

HORTA

HÔTEL DE VENTES - AUCTIONEERS

Telephone bid request

Name _____

Address _____

Town/City _____

Telephone no. _____

E-mail address _____

Date of sale _____

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.

Lot	Title	Max. amount excluding costs

SEE TERMS AND CONDITIONS ON THE REVERSE

<p>Auction costs of 22% on the sale price plus royalties if applicable.</p>	<p>Important note:</p> <p>The bidder may indicate the maximum amount of his bid excluding costs, in the event that Horta is unable to contact him.</p> <p>Horta cannot be held liable under any circumstances if a telephone call is not made or is not successful.</p> <p>For agreement</p>
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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 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

Article 5: Telephone bids

A written request to participate in the sale by telephone must be submitted to Hôtel de Ventes Horta at least 24 hours before the day of the sale. The person requesting a telephone bid must state his identity, his telephone number and the description of the lot he wishes to bid for, in a clearly legible way. Hôtel de Ventes Horta makes every effort to ensure that telephone calls are successful, but is not liable for errors in the requests, nor for miscellaneous problems relating to telephone connections (line engaged or unavailable, mobile phones temporarily inaccessible etc.). If Hôtel de Ventes Horta cannot make contact with the requesting party, the latter shall accept the bids made on his account up to the amount stated by the requesting party in his written request.

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.