

# HORTA

## HÔTEL DE VENTES - AUCTIONEERS

### PURCHASE ORDER

Please purchase, on my behalf, at the auction on \_\_\_\_\_  
the lots mentioned below, up to the limits stated.

Surname \_\_\_\_\_ First name \_\_\_\_\_

Address \_\_\_\_\_ No \_\_\_\_\_

Town/City \_\_\_\_\_ Tel. \_\_\_\_\_

E-mail address \_\_\_\_\_

**Must reach us no later than 24 hours before the day of the sale, together with a copy of both sides of your identity card.**

Catalogue number	Item reference	Maximum price (excluding costs)

SEE TERMS AND CONDITIONS ON THE REVERSE

Auction costs of 22% on the sale price plus royalties if applicable.          Signature: \_\_\_\_\_

# TERMS AND CONDITIONS OF SALE (excerpt)

## Article 1: General stipulations

These general terms and conditions of sale apply to all public auctions organised by Hôtel de Ventes Horta. The buyer is considered to be aware of them and accept them with no reservation whatsoever, simply by the fact of making a purchase. The printed catalogue is made available as a guide; in case of any difference the French-language online version on the website at [www.horta.be](http://www.horta.be) takes precedence.

## Article 2: Description of lots

The description in the catalogue of the items in the auction is an indication only. Prospective purchasers should ascertain for themselves the nature and condition of the items in the auction at the viewing days held beforehand. In the case of jewellery, the colour and quality of gemstones are provided on request, only as an indication.

## Article 3: Sales

The item is sold by auction to the highest bidder. In case of dispute during the sale or error in determining the winning bid, the lot will be offered for auction again. The presiding bailiff will adjudicate on any dispute that may arise and this decision is binding.

## Article 4: Written bids

A written bid must be submitted to Hôtel de Ventes Horta at least 24 hours before the day of the sale. The bidder must clearly state his identity, the reference of the lot he wishes to purchase and his bid. Hôtel de Ventes Horta is not liable if the order is submitted late or is not fully legible. If there are competing written bids, the bid that arrived first takes precedence.

## Article 5: Telephone bids

## Article 6: Transfer of ownership

Ownership of the goods sold is transferred to the buyer at the time of sale. Hôtel de Ventes Horta shall store the goods as a prudent administrator between sale and delivery.

## Article 7: Payment of the price and costs

Payment must always be made within three days of the sale. Every buyer is considered to have acted on his own behalf and is personally liable for the lots which he is instructed to buy as a proxy holder; he must pay the price in euros before collecting them on presentation of the purchase form. An invoice can be raised on request. Sales are made in cash, with a 22% surcharge for costs, and must be paid in cash (in accordance with current legislation), by bank transfer, certified cheque or debit card (Bancontact). An additional surcharge of 1 euro is collected for every lot..

## Article 8: Royalties

On the sale of certain original works, a payment for the artist's resale right (royalty) is due to the author or his heirs unless the author died more than 70 years ago. Hôtel de Ventes Horta shall collect payment for the royalty and submit it to the bodies officially authorised to receive it as stipulated in the current legislation.

## Article 9: Collection

All goods must be collected from the premises of Hôtel de Ventes Horta. Hôtel de Ventes Horta reserves the right to re-auction lots that are retained because they have not been paid for or collected, at a subsequent sale, at the risk of the buyer who is in default and without prior notice of default.

## Article 10: Disputes and jurisdiction

After a final sale, no claims will be accepted whatsoever, including those concerning the description of the lots. In case of any dispute the courts of Brussels have sole jurisdiction.