

Conditions of Sale

1. Auction

1.1 VAN HAM Kunstauktionen GmbH & Co. KG (hereinafter referred to as "VAN HAM") conducts public auctions as defined by § 474, ss. 1(2) and § 383 ss. 3(1) of the German Civil Code (BGB) as commission agent on its own behalf and on account of its clients (the "Sellers"), who remain anonymous.

1.2 The items to be auctioned may be viewed and examined prior to auction, with potential buyers being liable for any damage they may cause to the exhibited items.

2. Condition, Warranty

2.1 The works of art that are up for auction and available for examination and viewing during the advance viewing are, without exception, used items. They are in a state of repair that is consistent with their age and provenance. Objections to the state of repair shall only be mentioned in the catalogue if VAN HAM believes that they significantly affect the visual impression of the work of art as a whole. Lack of information regarding the state of repair shall therefore not establish any warranty or quality agreement as defined by sale of goods laws. Potential buyers may request a condition report for any work of art prior to the sale. Such a report, be it verbal or in writing, shall not contain any diverging individual agreement, and shall express VAN HAM's subjective assessment only. The information contained in the condition report shall be provided to the best of our knowledge and belief. It shall not constitute any warranty or quality agreement and shall serve the purpose of providing non-binding information only. The same applies to general information of any kind, be it verbal or in writing. The actual state of repair of the work of art at the time the relevant bid is accepted shall, in all events, be its agreed condition as defined by statutory regulations (§§ 434 et seq. BGB).

2.2 Any information contained in the catalogue is based on available data published at the time of publication or other generally available scientific insights. If an additional internet catalogue is prepared, the information in the printed version shall nevertheless prevail; the internet catalogue shall only prevail in the event that no printed catalogue exists or the items are auctioned by a so-called silent auction. VANHAM reserves the right to correct catalogue information on the works of art that are to be auctioned. Said corrections shall be made by written notice at the auction site and/or announced by the auctioneer immediately before the specific work of art is to be auctioned. The corrected information shall replace the description in the catalogue.

2.3 Irrespective of the provisions of Clause 2.1, only the catalogue information regarding the authorship of the work of art shall form part of the condition agreed with the buyer. VAN HAM does not provide any special warranties that may establish any additional rights (§§ 443, 477 BGB). No characteristics other than authorship of the work of art shall be contractually agreed, even if the work of art is presented for advertising purposes. The same applies to reproductions contained in the catalogue. The purpose of said reproductions is to give potential buyers an idea of the work of art; they form neither part of the quality agreement nor do they warrant the condition of the work of art. VANHAM assumes no liability for frames, mounts and picture glass as long as they are not part of the work of art.

2.4 VAN HAM expressly excludes any liability for potential defects, provided that VAN HAM has complied with its duty of care obligations. The liability for life, body or health remains unaffected.

2.5 However, if the buyer is able to demonstrate, within one year from the transfer of possession of the work of art, that catalogue information regarding authorship of the work of art was incorrect and did not correspond to the generally accepted expert opinion at the date of publication, VANHAM undertakes to assert its rights vis-à-vis the consignor, irrespective of Clause 2.4. Where successful recourse is taken against the consignor, VAN HAM shall reimburse the buyer for the full purchase price only. VANHAM additionally undertakes to repay its commission in full within a period of one year, if the work of art proves not to be authentic. This is subject to there being no third party claims to the work of art and the work of art being returned to the VANHAM head office in Cologne in unaltered condition. Inaccuracy shall be considered to have been proven if an internationally recognised expert on the author listed in the catalogue refuses to have the work of art included in the Catalogue Raisonné prepared by the expert, among others.

2.6 Claims for damages against VAN HAM based on legal and material defects and on other legal grounds (including compensation for futile expenses or costs of expert opinions) shall be excluded, unless they are based on VAN HAM acting intentionally or grossly negligently or on VAN HAM breaching material contractual obligations.

2.7 Any claims against VAN HAM shall come under the statute of limitations one year after possession of the work of art for which there has been a successful bid has been transferred, provided that they are not based on an intentional breach of legal rights, or where longer periods of limitations are prescribed by law.

3. Conduct of Auctions, Bids

3.1 The estimates stated in the catalogue do not constitute minimum or maximum prices, but shall serve merely as an indication of the market value of the respective items, without any warranty being given as to their accuracy. Information as to the value in other currencies is provided for information purposes only and shall not be binding. Low-value items may be auctioned as group lots outside the catalogue.

3.2 VAN HAM reserves the right to combine, separate, offer out of sequence or withdraw numbered lots during an auction.

3.3 All bids shall be considered as made by the bidder on its own behalf and for its own account. If a bidder intends to bid on behalf of a third party, relevant notification shall be given 24 hours prior to the start of the auction, stating the name and address of the represented party and submitting a written power of attorney. Otherwise the contract of

sale shall be made with the bidder when the bid is accepted.

3.4 VAN HAM provides each bidder with a bidder number following presentation of a valid identification document and admission to the auction. Only bids made using this number shall be considered during the auction.

3.5 Bidders previously unknown to VAN HAM need to submit to VAN HAM a written registration accompanied by a valid identification card no later than 24 hours before the start of the auction. VANHAM reserves the right to request a current bank reference or other references or a cash deposit before admitting bidders to the auction.

3.6 If the consignor, or a third party instructed by the consignor, submits a bid on an item consigned by the consignor, and this bid is accepted, the consignor's status shall be equivalent to that of any other bidder. The General Auction Terms therefore apply accordingly to the consignor making a bid for its own items.

3.7 VAN HAM shall be entitled to place a bid or series of bids below the reserve for the consigned lot on behalf of the consignor, without being required to disclose this and irrespective of whether or not other bids are placed.

3.8 The initial bid price shall be determined by the auctioneer; bids are generally submitted in Euros at a maximum of 10% above the previous bid. Bids may be made in person in the auction hall or, in absentia, in writing, by telephone or over the internet via the online catalogue on VAN HAM's homepage or via a platform approved by VANHAM.

3.9 The provisions regarding silent auctions (see Clause 10) apply to the catalogue numbers listed at the end of the catalogue and marked with "+".

3.10 All offers shall be based on the so-called hammer price and shall be exclusive of the premium, VAT and, where applicable, droit de suite (resale rights tax) and customs charges. When there are equal bids, irrespective of whether they are submitted in the auction hall, by telephone, in writing or over the internet, a decision shall be made by drawing lots. Written bids or bids submitted via the internet shall only be drawn on by VAN HAM to the extent required to outbid another bid.

3.11 Absentee bids shall be generally permitted if they are received by VAN HAM at least 24 hours prior to the start of the auction and any additional information pursuant to Clause 3.5 has been provided. Bids shall specify the relevant work of art, along with its catalogue number and catalogue description. In case of doubt, the catalogue number shall be decisive; the bidder shall bear the consequences of any ambiguities. VAN HAM provides the service of processing absentee bids for the convenience of clients free of charge. VAN HAM therefore makes no representations regarding the effectuation or error-free processing of bids. This does not apply where VAN HAM is liable for mistakes made intentionally or through gross negligence. Absentee bids shall be deemed equivalent to bids made in person during the auction when bids are accepted.

3.12 Written bids must be signed by the bidder. In case of written bids, the interested party shall authorise the auctioneer to submit bids on its behalf.

3.13 Telephone bids are possible for estimate of € 500 and above. In this case a telephone operator present in the auction room shall be authorised to submit bids as per the telephone bidder's instructions. Telephone bids may be recorded by VAN HAM. By applying for telephone bidding, applicants accept that telephone conversations may be recorded. VAN HAM accepts no liability for establishing and maintaining telecommunications connections or for transmission errors.

3.14 Bids made via the internet may be submitted as "pre-bids" prior to the beginning of an auction, as "live bids" during a live web-cast auction, or as "post-bids" after conclusion of the auction in accordance with the following provisions. Bids received by VAN HAM via internet during an auction shall only be considered for the ongoing auction if it is a live, web-cast auction. In the remainder internet bids shall only be admissible if VAN HAM has approved the bidder for internet bidding by providing the bidder with a user name and password. Internet bids shall only be valid bids if they can be unequivocally matched to the bidder by means of the user name and password. Internet bids shall be recorded electronically. The accuracy of the corresponding records shall be accepted by bidders/buyers, who shall nevertheless be free to furnish evidence to the contrary. Live bids shall be considered equivalent to bids made in the auction hall. VAN HAM accepts no liability for establishing technical connections or for transmission errors in case of internet bids.

3.15 Subsequent sales form part of the auction. In the event of post-bids, a contract shall only be made once VAN HAM accepts a bid.

3.16 In case of distance contracts, the right of return and rescission shall not apply to written, telephone or internet bids unless the bid was made in a so-called silent auction.

4. Acceptance of Bids

A bid is accepted after the auctioneer has called the highest bidder's bid three times. When a bid is accepted, a contract of sale is concluded between VAN HAM and the bidder whose bid was accepted. VAN HAM may refuse to accept the bid or accept it conditionally. This applies in particular where a bidder who is not known to the auctioneer or with whom no business relationship has yet been established fails to provide security in the form of bank references or guarantees by the start of the auction at the latest. However, there shall be no entitlement to have a bid accepted as a matter of principle. Where a bid is rejected, the previous bid shall remain valid. If several individuals place equal bids and no higher bid is made after three calls, the decision shall be made by drawing lots. VAN HAM may revoke acceptance of a bid and re-offer the item if a higher bid made in due time was accidentally overlooked, if the highest bidder does not want the bid to stand, or if there are other doubts as to the acceptance. If no bid is successful even though several bids were submitted, VAN HAM shall be liable to the bidder only in

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case of intent or gross negligence. A bidder shall remain bound by a bid that has been conditionally accepted for a period of one month. A conditionally accepted bid shall only become effective if VAN HAM confirms the bid in writing within one month from the date of the auction.

5. Purchase Price and Payment

5.1 The buyer shall pay the bid price plus a premium of 28% on the first € 250,000 and a premium of 25% on all sums exceeding this amount. This includes statutory VAT, which will, however, not be listed separately due to the margin scheme as per § 25a UStG (German Sales Tax Act). A premium of 24% on the first € 250,000 of the bid price and of 21% on all sums exceeding this amount shall be levied on items listed in the appendix as subject to standard taxation. Statutory VAT of currently 19% on the total of the bid price and the premium.

5.2 Objects, that have been imported from outside the EU to be sold at auction under Temporary Admission, are listed in the appendix of the printed catalogue. When VAN HAM releases such property to the buyer, he/she will become the importer and must pay VANHAM's import VAT of currently 7 % to VAN HAM. These lots will be invoiced under the margin scheme. By the recharging of the import sales tax the buyer's premium increases to 36% for the first € 250,000 and to 33% for the exceeding amount. The import sales tax as such is not separately identified. Upon request immediately after the auction the invoice for these objects can be made out with regular taxation. The value added tax can then entitle to deduct pre-tax or be refunded with an export certificate for a third country.

5.3 Pursuant to § 26 ss.1 of the German Copyright Act (UrhG), the Seller is obliged to pay the droit de suite (resale rights tax) on the sales proceeds of all original works of art and original photographic works whose creators died less than 70 years before completion of the sale, where such works were sold via VAN HAM. The buyer shall bear a portion of this in the form of a lump-sum charge amounting to:

- 1.5% of the hammer price up to € 200,000
- 0.5% of the hammer price in excess of € 200,001 up to € 350,000
- 0.25% of the hammer price in excess of € 350,001 up to € 500,000
- 0.125% of the hammer price in excess of this price up to five million, up to a maximum of € 6,250.

5.4 For buyers entitled to deduct input tax, the invoice may, upon request (and after prior notification) be made out in line with standard taxation. VAT is not levied on shipments to third countries (i.e. outside the EU) nor on shipments to companies in EU member states, provided the VAT ID number is stated. If participants in an auction transfer purchased items to third countries themselves, they shall be reimbursed for VAT as soon as proof of export and purchase has been provided to VAN HAM.

5.5 Invoices issued during or immediately after an auction must be verified; errors remain excepted to this extent.

5.6 Payment of the total amount due upon acceptance of a bid shall be made in cash or by bank certified cheque. Cheques shall only be accepted on account of performance. Any taxes, costs, transfer or encashment fees (including any bank fees charged to VAN HAM) shall be borne by the buyer. Buyers who participate in the auction in person shall pay the purchase price to VAN HAM immediately after their bid is accepted. Without prejudice to the fact that payment is due immediately, bids made in absentia may be paid within 14 days of the invoice date without being deemed to be in default.

5.7 Auctioned items shall, as a matter of principle, only be handed over after full payment of all amounts owed by the buyer has been received.

6. Collection and Assumption of Risk

6.1 Acceptance of a bid establishes an obligation to collect the item. Absentee buyers shall collect their items without undue delay after VAN HAM has advised them that their bid has been successful. VAN HAM shall organise the insurance and shipment of the auctioned items to the buyer only upon the buyer's written instruction and at the buyer's cost and risk. Since the purchase price is due immediately and the buyer is obliged to collect the items without undue delay, the buyer shall be in default of acceptance no later than 14 days after acceptance of the bid or post-bid, and consequently the risk shall be transferred to the buyer at this time at the latest, irrespective of the fact that possession of the item has not yet been transferred.

6.2 If the buyer has not collected the items from VANHAM three weeks after acceptance of the bid and/or relevant notification at the latest, VAN HAM shall request that the buyer collect the items within one week. At the end of said period VAN HAM shall be entitled to have the items stored in a contract warehouse at the cost and risk of the buyer. VAN HAM shall inform the buyer prior to storage. If VANHAM stores the items in its own warehouse, up to 1% p.a. of the hammer price shall be charged for insurance and storage costs. Irrespective of this, VAN HAM may alternatively demand performance of the contract or assert statutory rights for breach of obligations. For the purpose of calculating any damage, reference is made to Clauses 5 and 8 of these Conditions.

6.3 VAN HAM shall under no circumstances be liable for loss of or damage to items that have not been collected or handed over due to non-payment, unless VAN HAM acted with intent or gross negligence.

7. Retention of Title, Set-off, Right of Retention

7.1 The title to an item acquired by auction shall only pass to the buyer upon full receipt

of all payments owed as per Clauses 5 and 8. In the event that the buyer sells such an item without having satisfied all of VAN HAM's claims, the buyer hereby assigns to VAN HAM any claims arising from the resale. VAN HAM hereby accepts such assignment.

7.2 The buyer shall only be able to set off claims against VAN HAM that are undisputed or that have been legally and finally determined.

7.3 The buyer shall have no right of retention based on claims arising from any prior transactions with VAN HAM. Insofar as the buyer is a merchant registered in the commercial register, the buyer waives its rights under §§ 273, 320 of the German Civil Code (BGB).

8. Default

8.1 The purchase price shall be due upon acceptance of the bid. The buyer shall be considered in default 14 days from conclusion of the contract, i.e. acceptance of the bid or post-bid. Payment is to be made to VAN HAM in Euros. This also applies to cheques, which shall only be recognised as fulfilment of the payment obligation once they have been unconditionally credited to the bank account.

8.2 In the event of a default in payment, default interest shall be charged at a rate of 1% per month. The buyer shall be entitled to furnish evidence that a lesser or no loss was incurred. In the remainder, VAN HAM may, in the event of a default in payment, elect to demand performance of the contract of sale or rescind the contract after setting a suitable period for performance. In the event of rescission, all of the buyer's rights to the item acquired by auction shall lapse, and VAN HAM shall be entitled to claim damages in the amount of the lost proceeds from the work of art (consignor's commission and premium). If the item is re-offered at another auction, the defaulting buyer shall additionally be liable for any shortfall in proceeds compared to the prior auction and for the costs of the repeat auction; the buyer shall not be entitled to receive any surplus proceeds. VAN HAM shall be entitled to exclude such a buyer from making further bids at auctions.

8.3 One month after default has occurred, VAN HAM shall be entitled and, upon the consignor's request, required to disclose the buyer's name and address to the consignor.

9. Privacy Statement

The bidder hereby agrees to the bidder's name, address and purchases being stored electronically and processed by VAN HAM for the purpose of fulfilling and performing the contractual relationship, and for the purpose of providing information about future auctions and offers. Should the bidder fail to meet its contractual obligations within the scope of fulfilling and performing this contractual relationship, the bidder consents to this fact being included in a blacklist accessible to all auction houses of the German Association of Art Auctioneers (Bundesverband Deutscher Kunstversteigerer e.V.). The future collection and use of data may be objected to by deleting this clause or by submitting a relevant statement to VAN HAM at a later date, with effect for the future.

10. Silent Auction

VAN HAM shall conduct a so-called "silent auction" for the items listed at the end of the catalogue and marked with "+". These General Auction Terms shall apply accordingly to such "silent auctions"; however, bidders may only bid in written form or via the internet. Since the items in "silent auctions" are not called out, no bids can be made in person or by telephone. Bids for a "silent auction" must be submitted to VAN HAM in writing at least 24 hours before the start of the auction in order to be valid; in the remainder please refer to Clause 3.

11. Miscellaneous Provisions

11.1 These General Auction Terms shall govern all relations between the buyer and VAN HAM. The buyer's general commercial terms and conditions shall not be valid. No subsidiary oral agreements have been made. Any amendments shall be made in writing.

11.2 The place of performance and place of jurisdiction for business transactions shall exclusively be Cologne. German law shall apply; the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

11.3 The aforementioned provisions shall also apply mutatis mutandis to the private sale of items consigned for auction and, in particular, to post-sales, which are not governed by the provisions on distance sales as they form part of the respective auctions.

11.4 In the event that any of the above provisions are invalid in whole or in part, the validity of the remaining provisions shall be unaffected. The invalid provision shall be replaced by a valid provision which most closely resembles the commercial content of the invalid provision. This applies correspondingly if the contract contains a gap in need of amendment. In cases of doubt the German version of the General Auction Terms shall prevail. Translations into other languages merely serve as a guide.

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