier.

(5.3) Under all circumstances, the Company will not assume any responsibility for unsuccessful bids or the occurrence of any error or omission in a written absentee bid.

(5.4) Application for written absentee bids is closed on [22nd October 2020]. The Company does not assume any responsibility for a Bidder who has been declined to participate in the auction due to his failure to submit the said Registration Form and the specified deposit or other required documents before the said deadline.

(5.5) Deposit for written absentee bids is **HK\$150,000**.

6. TELEPHONE BIDDING

(6.1) In case that the Bidder cannot attend the auction in person, the Bidder may bid on the telephone, and submit a Telephone Bidding Registration Form to appoint the Company to bid on his behalf. The Company may accept or decline the appointment. For successful telephone bids, the Company will charge the Purchaser's Commission from the Purchaser on top of the hammer price of each lot, being 18% of the hammer price below HK\$1,000,000; 15% of the hammer price reaching HK\$1,000,000 and up to \$9,999,999; 12% of the hammer price reaching HK\$10,000,000 and above HK\$10,000,000.

(6.2) In the course of the auction, the Company will endeavour to contact the Bidder with the information provided by him in the Telephone Bidding Registration Form. The bidding instructions received by the Company from the contact information provided in the Telephone Bidding Registration Form shall be deemed as instructions from the Bidder. The Bidder shall be legally liable for his instructions.

(6.3) Under all circumstances, the Company will not assume any responsibility for unsuccessful bids, or the occurrence of any error or omission during the telephone bidding.

(6.4) Application for telephone bidding is closed on [22nd October 2020]. The Company does not assume any responsibility for a Bidder who has been declined to participate in the auction due to his failure to submit the said Registration Form and the specified deposit or other required documents before the said deadline.

(6.5) Deposit for telephone bidding is **HK\$150,000**.

(6.6) To ensure the accuracy of telephone bidding, the Company is entitled to record the telephone bidding under specific circumstances. The Company is subject to confidentiality obligations for the information obtained in such recordings, subject to the Company's right of disclosure to third parties under Clause 21.

7. ONLINE BIDDING

(7.1) In general, bidders should personally attend the auction. If you cannot join the auction, please bid online.

(7.2) Bidders who wish to bid online shall complete bidding registration before [22nd October 2020] and shall follow the instructions of the company..

(7.3) Bidders who apply for online bidding shall pay a deposit of **HK\$150,000**. The above deposit shall be remitted to the account designated by the company within the specified period and the registration procedures shall be completed. If the company does not receive the deposit from the bidder within the specified period, the bidder's online bidding application shall be deemed invalid. (7.4) Bidders who apply for online bidding must fill in the required information on the "Online Bidding Registration Form" and mail or fax it to our company by deadline. Moreover, the company shall not be held responsible for any losses caused by the failure to contact the

online bidder by using the contact information recorded in the above application form.

(7.5) The method of confirming online bidding is the same as the method of confirming bidding in on-site auction, that is, after the hammer comes down, the highest online bid or on-site bid is accepted and the sale contract is established.

(7.6) The company reserves the right to reject bidders' online bidding applications without giving any reasons. Regardless of whether the written decision of refusal is delivered to the bidder, the company shall not be held liable.

(7.7) If the bidding fails or there are any losses due to the following reasons, the company will not bear any responsibility.

1. During online bidding, the company or the bidder's network connection is interrupted;
2. The online bidding software malfunctions;
3. Any Internet connection, computer, mobile device or system malfunctions or has any problems;
4. Any errors caused by the quality of digital images;
5. Operation errors of bidders in the bidding process;
6. Delay in receiving information caused by network delay.

(7.8) After the online bidder succeeds in bidding, the company will notify the bidder of the result as soon as possible. The sale contract is established when the auctioneer brings down the hammer, and the online bidder shall not cancel the sale contract for any reason.

(7.9) The company has the right to disable the bidding power of online bidders at any time during the bidding process.

8. RESERVE AND ESTIMATED PRICE

(8.1) Unless otherwise stipulated, all the auctions of the Company are subject to a reserve. If no Bidder offers a bid or the bids offered are lower than the reserve, the Auction Article will not be sold. Under all circumstances, the Company assumes no responsibility for the fact that there has been no bid or that the bids offered are lower than the reserve.

(8.2) The Company is entitled to determine the reserve with the Seller. For Auction Articles without reserves, the Auctioneer will determine the first offer price. Neither the reserve nor the first offer price can exceed the estimated price announced by the Company before the auction.

(8.3) The Company is entitled to determine the estimated price of the Auction Article, and amend the estimated price from time to time. All estimated prices are for reference only and not legally binding and shall not be treated as a forecast of the Hammer Price.

9 BIDDING PADDLES

(9.1) The Company is entitled to take into consideration the particular circumstances of the auction (such as its manner and conditions) when setting the conditions and procedures for registering bidding paddles. The Bidder shall register for his bidding paddle

in accordance with the announcements made by the Company prior to the Auction Day.

(9.2) The Company is entitled to refuse the participation in the live auction by a Bidder who cannot produce a bidding paddle. If a Bidder has lost his bidding paddle, he must immediately notify the Company in writing so as to go through the report loss procedure.

(9.3) The bidding paddle is provided to the Bidder personally only and cannot be transferred or lent to a third party. Unless the Bidder has gone through the report loss procedure, all the acts committed by the holder of the bidding paddle in the auction shall be deemed as the acts of the Bidder himself. The Bidder shall be legally liable for such acts of bidding.

10. DISCRETION OF THE AUCTIONEER

(10.1) In the course of the auction, the Auctioneer has sole discretion:

1. To refuse any bid;
2. To decide the manner of the auction, including to withdraw Auction Articles from the auction, to split the Auction Articles or combine Auction Articles for auction, to raise or lower the bidding increment;
3. In case there is any error or dispute, to decide on the successful Bidder, whether to continue the auction, cancel the auction or restart the auction;
4. To take any other measures that the Auctioneer considers appropriate.

11. DISPLAY BOARD AND CURRENCY EXCHANGE DISPLAY BOARD

(11.1) The Company may use video display board and currency exchange display board during the auction. The contents displayed thereon, including information such as any numbers, lot number of the Auction Article, photographs or exchange rates, are for reference only and may be erroneous. The Company shall not be liable for any loss caused by such erroneous information.

12. PROHIBITION ON PHOTOGRAPHY, SOUND RECORDING AND VIDEOTAPING AT THE AUCTION

(12.1) Unless with the written consent of the Company, no person shall carry out any form of photo-shooting, sound recording or videotaping at the venue of the auction during pre-auction exhibition and during the course of the auction. The Company is entitled to refuse persons who breach this Clause to participate in the auction or request such persons to leave the venue.

13. RESPONSIBILITIES OF THE PARTIES AFTER THE CONCLUSION OF SALE

(13.1) Unless the Auctioneer decides to use his discretion as set out in Clause 10 above, when the Auctioneer strikes the hammer or announces the conclusion of the sale by other commonly used means, the contract of sale

between the Seller and the Purchaser (i.e. the Bidder who offers the highest bid) is formed.

(13.2) After conclusion of the sale, the Company may use the deposit paid by the Purchaser to settle or set off the Hammer Price, the Purchaser's Commission or other sums payable by the Purchaser to the Company, the Company's branches, subsidiaries, or parent companies ("Purchaser's Payables").

(13.3) If the Bidder bids unsuccessfully, the Company will refund the Bidder the balance of the deposit (without interest) after deducting the handling fees (if applicable) and after the Bidder has produced (1) the invoice for deposit that bears the Bidder's name or the name of his agent (if applicable), and (2) the bidding paddle, and the Company is entitled to refuse to refund such amounts to the Bidder before confirming the Bidder's identity. If the Bidder has fulfilled the aforesaid conditions, the Company can refund the deposit (paid by cash) immediately. For deposits which are paid otherwise, the Company will refund the deposits paid by cheques, bank drafts, wire transmissions or credit cards within 1 month after the Auction Day. All handling fees incurred from the refund shall be borne by the Bidder.

(13.4) After conclusion of the sale, unless otherwise agreed in writing, the Purchaser shall within 7 days after the Auction Day fully settle the Hammer Price, the Purchaser's Commission and the Purchaser's Payables, and collect the Auction Article. If the Purchaser fails to settle such amounts or collect the Auction Article before the expiration of the said time limit for whatever reasons, the Company shall be entitled to act in accordance with Clause 16. Irrespective of whether the Purchaser makes payments for the Auction Article and/or collect the Auction Article according to the terms of these Conditions, the Company shall upon the Date of Sale be entitled to the Purchaser's Commission.

(13.5) The Purchaser shall be responsible for the necessary costs for packaging, moving, transportation and insurance in relation to collecting the Auction Article, and pay such taxes as required under applicable laws or otherwise (such as taxes incurred in relation to the import and export of the Auction Article). If the Purchaser so requests, the Company can, or appoint other packaging or transportation companies to, pack, move and transport the Auction Article and charge additional fees for doing so. Under all circumstances, the Company shall not assume any responsibility for the damage to or loss of the Auction Article during its packaging, moving, transportation or otherwise.

(13.6) The Purchaser shall be responsible for obtaining any export or import permits in relation to the Auction Article. The Purchaser is not allowed to exploit his failure in obtaining the required permits in time as an excuse for deferring payments or collecting the Auction Article.

(13.7) Endangered Species Items and Ivory items made of or incorporating plant or animal material, such as rosewood, coral, crocodile, ivory, whalebone, tortoiseshell may require a licence or certificate prior to exportation and require additional licences or certificates upon importation to any country outside Hong Kong. Please note that the ability to obtain an export licence or certificate does not ensure the ability to obtain an import licence or certificate in another country. It is the buyer's responsibility to obtain any export or import licences and/or certificates as well as any other required documentation. Also please note that there are import and export restriction on ivory items and It is illegal to import African elephant ivory into the United States.

14. THE CURRENCY FOR PAYMENTS

(14.1) The Purchaser shall make all payments to the Company in Hong Kong Dollars. Unless the Company and the Purchaser otherwise agree, where the Purchaser uses currencies other than Hong Kong Dollars, the exchange rate shall be that of the Buy Rate (with Hong Kong Dollars in cash) as announced by the Hongkong and Shanghai Banking Corporation one Working Day prior to the Purchaser's payment. The Company will charge the Purchaser for the bank's fees, commission or other expenses (if any) incurred in relation to currency conversion.

15. TRANSFER OF OWNERSHIP AND RISK

(15.1) After conclusion of the auction sale, the ownership of the Auction Article shall be transferred to the Purchaser upon the Purchaser's full settlement of the Hammer Price, the Purchaser's Commission and Purchaser's Payables.

(15.2) Regardless of whether the Purchaser has fully settled the above amounts, if the Purchaser fails to collect the Auction Article punctually, the risk of the Auction Article shall be borne by the Purchaser on the expiration of 7 days following the Date of Sale.

16. PURCHASER'S FAILURE IN MAKING PAYMENTS OR COLLECTING THE AUCTION ARTICLE PUNCTUALLY

(16.1) If the Purchaser fails to make payments for the Auction Article, the Company shall have the right to exercise one or more of the following remedies:

1. The Company may charge the Purchaser interest on the amounts due and unpaid at the rate of 10% per annum;
2. (If the Purchaser fails to fully settle the aforesaid amounts for the Auction Article upon the expiration of 60 days following the Date of Sale) the Company is entitled to cancel the sale and to charge the Purchaser an amount as liquidated damages being 30% of the Hammer Price. The Company may then sell the Auction Article again, publicly or privately on such terms the Company shall think necessary or appropriate, in which case the Purchaser must pay the Company any shortfall between (i) the Hammer Price, the Purchaser's Commission and Purchaser's Payable; and (ii) the proceeds from the resale. The Purchaser must also pay all costs, expenses, losses, damages and legal fees the Company have to pay or may suffer and any shortfall in the Seller's commission on the resale;
3. The Company may pay the Seller an amount up to the net proceeds payable in respect of the amount bid by the Purchaser in which case the Purchaser acknowledges and understands that the Company will have all of the rights of the Seller to pursue the Purchaser for such amounts;
4. The Company may hold the Purchaser legally responsible for the Hammer Price, the Purchaser's Commission and Purchaser's Payable and may begin legal proceedings to recover them together with other losses, interest, legal fees and costs as far as the Company is allowed by

law;

5. The Company may take what the Purchaser owes to the Company from any amounts which the Company, any of its branches, subsidiaries or parent companies may owe the Purchaser (including any deposit or other part-payment which the Purchaser has paid to the Company);
6. The Company may exercise all the rights and remedies of a person holding security over any property in the Company's possession owned by the Purchaser, whether by way of pledge, security interest or in any other way as permitted by the law of the place where such property is located. The Purchaser will be deemed to have granted such security to the Company and the Company may retain such property as collateral security for the Purchaser's obligations to the Company; and/or
7. The Company may refuse the Purchaser from participating in future auctions held by the Company or to collect a deposit in future auctions which the Company considers appropriate; and/or
8. The company will take corresponding measures when the buyer owes the payment, that is, notify the buyer in accordance with reasonable steps and have the right to disclose the buyer's name and address to the seller, so that the seller can initiate legal proceedings against the buyer to recover the arrears, or claim damages and legal fees for the buyer's breach of contract;
9. The Company may take any other action that it seems necessary or appropriate.

(16.2) If the Purchaser owes money to the Company, any of its branches, subsidiaries or parent companies, in addition to the Company's rights under Clause 16.1, the Company may:

1. use any amount the Purchaser pays, including any deposit or other part-payment the Purchaser has made to the Company, or which the Company owes to the Purchaser, to pay off any amount the Purchaser owe to the Company, any of its branches, subsidiaries or parent companies for any transaction; and/or
2. use or deal with any of the Purchaser's properties that the Company or any of its branches, subsidiaries or parent companies holds in any way that the Company is allowed to by law. The Company will only release such properties to the Purchaser after the Purchaser pays the Company or the relevant branch, subsidiary or parent company in full for what it owes, provided that the Company may, at its discretion, sell any of such Purchaser's properties in any way as the Company thinks appropriate, and use the proceeds of such sale against any amount so owed by the Purchaser to the Company and/or the relevant branch, subsidiary or parent company. Any balance of such proceeds will be refunded to the Purchaser. If there is any shortfall, the Purchaser shall pay to the Company any difference between the amount the Company receives from the sale and the amount so owed by the Purchaser to the Company and/or the relevant branch, subsidiary or parent company.

(16.3) If the Purchaser fails to collect the Auction Article by end of the 7th day after the Auction Day, the Company shall

have the right to exercise one or more of the following remedies, unless otherwise agreed in writing:

1. the Company may charge the Purchaser for storage costs at HK\$80 per day in respect of each Auction Article; and/or
2. The Company may charge the purchaser for insurance fee at 0.2% of hammer price per month in respect of each auction article; and /or
3. the Company may sell the Auction Article in any commercially reasonable way the Company thinks appropriate.

17. CIRCUMSTANCES ALLOWING THE COMPANY'S CANCELLATION OF THE SALE

(17.1) Upon occurrence of any of the following events, the Company shall deem the Purchaser incapable of performing the transaction under the contract of sale and shall have absolute discretion to cancel the related sale without compensating the Purchaser:

1. The Purchaser has been involved in any liquidation, bankruptcy or similar legal proceedings;
2. The Purchaser or any of his major assets has been involved in any economic, civil, criminal, administrative proceedings or any arbitration proceedings which the Company reasonably considers to have already constituted material adverse effect on the Purchaser's ability to settle the Hammer Price, Purchaser's Commission or Purchaser's Payables or may constitute the same;
3. Any of the Purchaser's major assets has been involved in any enforcement or execution, seizure, freezing, detention, lien, regulatory or similar measures;
4. There has been material loss, damage caused to or other events of similar nature inflicted on any of the Purchaser's major assets;
5. If there is any specific time limits on the performance of an obligation in the Bidders Registration Form, Absentee Bids Registration Form, Telephone Bidding Registration Form or these Conditions and the relevant Party fails to perform such obligation in time; or
6. The occurrence of any event which the Company considers will materially affect the Purchaser's performance of his obligations under the Bidders Registration Form, Absentee Bids Registration Form, Telephone Bidding Registration Form and these Conditions.

18. LIMITED WARRANTY

(18.1) Unless otherwise stipulated in these Conditions, if, within 2 years after the Date of Sale, the Purchaser satisfies the Company that his Auction Article is a forged item, subject to the terms below, the Company shall cancel the sale and refund to the Purchaser the Hammer Price and Purchaser's Commission (without interest) paid by the Purchaser to the Company in relation to such Auction Article with the original currency and original amount paid (without interest). For the purpose of this Clause, a forged item shall mean an imitation item deceptively described for its place of

origin, artist, authorship, manufacturer, year of production, era, period, culture and source, and there are material errors or omissions on the above aspects in the descriptions contained in the Catalogue. Any damage on the Auction Article, and/or any restoration, and/or modification of the Auction Article (including repainting or painting on the surface) shall not be deemed to be a forgery.

(18.2) The limited warranty under Clause 18.1 is a limited warranty and shall not apply under the following circumstances:

1. The limited warranty will only be applicable for a period of 2 years from the Date of Sale. After such time, the Company will not be obligated to honour the limited warranty under any circumstances;
2. The content of the Catalogue conforms with generally accepted opinion of experts as at the Date of Sale, or it has been specified in the Catalogue that experts have differences or conflicts in opinion in relation to the relevant description;
3. Scholarship has developed since the Date of Sale leading to a change in any respect of the generally accepted opinion of the experts;
4. On the publication day of the Catalogue, there is no existing authentication method generally accepted by experts or generally accepted for use, or such authentication method is unreasonably costly or impractical, or which is likely to have damage to the Auction Article, in the opinion of the Company;
5. The Company has given clear reserved opinion or disclaimer of opinion in the Catalogue in relation to the place of origin, artist, authorship, manufacturer, year of production, era, period, culture and source etc.

(18.3) The Purchaser's right under this limited warranty is to request the Company to cancel the sale and receive a refund of the Hammer Price and Purchaser's Commission (without interest) paid by the Purchaser to the Company. The Company will not, in any circumstances, be required to pay the Purchaser more than the Hammer Price and the Purchaser's Commission (without interest) nor will be liable for any loss of profits or business, loss of opportunity or value, expected savings or interest, costs, damages, other damages or expenses.

(18.4)

1. The limited warranty is provided to the Purchaser shown on the invoice of the Auction Article issued at the time of the sale and only if the original Purchaser has owned the Auction Article continuously between the Date of Sale and the date of claim. It cannot be transferred to a third party.
2. The Purchaser shall satisfy the following conditions before becoming eligible to pursue a claim under this Clause:
 - (a) the Purchaser shall, within 3 months upon his knowledge of the information that has led him to question as to whether the Auction Article is a forged item, notify the Company in writing and provide the lot number of the Auction Article, the Date of Sale and full supporting evidence that has led him to question as to whether the Auction Article is a forged item; and
 - (b) the Purchaser still wholly owns the

Auction Article, has not created any Encumbrances on the Auction Article and return the Auction Article, at the Purchaser's expense, to the Company in the same condition as it was in on the Date of Sale.

(18.5) The Company has the discretion to waive any requirements stipulated in this Clause. The Company is entitled to request the Purchaser to, at the expense of the Purchaser, provide two reports compiled by two different and independent recognized experts in the field of the Auction Article mutually agreed by the Company and the Purchaser, confirming that the Auction Article is a forged item. If the Company has any doubts, it has no obligation to adopt the opinions in the said reports and can seek additional opinions from other experts at its own expense.

(18.6) The limited warranty under Clause 18.1 does not apply to Auction Articles falling into the category of Chinese calligraphy and painting because current scholarship does not permit the making of definitive statements. The Company does, however, agree to cancel a sale in this category of art where it has been proven the lot is forgery. The Company will refund to the original Purchaser the Hammer Price and the Purchaser's Commission paid by such Purchaser (without interest) in accordance with the terms of the limited warranty under Clause 18.1, provided that the original Purchaser notifies the Company with full supporting evidence documenting the forgery claim within twelve (12) months of the Date of Sale. Such evidence must be satisfactory to the Company that the Auction Article is a forgery in accordance with Clause 18.5 above and the Auction Article must be returned to the Company in accordance with 18.4(2)(b) above. Clauses 18.2(3), 18.2(4), 18.4(1) and 18.4(2)(a) also apply to a claim under this category.

19. SELLER'S WARRANTIES

(19.1) For each Auction Article, the Seller gives a warranty that the Seller:

- (a) is the owner of the Auction Article or a joint owner of the Auction Article acting with the permission of the other co-owners or, if the Seller is not the owner or a joint owner of the Auction Article, has the permission of the owner to sell the Auction Article, or the right to do so in law; and
- (b) has the right to transfer ownership of the Auction Article to the buyer without any restrictions or claims by anyone else.

If either of the above warranties are incorrect, the Seller shall not have to pay more than the Hammer Price paid by the Purchaser to the Company. The Seller will not be responsible to the Purchaser for any reason for loss of profits or business, expected savings, loss of opportunity or interest, costs, damages, other damages or expenses. The Seller gives no warranty in relation to any Auction Article other than as set out above and, as far as the Seller is allowed by law, all warranties from the Seller to the Purchaser and all other obligations upon the Seller which may be added to this agreement by law, are excluded.

20. DISCLAIMER

(20.1) To the extent permitted by the Laws of

Hong Kong, the Company and its employees shall not assume any responsibility for the following matters:

1. Loss caused by the negligence of the Company or its employees;
2. The Company's failure to hold the auction as scheduled or arrange the Auction Article for bidding in the auction regardless for any reasons;
3. The amount of damages for any litigation or arbitration instituted by the Purchaser against the Company shall not exceed the Sale Proceeds of the Auction Article or the estimated price, whichever is lower. Under all circumstances, neither the Company nor its employees shall assume responsibility for the Purchaser's indirect loss.
4. In case that due to the occurrence of any of the following events, namely, earthquakes, typhoons, tsunamis, floods, fires, wars, riots, general strikes, infectious diseases, and any other events of force majeure (the occurrence of which and consequences of which cannot be reasonably prevented, avoided or overcome by the Party affected) occurs, such that the Party is obstructed from performing or is forced to defer the performance of his obligations under these Conditions, that Party shall notify the other Parties in writing as soon as possible, and should provide details of the force majeure event and written proof thereof within the subsequent 15 days to prove such occurrence. The Parties shall, having regard to the degree of impact of the force majeure event, discuss with each other to decide on whether to terminate the contract of sale, waive or delay in performing obligations the performance of which has been affected by the force majeure event, or alter the manner of performance under the contract of sale and these Conditions. Neither Party is entitled to claim compensation from the other for losses caused by the force majeure event.

(20.2) The Company gives no representation, warranty or guarantee or assume any liability of any kind in relation to (a) any statement made, or information given, by it or its representatives or employees, about any Auction Article; and (ii) the merchantability, fitness for a particular purpose, description, size, quality, condition, attribution, authenticity, rarity, importance, medium, provenance, exhibition history, literature, or historical relevance of any Auction Article, and as far as the Company is allowed by law, all warranties and other terms which may be added to these Conditions by law are excluded. The Seller's warranties contained in Clause 19 are the Seller's own warranties, and the Company does not have any liability to the Purchaser in relation to those warranties.

(20.3) The Company is not responsible to the Purchaser for any reason (whether for breaking these Conditions or any other matter relating to the Purchaser's purchase of, or bid for, any Auction Article) other than as expressly set out in these Conditions.

(20.4) The Company has no responsibility to any person other than the Purchaser in connection with the purchase of any Auction Article by the Purchaser.

(20.5) If, in spite of the terms in this Clauses 20.1 to 20.4 or Clause 18 above, the Company is found to be liable to the Purchaser for any reason, the Company shall not have to pay more than the Hammer Price and Purchaser's Commission (without interest) paid by the Purchaser to the Company. The Company will not be responsible to the Purchaser for any reason for loss of profits or business, loss of opportunity or value, expected savings or interest, costs, damages, or expenses.

21. CONFIDENTIALITY

(21.1) In the course of operating auctions and other related businesses, the Company will collect data from the Sellers, Purchasers, Bidders and attendants at the auctions or other third parties, or obtain information on the aforesaid persons by other means (such as by sound recording, videotaping or shooting during the auction). The Company has confidentiality obligations on the said information. The Company shall not disclose such information to any third parties before obtaining the consent of the person providing such information except in the following circumstances:

1. Disclosures of information for the purpose of operating auctions and other related businesses to the Company's branch offices, subsidiaries parent companies or third parties engaged to provide necessary services to the auctions and its related businesses (such as transportation companies);
2. Disclosures of information in accordance with and to the extent required by the instructions, orders or judgments of authorities with competent jurisdiction (including the tax authorities) or the courts; or
3. Disclosures of information by the Company to its professional advisers for its decision-making, management, credit, financial or business analysis or consolidated financial statements.

22. COPYRIGHT

(22.1) The Company is the copyright owner of the Bidders Registration Form, Absentee Bids Registration Form, Telephone Bidding Registration Form, these Conditions, as well as the photographs taken on the Auction Articles and Catalogues, reports, documents, video products or other promotion materials prepared and all the contents of the aforesaid. Without the consent of the Company, no person shall copy, store, transmit or otherwise make use of the aforesaid articles to exploit commercial benefits.

23. DISPUTES RESOLUTION

(23.1) The Laws of Hong Kong are applicable in the execution, validity, interpretation, performance and dispute resolution of the Bidders Registration Form, Absentee Bids Registration Form, Telephone Bidding Registration Form and these Conditions (and documents referred therein).

(23.2) In the event that disputes arise from the execution, validity, interpretation, enforcement or breaches of the Bidders Registration Form, Absentee Bids Registration Form, Telephone

Bidding Registration Form and these Conditions, the Parties shall first settle the disputes through discussion. If such disputes cannot be resolved one month after their occurrence, either of Parties can submit the disputes to the Hong Kong International Arbitration Centre for arbitration in Hong Kong in accordance with the HKIAC Administered Arbitration Rules (2013).

(23.3) The arbitral award shall be final and conclusive and binding on the Parties. The arbitral award can be enforced in the courts or judicial authorities at where the losing Party or where such Party's assets are located.

(23.4) The losing Party of the said arbitration shall be responsible for all the related expenses incurred by the prevailing Party(ies) in connection with undergoing the arbitration proceedings and enforcement of the arbitral award, including the costs of the arbitration tribunal or the court, legal fees, expert fees, witness fees, travel expenses, etc. already confirmed as reasonable by the arbitration tribunal or the court.

24. NOTICES

(24.1) Any notices, requests or other communications in connection with the Bidders Registration Form, Absentee Bids Registration Form, Telephone Bidding Registration Form and these Conditions (and the documents stated therein) shall be made in writing, and be delivered or sent to the address, fax number or e-mail address of the relevant Party(ies) as contained in the Bidders Registration Form (or such other address, fax number or e-mail address given by the receiving Party(ies) to the other Party(ies) 10 working days in advance).

(24.2) Any notices, requests or other communications made in accordance with this Clause shall be deemed to have been served:

1. If delivered by courier, when it has been delivered to the relevant Party(ies)'s address;
2. If sent by post, the 7th day following the posting day;
3. If sent by facsimile transmission, when the transmission confirmation report is generated;
4. If sent by e-mail, when the e-mail was sent.

25. GENERAL PROVISIONS

(25.1) Unless with the prior written consent of the other Parties, no Party shall transfer, authorize other persons any of that Party's rights, interests, obligations or responsibilities under the Bidders Registration Form, Absentee Bids Registration Form, Telephone Bidding Registration Form and these Conditions (and the documents stated therein).

(25.2) If any Clause of the Bidders Registration Form, Absentee Bids Registration Form, Telephone Bidding Registration Form and these Conditions (and the documents stated therein) is adjudicated to be invalid or unenforceable under the law, the remaining Clauses of the said documents shall not be affected, and shall remain effective and enforceable.

(25.3) The Bidders Registration Form, Absentee Bids Registration Form, Telephone Bidding

Registration Form and these Conditions (and the documents stated therein) become effective upon the date of signing of the Bidders Registration Form by the Bidder and shall continue to remain effective.

(25.4) Each of the Bidders Registration Form, Absentee Bids Registration Form, Telephone Bidding Registration Form and these Conditions (and the documents stated therein) is in both English and Chinese. The Chinese translation is for reference only. If there is inconsistency between the English and the Chinese versions, the English version shall prevail.

(25.5) These Conditions are only applicable to this auction. The Company may update these Conditions from time to time. Bidders and Purchasers shall refer to the Conditions of Sale then applied for the next auction.

(25.6) Any remedies provided for in the Bidders Registration Form, Absentee Bids Registration Form, Telephone Bidding Registration Form and these Conditions (and the documents stated therein), shall not exclude any other remedies provided under the laws, regulations or rules. A Party's choice of one or several types of remedies shall not constitute a waiver by that Party of any other rights under other remedies.

(25.7) Where the Company has given any grace period to or tolerance of the other Party(ies) (in this Clause referred as "the Counterparty") for his breach of the Bidders Registration Form, Absentee Bids Registration Form, Telephone Bidding Registration Form and these Conditions (and the documents stated therein) or has omitted to take immediate legal actions, request for compensation or remedies immediately, such action or non-action by the Company shall not be deemed as a waiver or concession of that Party on demanding the Counterparty to fully perform the said documents or to fully compensate that Party. If a Party waives or concedes to less right under the said documents, it shall do so in writing to give binding effect to such waiver.

(25.8) If there is any specific stipulation in the Bidders Registration Form, Absentee Bids Registration Form, Telephone Bidding Registration Form and these Conditions (and the documents stated therein) in relation to the time limit for performance of an obligation, the relevant Party shall perform that obligation punctually. Otherwise, the Party shall be deemed as in default.

(25.9) The right of interpretation of the Bidders Registration Form, Absentee Bids Registration Form, Telephone Bidding Registration Form and these Conditions belong to Tokyo Chuo Auction Hongkong Company Limited.

Date of this version: October 2020