

# GENEVA WINE CONDITIONS OF SALE

## BUYING AT CHRISTIE'S

### CONDITIONS OF SALE

These Conditions of Sale and the Important Notices and Explanation of Cataloguing Practice set out the terms on which we offer the **lots** listed in this catalogue for sale. By registering to bid and/or by bidding at auction you agree to these terms so you should read them carefully before doing so. You will find a glossary at the end explaining the meaning of the words and expressions coloured in bold.

Unless we own a **lot** ( $\Delta$  symbol), Christie's acts as agent for the seller.

### A • BEFORE THE SALE

#### 1 • DESCRIPTION OF LOTS

- (a) Certain words used in the **catalogue description** have special meanings. You can find details of these on the page headed 'Important Notices and Explanation of Cataloguing Practice' which forms part of these terms. You can find a key to the Symbols found next to certain catalogue entries under the section of the catalogue called 'Symbols Used in this Catalogue'.
- (b) Our description of any **lot** in the catalogue, any **condition** report and any other statement made by us (whether orally or in writing) about any **lot**, including about its nature or **condition**, artist, period, materials, approximate dimensions or **provenance** are our opinion and not to be relied upon as a statement of fact. We do not carry out in-depth research of the sort carried out by professional historians and scholars. All dimensions and weights are approximate only.

#### 2 • OUR RESPONSIBILITY FOR OUR DESCRIPTION OF LOTS

We do not provide any guarantee in relation to the nature of a **lot** apart from our **authenticity warranty** contained in paragraph E2 and to the extent provided in paragraph I below.

#### 3 • CONDITION

- (a) The **condition** of **lots** sold in our 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**. **Lots** are sold 'as is', 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 Christie's or by the seller.
- (b) Any reference to **condition** in a catalogue entry or in a **condition** report will not amount to a full description of **condition**, and images may not show a **lot** clearly. Colours and shades may look different in print or on screen to how they look on physical inspection. **Condition** reports may be available to help you evaluate the **condition** of a **lot**. **Condition** reports are provided free of charge as a convenience to our buyers and are for guidance only. They offer our opinion but they may not refer to all faults, inherent defects, restoration, alteration or adaptation because our staff are not professional restorers or conservators. For that reason they are not an alternative to examining a **lot** in person or taking your own professional advice. It is your responsibility to ensure that you have requested, received and considered any **condition** report.

#### 4 • ESTIMATES

**Estimates** are based on the **condition**, rarity, quality and **provenance** of the **lots** and on prices recently

paid at auction for similar property. **Estimates** can change. Neither you, nor anyone else, may rely on any **estimates** as a prediction or guarantee of the actual selling price of a **lot** or its value for any other purpose. **Estimates** do not include the **buyer's premium** or any applicable taxes.

## 5 • WITHDRAWAL

Christie's may, at its option, withdraw any **lot** at any time prior to or during the sale of the **lot**. Christie's has no liability to you for any decision to withdraw.

## 6 • WINE

Please see the Important Notices and Explanation of Cataloguing Practice section of this catalogue for further details. These important notices and explanations form part of these Conditions of Sale.

# B • REGISTERING TO BID

## 1 • NEW BIDDERS

- (a) If this is your first time bidding at Christie's or you are a returning bidder who has not bought anything from any of our salerooms within the last two years you must register at least 48 hours before an auction to give us enough time to process and approve your registration. We may, at our option, decline to permit you to register as a bidder. You will be asked for the following:
- (i) for individuals: Photo identification (driving licence, national identity card or passport) and, if not shown on the ID document, proof of your current address (for example, a current utility bill or bank statement).
  - (ii) for corporate clients: Your Certificate of Incorporation or equivalent document(s) showing your name and registered address together with documentary proof of directors and beneficial owners; and
  - (iii) for trusts, partnerships, offshore companies and other business structures, please contact us in advance to discuss our requirements. For help, please contact our Client Services on +41 22 319 1766.
- (b) We may also ask you to give us a financial reference and/or a deposit as a condition of allowing you to bid. For help, please contact our Client Services on +41 22 319 1766.

## 2 • RETURNING BIDDERS

We may at our option ask you for current identification as described in paragraph B1(a) above, a financial reference or a deposit as a condition of allowing you to bid. If you have not bought anything from any of our salerooms in the last two years or if you want to spend more than on previous occasions, please contact our Client Services on +41 22 319 1766.

## 3 • IF YOU FAIL TO PROVIDE THE RIGHT DOCUMENTS

If in our opinion you do not satisfy our bidder identification and registration procedures including, but not limited to completing any anti-money laundering and/or anti-terrorism financing checks we may require to our satisfaction, we may refuse to register you to bid, and if you make a successful bid, we may cancel the contract for sale between you and the seller.

## 4 • BIDDING ON BEHALF OF ANOTHER PERSON

- (a) **As authorised bidder:** If you are bidding on behalf of another person, that person will need to

complete the registration requirements above before you can bid, and supply a signed letter authorising you to bid for him/her.

- (b) **As agent for an undisclosed principal:** If you are bidding as an agent for an undisclosed principal (the ultimate buyer(s)), you accept personal liability to pay the **purchase price** and all other sums due.

A bidder accepts personal liability to pay the **purchase price** and all other sums due unless it has been agreed in writing with Christie's before commencement of the auction that the bidder is acting as an agent on behalf of a named third party acceptable to Christie's and that Christie's will only seek payment from the named third party.

## 5 • BIDDING IN PERSON

If you wish to bid in the saleroom you must register for a numbered bidding paddle at least 30 minutes before the auction. You may register online at [www.christies.com](http://www.christies.com) or in person. For help, please contact the Client Services on +41 22 319 1766.

## 6 • BIDDING SERVICES

The bidding services described below are a free service offered as a convenience to our clients and Christie's is not responsible for any error (human or otherwise), omission or breakdown in providing these services.

### (a) **Phone Bids**

Your request for this service must be made no later than 24 hours prior to the auction. We will accept bids by telephone for **lots** only if our staff are available to take the bids. If you need to bid in a language other than in English, you must arrange this well before the auction. We may record telephone bids. By bidding on the telephone, you are agreeing to us recording your conversations. You also agree that your telephone bids are governed by these Conditions of Sale.

### (b) **Internet Bids on Christie's LIVE™**

For certain auctions we will accept bids over the Internet. Please visit [www.christies.com/livebidding](http://www.christies.com/livebidding) and click on the 'Bid Live' icon to see details of how to watch, hear and bid at the auction from your computer. As well as these Conditions of Sale, internet bids are governed by the Christie's LIVE™ terms of use which are available on [www.christies.com](http://www.christies.com).

### (c) **Written Bids**

You can find a Written Bid Form at any Christie's office or by choosing the sale and viewing the **lots** online at [www.christies.com](http://www.christies.com). We must receive your completed Written Bid at least 24 hours before the auction. Bids must be placed in the currency of the saleroom. The **auctioneer** will take reasonable steps to carry out written bids at the lowest possible price, taking into account the **reserve**. If you make a written bid on a **lot** which does not have a **reserve** and there is no higher bid than yours, we will bid on your behalf at around 50% of the low **estimate** or, if lower, the amount of your bid. If we receive written bids on a **lot** for identical amounts, and at the auction these are the highest bids on the **lot**, we will sell the **lot** to the bidder whose written bid we received first.

# C • CONDUCTING THE SALE

## 1 • WHO CAN ENTER THE AUCTION

We may, at our option, refuse admission to our premises or decline to permit participation in any auction or to reject any bid.

## 2 • RESERVES

Unless otherwise indicated, all **lots** are subject to a **reserve**. We identify **lots** that are offered without **reserve** with the symbol • next to the **lot** number. The **reserve** cannot be more than the **lot's low estimate**.

## 3 • AUCTIONEER'S DISCRETION

The **auctioneer** can at his sole option:

- (a) refuse any bid;
- (b) move the bidding backwards or forwards in any way he or she may decide, or change the order of the **lots**;
- (c) withdraw any **lot**;
- (d) divide any **lot** or combine any two or more **lots**;
- (e) reopen or continue the bidding even after the hammer has fallen; and
- (f) in the case of error or dispute related to bidding and whether during or after the auction, to continue the bidding, determine the successful bidder, cancel the sale of the **lot**, or reoffer and resell any **lot**. If you believe that the **auctioneer** has accepted the successful bid in error, you must provide a written notice detailing your claim within 3 business days of the date of the auction. The **auctioneer** will consider such claim in good faith. If the **auctioneer**, in the exercise of his or her discretion under this paragraph, decides after the auction is complete, to cancel the sale of a **lot**, or reoffer and resell a **lot**, he or she will notify the successful bidder no later than by the end of the 7th calendar day following the date of the auction. The **auctioneer's** decision in exercise of this discretion is final. This paragraph does not in any way prejudice Christie's ability to cancel the sale of a **lot** under any other applicable provision of these Conditions of Sale, including the rights of cancellation set forth in section B(3), E(2)(i), F(4) and J(1).

## 4 • BIDDING

The **auctioneer** accepts bids from:

- (a) bidders in the saleroom;
- (b) telephone bidders, and internet bidders through 'Christie's LIVE™ (as shown above in Section B6); and
- (c) written bids (also known as absentee bids or commission bids) left with us by a bidder before the auction.

## 5 • BIDDING ON BEHALF OF THE SELLER

The **auctioneer** may, at his or her sole option, bid on behalf of the seller up to but not including the amount of the **reserve** either by making consecutive bids or by making bids in response to other bidders. The **auctioneer** will not identify these as bids made on behalf of the seller and will not make any bid on behalf of the seller at or above the **reserve**. If **lots** are offered without **reserve**, the **auctioneer** will generally decide to open the bidding at 50% of the **low estimate** for the **lot**. If no bid is made at that level, the **auctioneer** may decide to go backwards at his or her sole option until a bid is made, and then continue up from that amount. In the event that there are no bids on a **lot**, the **auctioneer** may deem such **lot** unsold.

## 6 • BID INCREMENTS

Bidding generally starts below the low **estimate** and increases in steps (bid increments). The **auctioneer** will decide at his or her sole option where the bidding should start and the bid increments.

## 7 • CURRENCY CONVERTER

The saleroom video screens (and Christies LIVETM) may show bids in some other major currencies as well as Swiss Francs. Any conversion is for guidance only and we cannot be bound by any rate of exchange used. Christie's is not responsible for any error (human or otherwise), omission or breakdown in providing these services.

## 8 • SUCCESSFUL BIDS

Unless the **auctioneer** decides to use his or her discretion as set out in paragraph C3 above, when the **auctioneer**'s hammer strikes, we have accepted the last bid. This means a contract for sale has been formed between the seller and the successful bidder. We will issue an invoice only to the registered bidder who made the successful bid. While we send out invoices by post and/or email after the auction, we do not accept responsibility for telling you whether or not your bid was successful. If you have bid by written bid, you should contact us by telephone or in person as soon as possible after the auction to get details of the outcome of your bid to avoid having to pay unnecessary storage charges.

## 9 • LOCAL BIDDING LAWS

You agree that when bidding in any of our sales that you will strictly comply with all local laws and regulations in force at the time of the sale for the relevant sale site.

# D • THE BUYER'S PREMIUM AND TAXES

## 1 • THE BUYER'S PREMIUM

In addition to the **hammer price**, the successful bidder agrees to pay us a **buyer's premium** on the **hammer price** of each **lot** sold. On all **lots** we charge 25% of the **hammer price** up to and including CHF 600,000, 20% on that part of the **hammer price** over CHF 600,000 and up to and including CHF 6,000,000, and 14.5% of that part of the **hammer price** above CHF 6,000,000.

**Exception:** the **buyer's premium** for Wine and Cigars is 22.5% of the **hammer price** sold.

VAT will be added to the **buyer's premium** and is payable by you. The VAT may not be shown separately on our invoice because of tax laws. You may be eligible to have a VAT refund in certain circumstances if the **lot** is exported. Please see the "VAT refunds: what can I reclaim?" section of 'VAT Symbols and Explanation' for further information.

## 2 • TAXES

The successful bidder is responsible for all applicable tax including any VAT, sales or compensating use tax or equivalent tax wherever they arise on the hammer price and/or the **buyer's premium**. VAT charges and refunds depend on the particular circumstances of the buyer. It is the buyer's responsibility to ascertain and pay all taxes due. VAT is payable on the **buyer's premium** and, for some **lots**, VAT is payable on the hammer price. Further information can be found in the 'VAT Symbols and Explanation.' section of our catalogue. In all circumstances EU and Swiss law takes precedence. For **lots** Christie's ships to the United States, a sales or use tax may be due on the hammer price, **buyer's premium** and/or any other charges on the **lot**, regardless of the nationality or citizenship of the purchaser. Christie's will collect sales tax where legally required. The applicable sales tax rate will be determined based upon the state, county, or locale to which the **lot** will be shipped. Successful bidders claiming an exemption from sales tax must provide appropriate documentation to Christie's prior to the release of the **lot**. For

shipments to those states for which Christie's is not required to collect sales tax, a successful bidder may be required to remit use tax to that state's taxing authorities. Christie's recommends you obtain your own independent tax advice with further questions.

## **E • WARRANTIES**

### **1 • SELLER'S WARRANTIES**

For each **lot**, the seller gives a **warranty** that the seller:

- (a) is the owner of the **lot** or a joint owner of the **lot** acting with the permission of the other co-owners or, if the seller is not the owner or a joint owner of the **lot**, has the permission of the owner to sell the **lot**, or the right to do so in law; and
- (b) has the right to transfer ownership of the **lot** 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 **purchase price** (as defined in paragraph F1(a) below) paid by you to us.

The seller will not be responsible to you 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 **lot** other than as set out above and, as far as the seller is allowed by law, all warranties from the seller to you, and all other obligations upon the seller which may be added to this agreement by law, are excluded.

### **2 • AUTHENTICITY WARRANTY IN RELATION TO WINES AND SPIRITS**

- (a) Subject to the obligations accepted by Christie's under this **authenticity warranty**, none of the seller, Christie's, its employees or agents is responsible for the correctness of any statement as to the authorship, origin, date, age, attribution, genuineness or **provenance** of any **lot**, for any other error of description or for any fault or defect in any **lot** and no **warranty** whatsoever is given by the seller. Christie's, its employees or agents in respect of any **lot** and any express or implied **condition** or **warranty** is hereby excluded.
- (b) If (1) within twenty-one days of the date of the auction, Christie's has received notice in writing from the buyer of any **lot** that in his view the **lot** was at the date of the auction short or ullaged or that any statement of opinion in the catalogue was not well founded, (2) within fourteen days of such notice, Christie's has the **lots** in its possession in the same **condition** as at the date of the auction and (3) within a reasonable time thereafter, the buyer satisfies Christie's that the **lot** was notified in writing by the buyer (as above) and that the buyer is able to transfer a good and marketable title to the **lot** free from any lien or encumbrance, Christie's will set aside the sale and refund the buyer any amount paid by the buyer in respect of the **lot** provided that the buyer shall have no rights under this **authenticity warranty** if:
  - (i) the defect is mentioned in the catalogue; or
  - (ii) the **catalogue description** as the date of the auction was in accordance with the then generally accepted opinion of scholars or experts fairly indicated there to be a conflict of such opinion; or
  - (iii) it can be established that the **lot** was notified in writing by the buyer (as above) only by means of a scientific process not generally accepted for use until after the publication of the catalogue or by means of a process which at the date of the auction was unreasonably expensive or impracticable or likely to have caused damage to the **lot**. (See also notes on ullages and corks in the Important Notices and Explanation of Cataloguing Practice section of this catalogue).
- (c) The buyer shall not be entitled to claim under this **authenticity warranty** for more than the amount paid by him for the **lot** and in particular shall have no claim for any loss, consequential loss

or damage whether direct or indirect suffered by him.

- (d) The benefit of this **authenticity warranty** shall not be assignable and shall rest solely and exclusively with the buyer who shall be the person to whom the original invoice was made out by Christie's in respect of the **lot** when sold and who has since the sale retained uninterrupted, unencumbered ownership thereof.

### 3 • YOUR WARRANTIES

- (a) You warrant that the funds used for settlement are not connected with any criminal activity, including tax evasion, and you are neither under investigation, nor have you been charged with or convicted of money laundering, terrorist activities or other crimes.
- (b) Where you are bidding on behalf of another person, you warrant that:
- (i) you have conducted appropriate customer due diligence on the ultimate buyer(s) of the **lot(s)** in accordance with all applicable anti-money laundering and sanctions laws, consent to us relying on this due diligence, and you will retain for a period of not less than 5 years the documentation evidencing the due diligence. You will make such documentation promptly available for immediate inspection by an independent third-party auditor upon our written request to do so;
  - (ii) the arrangements between you and the ultimate buyer(s) in relation to the **lot** or otherwise do not, in whole or in part, facilitate tax crimes;
  - (iii) you do not know, and have no reason to suspect, that the funds used for settlement are connected with, the proceeds of any criminal activity, including tax evasion, or that the ultimate buyer(s) are under investigation, or have been charged with or convicted of money laundering, terrorist activities or other crimes.

## F • PAYMENT

### 1 • HOW TO PAY

- (a) Immediately following the auction, you must pay the **purchase price** being:
- (i) the **hammer price**; and
  - (ii) the **buyer's premium**; and
  - (iii) any amounts due under section D2 above; and
  - (iv) any duties, goods, sales, use, compensating or service tax or VAT.

Please note that the **purchase price** is exclusive of, and the buyer shall be responsible for:

- (v) any charge for storage from the date of the auction;
  - (vi) any charge for subsequent packing or carriage; and
  - (vii) if you choose to take wines offered in bond duty paid, applicable excise duty and clearance VAT. Payment is due no later than by the end of the seventh calendar day following the date of the auction (the '**due date**').
- (b) We will only accept payment from the registered bidder. Once issued, we cannot change the buyer's name on an invoice or re-issue the invoice in a different name. You must pay immediately even if you want to export the **lot** and you need an export licence.
- (c) You must pay for **lots** bought at Christie's in Switzerland in the currency stated on the invoice in

one of the following ways:

(i) **Wire transfer**

You must make payments to:

Credit Suisse, Case Postale 100, 1211 Geneva 70, Switzerland. Account number: 161766 - 41, Clearing: 4835, Swift code: CRESCHZZ12A. IBAN (international bank account number): CH30 0483 5016 1766 4100 0.

(ii) **Credit Card**

We accept most major credit cards subject to certain conditions. You may make payment via credit card in person. You may also make a 'cardholder not present' (CNP) payment by calling Christie's Post-Sale Services Department on +41 22 319 1780 or, for some sales, by logging into your MyChristie's account and going to: [www.christies.com/mychristies](http://www.christies.com/mychristies). Details of the conditions and restrictions applicable to credit card payments are available from our Post-Sale Services Department, whose details are set out in paragraph (f) below.

If you pay for your purchase using a credit card issued outside the region of the sale, depending on the type of credit card and account you hold, the payment may incur a cross-border transaction fee. If you think this may apply to you, please check with your credit card issuer before making the payment. We **reserve** the right to charge you any transaction or processing fees which we incur when processing your payment.

Please note that for sales that permit online payment, certain transactions will be ineligible for credit card payment.

(iii) **Cash**

We accept cash subject to a maximum of CHF 12,500 per buyer per year at our Client Service Department only (subject to conditions).

(iv) **Banker's draft**

We do not accept banker's drafts for sales in Switzerland.

(v) **Cheque**

We do not accept personal or company cheques for sales in Switzerland.

- (d) You must quote the sale number, the **lot** number(s), your invoice number and Christie's client account number when making a payment.
- (e) Please note that we will only accept payment from the registered bidder. Once issued, we cannot change the buyer's name on the invoice or re-issue the invoice in a different name. You must pay immediately even if you want to export the **lot** and you need an export licence.
- (f) For more information please contact our Client Service Department by phone on +41 22 319 1766 or fax on +41 22 319 1767.

## 2 • TRANSFERRING OWNERSHIP TO YOU

If you make the highest bid accepted by the **auctioneer**, you will be the buyer of the **lot**. The striking of the **auctioneer's** hammer marks the conclusion of a contract of sale between the seller and you. However, ownership in the **lot** will only transfer from the seller to you once we have received full and clear payment of the **purchase price**. The **lot** will not be released until we have received full payment of the **purchase price**.



### 3 • TRANSFERRING RISK TO YOU

The risk in and responsibility for the **lot** will transfer to you from whichever is the earlier of the following:

- (a) When you collect the **lot**; or
- (b) At the end of the 30th day following the date of the auction or, if earlier, the date the **lot** is taken into care by a third party warehouse as set out on the page headed 'Storage and Collection', unless we have agreed otherwise with you.

### 4 • WHAT HAPPENS IF YOU DO NOT PAY

- (a) If you fail to pay us the **purchase price** in full by the **due date**, we will be entitled to do one or more of the following (as well as enforce our rights under paragraph F5 and any other rights or remedies we have by law):
  - (i) to charge interest from the **due date** at a rate of 1% per month on the unpaid amount due;
  - (ii) we can cancel the sale of the **lot**. If we do this, we may sell the **lot** again, publicly or privately on such terms we shall think necessary or appropriate, in which case you must pay us any shortfall between the **purchase price** and the proceeds from the resale. You must also pay all costs, expenses, losses, damages and legal fees we have to pay or may suffer and any shortfall in the seller's commission on the resale;
  - (iii) we can pay the seller an amount up to the net proceeds payable in respect of the amount bid by your default in which case you acknowledge and understand that Christie's will have all of the rights of the seller to pursue you for such amounts;
  - (iv) we can hold you legally responsible for the **purchase price** and may begin legal proceedings to recover it together with other losses, interest, legal fees and costs as far as we are allowed by law;
  - (v) we can take what you owe us from any amounts which we or any company in the **Christie's group** may owe you (including any deposit or other part-payment which you have paid to us);
  - (vi) we can, at our option, reveal your identity and contact details to the seller;
  - (vii) we can reject at any future auction any bids made by or on behalf of the buyer or to obtain a deposit from the buyer before accepting any bids;
  - (viii) to exercise all the rights and remedies of a person holding security over any property in our possession owned by you, 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. You will be deemed to have granted such security to us and we may retain such property as collateral security for your obligations to us; and
  - (ix) we can take any other action we see necessary or appropriate.
- (b) If you owe money to us or to another **Christie's group** company, we can use any amount you do pay, including any deposit or other part-payment you have made to us, or which we owe you, to pay off any amount you owe to us or another **Christie's group** company for any transaction.
- (c) If you make payment in full after the **due date**, and we choose to accept such payment we may charge you storage and transport costs from the date that is 30 calendar days following the auction in accordance with paragraphs Gd(i) and (ii). In such circumstances paragraph Gd(iv) shall apply.

### 5 • KEEPING YOUR PROPERTY

If you owe money to us or to another **Christie's group** company, as well as the rights set out in F4 above, we can use or deal with any of your property we hold or which is held by another **Christie's group** company in any way we are allowed to by law. We will only release your property to you after you pay us or the relevant **Christie's group** company in full for what you owe. However, if we choose, we can also sell your property in any way we think appropriate. We will use the proceeds of the sale against any amounts you owe us and we will pay any amount left from that sale to you. If there is a shortfall, you must pay us any difference between the amount we have received from the sale and the amount you owe us.

## **G • COLLECTION AND STORAGE**

### **1 • COLLECTION**

- (a) All wines lie at our third party wine storage facility, Fert & Cie, unless otherwise indicated. We ask that you collect purchased **lots** promptly following the auction (but note that you may not collect any **lot** until you have made full and clear payment of all amounts due to us).
- (b) Information on collecting **lots** from Fert & Cie is set out on the storage and collection page and on an information sheet which you can get from the bidder registration staff or Christie's Post Sale Services Department +41 22 319 1780.
- (c) If you do not collect any **lot** promptly following the auction we can, at our option, remove the **lot** to another Christie's location or an affiliate or third party warehouse.
- (d) If you do not collect a **lot** within the period set out in the storage and collection page then, unless otherwise agreed in writing:
  - (i) we will charge you storage costs from that date.
  - (ii) we can, at our option, move the **lot** to or within an affiliate or third party warehouse and charge you transport costs and handling fees for doing so.
  - (iii) we may sell the **lot** in any commercially reasonable way we think appropriate.
  - (iv) the storage terms shall apply.
  - (v) Nothing in this paragraph is intended to limit our rights under paragraph F4.

## **H • TRANSPORT AND SHIPPING**

### **1 • TRANSPORT AND SHIPPING**

We will enclose a transport and shipping form with each invoice sent to you. You must make all transport and shipping arrangements. However, we can arrange to pack, transport and ship your property if you ask us to and pay the costs of doing so. We recommend that you ask us for an **estimate**, especially for any large items or items of high value that need professional packing before you bid. We may also suggest other handlers, packers, transporters or experts if you ask us to do so. For more information, please contact Christie's Art Transport on +41 (0)22 319 1717. See the information set out at [www.christies.com/shipping](http://www.christies.com/shipping) or contact us at [shippinggeneva@christies.com](mailto:shippinggeneva@christies.com). We will take reasonable care when we are handling, packing, transporting and shipping a **lot**. However, if we recommend another company for any of these purposes, we are not responsible for their acts, failure to act or neglect.

### **2 • EXPORT AND IMPORT**

Any **lot** sold at auction may be affected by laws on exports from the country in which it is sold and the

import restrictions of other countries. Many countries require a declaration of export for property leaving the country and/or an import declaration on entry of property into the country. Local laws may prevent you from importing a **lot** or may prevent you selling a **lot** in the country you import it into. We will not be obliged to cancel your purchase and refund the **purchase price** if your **lot** may not be exported, imported or it is seized for any reason by a government authority. It is your responsibility to determine and satisfy the requirements of any applicable laws or regulations relating to the export or import of any **lot** you purchase.

- (a) You alone are responsible for getting advice about and meeting the requirements of any laws or regulations which apply to exporting or importing any **lot** prior to bidding. If you are refused a licence or there is a delay in getting one, you must still pay us in full for the **lot**. We may be able to help you apply for the appropriate licences if you ask us to and pay our fee for doing so. However, we cannot guarantee that you will get one. For more information, please contact Christie's Art Transport Department on +41 (0)22 319 1717. See the information set out at [www.christies.com/shipping](http://www.christies.com/shipping) or contact us at [shippinggeneva@christies.com](mailto:shippinggeneva@christies.com).

(b) **Lots made of protected species**

**Lots** made of or including (regardless of the percentage) endangered and other protected species of wildlife are marked with the symbol ~ in the catalogue. This material includes, among other things, ivory, tortoiseshell, crocodile skin, rhinoceros horn, whalebone, certain species of coral, and Brazilian rosewood. You should check the relevant customs laws and regulations before bidding on any **lot** containing wildlife material if you plan to import the **lot** into another country. Several countries refuse to allow you to import property containing these materials, and some other countries require a licence from the relevant regulatory agencies in the countries of exportation as well as importation. In some cases, the **lot** can only be shipped with an independent scientific confirmation of species and/or age and you will need to obtain these at your own cost. If a **lot** contains elephant ivory, or any other wildlife material that could be confused with elephant ivory (for example, mammoth ivory, walrus ivory, helmeted hornbill ivory), further restrictions and requirements apply if you are proposing to import the **lot** into the USA. We will not be obliged to cancel your purchase and refund the **purchase price** if your **lot** may not be exported, imported or it is seized for any reason by a government authority. It is your responsibility to determine and satisfy the requirements of any applicable laws or regulations relating to the export or import of property containing such protected or regulated material.

For all symbols and other markings referred to in paragraph H2, please note that **lots** are marked as a convenience to you, but we do not accept liability for errors or for failing to mark **lots**.

## **I • OUR LIABILITY TO YOU**

- (a) We give no **warranty** in relation to any statement made, or information given, by us or our representatives or employees, about any **lot** other than as set out in the **authenticity warranty** and, as far as we are allowed by law, all warranties and other terms which may be added to this agreement by law are excluded. The seller's warranties contained in paragraph E1 are their own and we do not have any liability to you in relation to those warranties.
- (b) (i) We are not responsible to you for any reason (whether for breaking this agreement or any other matter relating to your purchase of, or bid for, any **lot**) other than in the event of fraud or fraudulent misrepresentation by us or other than as expressly set out in these Conditions of Sale; or (ii) We do not give any representation, **warranty** or guarantee or assume any liability of any kind in respect of any **lot** with regard to merchantability, fitness for a particular purpose, description, size, quality, **condition**, attribution, **authenticity**, rarity, importance, medium, **provenance**, exhibition history, literature, or historical relevance. Except as required by local law, any **warranty** of any kind is excluded by this paragraph.
- (c) In particular, please be aware that our written and telephone bidding services, Christie's LIVE™, **condition** reports, currency converter and saleroom video screens are free services and we are not responsible to you for any error (human or otherwise), omission or breakdown in these services.

- (d) We have no responsibility to any person other than a buyer in connection with the purchase of any **lot**.
- (e) If, in spite of the terms in paragraphs (a) to (d) or E2(i) above, we are found to be liable to you for any reason, we shall not have to pay more than the **purchase price** paid by you to us. We will not be responsible to you for any reason for loss of profits or business, loss of opportunity or value, expected savings or interest, costs, damages, or expenses.
- (f) We have sole discretion as to whether or not we accept a **lot** for sale. The fact that you purchased a **lot** from Christie's in the past is not a guarantee that we will offer the **lot** for sale in the future. Our decision to accept a **lot** for sale may be based on many factors including, but not limited to, updated company policies or expert opinion.

## **J • OTHER TERMS**

### **1 • OUR ABILITY TO CANCEL**

In addition to the other rights of cancellation contained in this agreement, we can cancel a sale of a **lot** if we reasonably believe that completing the transaction is, or may be, unlawful or that the sale places us or the seller under any liability to anyone else or may damage our reputation.

### **2 • RECORDINGS**

We may videotape and record proceedings at any auction. We will keep any personal information confidential, except to the extent disclosure is required by law. However, we may, through this process, use or share these recordings with another **Christie's group** company and marketing partners to analyse our customers and to help us to tailor our services for buyers. If you do not want to be videotaped, you may make arrangements to make a telephone or written bid or bid on Christie's LIVE™ instead. Unless we agree otherwise in writing, you may not videotape or record proceedings at any auction.

### **3 • COPYRIGHT**

We own the copyright in all images, illustrations and written material produced by or for us relating to a **lot** (including the contents of our catalogues unless otherwise noted in the catalogue). You cannot use them without our prior written permission. We do not offer any guarantee that you will gain any copyright or other reproduction rights to the **lot**.

### **4 • ENFORCING THIS AGREEMENT**

If a court finds that any part of this agreement is not valid or is illegal or impossible to enforce, that part of the agreement will be treated as being deleted and the rest of this agreement will not be affected.

### **5 • TRANSFERRING YOUR RIGHTS AND RESPONSIBILITIES**

You may not grant a security over or transfer your rights or responsibilities under these terms on the contract of sale with the buyer unless we have given our written permission. This agreement will be binding on your successors or estate and anyone who takes over your rights and responsibilities.

### **6 • TRANSLATIONS**

If we have provided a translation of this agreement, we will use this original version in deciding any issues or disputes which arise under this agreement.

## 7 • PERSONAL INFORMATION

We will hold and process your personal information and may pass it to another **Christie's group** company for use as described in, and in line with, our privacy notice at [www.christies.com/about-us/contact/privacy](http://www.christies.com/about-us/contact/privacy) and if you are a resident of California you can see a copy of our California Consumer Privacy Act statement at <https://www.christies.com/about-us/contact/ccpa>.

## 8 • WAIVER

No failure or delay to exercise any right or remedy provided under these Conditions of Sale shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 9 • LAW AND DISPUTES

This agreement, and any contractual or non-contractual dispute arising out of or in connection with this agreement, will be governed by Swiss law, excluding the Convention on Contracts for the International Sale of Goods. Before either you or we start any court proceedings and if you and we agree, you and we will try to settle the dispute by mediation in accordance with the Swiss Rules of Mediation of the Swiss Chambers' Arbitration Institution. If the dispute is not settled by mediation, you agree for our benefit that the dispute will be referred to and dealt with exclusively in the cantonal courts located in Christie's place of business, subject to any appeal to the Swiss Federal Supreme Court; however, we will have the right to bring proceedings against you in any other court.

## 10 • REPORTING ON WWW.CHRISTIES.COM

Details of all **lots** sold by us, including **catalogue descriptions** and prices, may be reported on [www.christies.com](http://www.christies.com). Sales totals are hammer price plus **buyer's premium** and do not reflect costs, financing fees, or application of buyer's or seller's credits. We regret that we cannot agree to requests to remove these details from [www.christies.com](http://www.christies.com).

## K • GLOSSARY

**auctioneer:** the individual **auctioneer** and/or Christie's.

**authentic:** a genuine example, rather than a copy or forgery of:

- (i) the work of a particular artist, author or manufacturer, if the **lot** is described in the **Heading** as the work of that artist, author or manufacturer;
- (ii) a work created within a particular period or culture, if the **lot** is described in the **Heading** as a work created during that period or culture;
- (iii) a work for a particular origin source if the **lot** is described in the **Heading** as being of that origin or source; or
- (iv) in the case of gems, a work which is made of a particular material, if the **lot** is described in the **Heading** as being made of that material.

**authenticity warranty:** the guarantee we give in this agreement regarding a **lot** is **authentic** as set out in section E2 of this agreement.

**buyer's premium:** the charge the buyer pays us along with the hammer price.

**catalogue description:** the description of a **lot** in the catalogue for the auction, as amended by any **saleroom notice**.

**Christie's group:** Christie's International Plc, its subsidiaries and other companies within its corporate group.

**condition:** the physical condition of a **lot**.

**due date:** has the meaning given to it in paragraph F1(a).

**estimate:** the price range included in the catalogue or any **saleroom notice** within which we believe a **lot** may sell. Low **estimate** means the lower figure in the range and high **estimate** means the higher figure. The mid **estimate** is the midpoint between the two. hammer price: the amount of the highest bid the **auctioneer** accepts for the sale of a **lot**.

**Heading:** has the meaning given to it in paragraph E2.

**lot:** an item to be offered at auction (or two or more items to be offered at auction as a group).

**other damages:** any special, consequential, incidental or indirect damages of any kind or any damages which fall within the meaning of 'special', 'incidental' or 'consequential' under local law.

**purchase price:** has the meaning given to it in paragraph F1(a).

**provenance:** the ownership history of a **lot**.

**qualified:** has the meaning given to it in paragraph E2 and **Qualified Headings** means the section headed **Qualified Headings** on the page of the catalogue headed 'Important Notices and Explanation of Cataloguing Practice'.

**reserve:** the confidential amount below which we will not sell a **lot**.

**saleroom notice:** a written notice posted next to the **lot** in the saleroom and on [www.christies.com](http://www.christies.com), which is also read to prospective telephone bidders and notified to clients who have left commission bids, or an announcement made by the **auctioneer** either at the beginning of the sale, or before a particular **lot** is auctioned.

**UPPER CASE type:** means having all capital letters.

**warranty:** a statement or representation in which the person making it guarantees that the facts set out in it are correct.

## VAT SYMBOLS AND EXPLANATION

You can find a glossary explaining the meanings of words coloured in bold on this page at the end of the section of the catalogue headed 'Conditions of Sale'

### VAT payable

<b>Symbol</b>	
<b>No Symbol</b>	No VAT will be charged on the <b>hammer price</b> . VAT at 7.7% will be charged on the <b>buyer's premium</b> .
<b>+</b>	VAT will be charged at 7.7% on both the <b>hammer price</b> and <b>buyer's premium</b> .

### VAT Exemptions/Refunds on Export

1. If you appoint Christie's Art Transport or one of our authorised shippers to arrange export/shipping of your purchased **lots** out of the Swiss customs territory (being Switzerland and the principality of Liechtenstein), we will issue you an export invoice exempt from Swiss VAT. If you later cancel or change the shipment we will issue a revised invoice charging you all applicable tax charges.
2. If you wish to arrange your own export of your purchased **lots** out of the Swiss Customs territory either:
  - a) using your own shipper or by hand carrying your purchase out of the Swiss customs territory; or
  - b) if you request us to deliver your purchase to a Freeport in Switzerland (for non-Swiss resident buyers only); then you must pay all applicable Swiss VAT charges in full, before we release or deliver the **lots** to you or your authorised agents.
3. Please note that Christie's is only able to issue refunds of the applicable Swiss VAT charged in the circumstances outlined in paragraph 2 above, if we receive the following:
  - a) satisfactory evidence of a definitive export of the purchased **lots** out of the Swiss customs territory (being Switzerland and the principality of Liechtenstein). For example a customs stamped Swiss export assessment demonstrating a correct export of the purchased **lots** within (i) three months of the date of the auction for direct exports (not via the Freeport); or (ii) six months from the date of the auction for exports via the Freeport;
  - b) your written confirmation that you have not used the **lot** in Switzerland prior to its export; and
  - c) your written confirmation that you have not and will not request a refund of the Swiss VAT from the Swiss VAT authority.
4. If you have any questions about VAT please contact the Post-Sale Services Department on +41 22 319 1780 or PostSaleSwiss@christies.com.

Hammer price + **Buyer's premium**



**Lots to be exported outside Switzerland**

**Lots to remain inside Switzerland**



Christie's authorized  
shippers

Purchaser arranges their  
own shipment with  
another shipper or  
requests delivery  
to a freeport in  
Switzerland



**Lots will be invoiced  
exclusive VAT**

**Lots will be invoiced  
inclusive VAT\***

**Lots will be invoiced inclusive VAT**

\* Please refer to paragraph 3 above.



## SYMBOLS USED IN THIS CATALOGUE

The meaning of words coloured in bold in this section can be found at the end of the section of the catalogue headed 'Conditions of Sale'

◻ Christie's has a direct financial interest in the **lot**. See Important Notices and Explanation of Cataloguing Practice.

△ Owned by Christie's or another **Christie's group** company in whole or part. See Important Notices and Explanation of Cataloguing Practice.

• **Lot** offered without **reserve** which will be sold to the highest bidder regardless of the pre-sale **estimate** in the catalogue.

◆ Christie's has a direct financial interest in the **lot** and has funded all or part of our interest with the help of someone else. See Important Notices and Explanation of Cataloguing Practice.

~ **Lot** incorporates material from endangered species which could result in export restrictions. See Section H2(b) of the Conditions of Sale.

+ See VAT Symbols and Explanation.

Please note that **lots** are marked as a convenience to you and we shall not be liable for any errors in, or failure to, mark a **lot**.

# IMPORTANT NOTICES AND EXPLANATION OF CATALOGUING PRACTICE

## CHRISTIE'S INTEREST IN PROPERTY CONSIGNED FOR AUCTION

### △ Property Owned in part or in full by Christie's

From time to time, Christie's may offer a **lot** which it owns in whole or in part. Such property is identified in the catalogue with the symbol △ next to its **lot** number.

### ◦ Minimum Price Guarantees

On occasion, Christie's has a direct financial interest in the outcome of the sale of certain **lots** consigned for sale. This will usually be where it has guaranteed to the Seller that whatever the outcome of the auction, the Seller will receive a minimum sale price for the work. This is known as a minimum price guarantee. Where Christie's holds such financial interest we identify such **lots** with the symbol ◦ next to the **lot** number.

### ◦ ◆ Third Party Guarantees/Irrevocable bids

Where Christie's has provided a Minimum Price Guarantee it is at risk of making a loss, which can be significant, if the **lot** fails to sell. Christie's therefore sometimes chooses to share that risk with a third party. In such cases the third party agrees prior to the auction to place an irrevocable written bid on the **lot**. The third party is therefore committed to bidding on the **lot** and, even if there are no other bids, buying the **lot** at the level of the written bid unless there are any higher bids. In doing so, the third party takes on all or part of the risk of the **lot** not being sold. If the **lot** is not sold, the third party may incur a loss. **Lots** which are subject to a third party guarantee arrangement are identified in the catalogue with the symbol ◦ ◆.

In most cases, Christie's compensates the third party in exchange for accepting this risk. Where the third party is the successful bidder, the third party's remuneration is based on a fixed financing fee. If the third party is not the successful bidder, the remuneration may either be based on a fixed fee or an amount calculated against the final hammer price. The third party may also bid for the **lot** above the written bid. Where the third party is the successful bidder, Christie's will report the final **purchase price** net of the fixed financing fee.

Third party guarantors are required by us to disclose to anyone they are advising their financial interest in any **lots** they are guaranteeing. However, for the avoidance of any doubt, if you are advised by or bidding through an agent on a **lot** identified as being subject to a third party guarantee you should always ask your agent to confirm whether or not he or she has a financial interest in relation to the **lot**.

### Other Arrangements

Christie's may enter into other arrangements not involving bids. These include arrangements where Christie's has given the Seller an Advance on the proceeds of sale of the **lot** or where Christie's has shared the risk of a guarantee with a partner without the partner being required to place an irrevocable written bid or otherwise participating in the bidding on the **lot**. Because such arrangements are unrelated to the bidding process they are not marked with a symbol in the catalogue.

### Bidding by parties with an interest

In any case where a party has a financial interest in a **lot** and intends to bid on it we will make a saleroom announcement to ensure that all bidders are aware of this. Such financial interests can include where beneficiaries of an Estate have **reserved** the right to bid on a **lot** consigned by the Estate or where a partner in a risk-sharing arrangement has **reserved** the right to bid on a **lot** and/or notified us of their intention to bid.

## PROCEDURES

This auction will follow the same procedures as Christie's wine auctions in London. Catalogues will be available for sale at all Christie's offices. The sale will be conducted in French. Bids will be in Swiss Francs, per dozen bottles or per **lot**, as indicated in the catalogue. All wines are offered Swiss Duty Paid and will be grouped at Fert & Cie.

## **BIDS**

Christie's will execute all bids free of charge. All telephone bids must be confirmed in writing or by fax 24 hours before the sale. Unfortunately, we cannot accept any bid by telephone during the sale.

## **PAYMENT AND BILLING**

Buyers are reminded that the **buyer's premium** is 22.5% of the hammer price.

Invoices are in Swiss Francs and are mailed the day after the sale. Payments should reach the Geneva Christie's office within seven days. Wine purchases cannot be delivered until Christie's has received full payment of the **purchase price** (including any applicable taxes) in cleared funds.

## **COLLECTION AND DELIVERIES**

### **Deliveries**

All deliveries in Switzerland will be carried out by Fert & Cie Transports S.A. 2 rue Fendt, 1201 Geneva 1.

Contact: Cédric Lefrançois, tel: +41 22 730 47 23, c.lefrancois@fert.ch

Please note that deliveries take place three weeks after the sale.

Delivery charges for wines stored at rue Fendt are as follows:

Handling fees

CHF 50.-

Canton of Geneva

CHF 25.- per 12 bottles (75 cl) (minimum charge of CHF 50.-)

Rest of Switzerland

CHF 40.- per 12 bottles (75 cl) (minimum charge of CHF 70.-)

Obligatory insurance on transport

To CHF49 999.- : CHF15.- per delivery

From CHF50 000.- to CHF99 999.- : 0.3% of the value

From CHF100 000.- to CHF500 000.- : 0.2% of the value

### **Collection**

**Lots** can be collected at Fert & Cie Transports SA only under exceptional circumstances and by prior agreement with Christie's (buyers are asked to note that not all of the wines offered will be available for immediate collection following the sale).

## **OPTIONS TO BUY PARCELS**

A parcel consists of several **lots** of the same wine of identical **lot** size, bottle size and description.

Bidding will start on the first **lot** of the parcel and the successful buyer of that **lot** is entitled to take some or all of the remaining **lots** in the parcel at the same hammer price.

If the buyer of the first **lot** does not take further **lots**, the remaining **lots** of the parcel will be offered in a similar fashion.

We recommend that a bid on a parcel **lot** be placed on the first **lot** of the parcel. If the bid is superseded, Christie's will automatically move your bid to the next identical **lot** and so on.

In all instances, such bids will be handled at the **auctioneer's** discretion.

### **RELEASE OF LOTS**

The issue of Christie's official Delivery Order will constitute delivery.

### **CLASSIFICATIONS**

Bordeaux Classifications in the text are for identification purposes only and are based on the official 1855 classification of the Médoc and other standard sources.

All wines are Château-bottled wines unless stated otherwise.

### **ULLAGES AND CORKS OF OLD WINES**

Wines are described in this catalogue as correctly as can be ascertained at time of going to press, but buyers of old wines must make appropriate allowances for natural variations of ullages, **conditions** of cases, labels, corks and wine. No returns will be accepted.

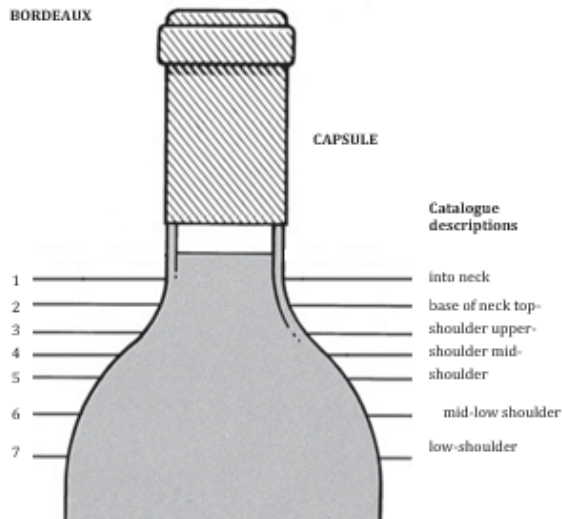
### **ULLAGES**

The amount by which level of wine is short of being full: these levels may vary according to age of the wines and, as far as can be ascertained by inspection prior to the sale, are described in the catalogue.

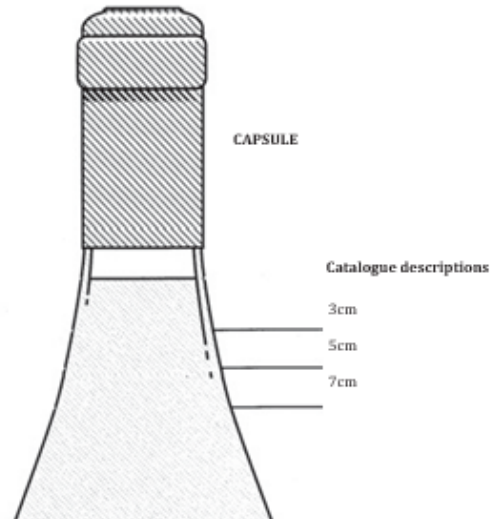
(see notes below)

## LEVEL/ULLAGE DESCRIPTIONS AND INTERPRETATIONS

### BORDEAUX



### BURGUNDY



- 1 into neck: Level of young wines. Exceptionally good in wines over 10 years old.
- 2 base of neck: Perfectly good for any age of wine. Outstandingly good for a wine of 20 years in bottle, or longer.
- 3 top-shoulder: Normal for any claret 15 years old or older.
- 4 upper-shoulder: Slight natural reduction through the easing of the cork and evaporation through cork and capsule. Usually no problem. Acceptable for any wine over 20 years old. Exceptional for pre-1950 wines.

- 5 mid-shoulder: Probably some weakening of the cork and some risk. Not abnormal for wines 30/40 years of age. Estimates usually take this into account.
- 6 mid-low-shoulder: Some risk. Low estimates.
- 7 low-shoulder: Risky and usually only accepted for sale if wine or label exceptionally rare or interesting. Always offered with low estimate.

Because of the slope of shoulder it is impractical to describe levels as mid-shoulder, etc. Wherever appropriate the level between cork and wine will be measured and catalogued in **centimeters**. The condition and drinkability of burgundy is less affected by ullage than its equivalent from Bordeaux. For example, a 5 to 7 cm. ullage in a 30-year-old burgundy can be considered normal, indeed good for age, 3.5 to 4 cm. excellent for age, even 7cm. rarely a risk.

### BOTTLE SIZES

- magnum = two regular bottles
- triple magnum** = three regular bottles
- double-magnum = four regular bottles
- jerohoam = four regular bottles (Burgundy, Champagne)
- jerohoam = six regular bottles (Bordeaux) (or 5 **triple magnum**)
- triple magnum** = eight regular bottles (Bordeaux)
- methuselah = eight regular bottles (Burgundy)

### SPECIAL NOTICE

Though every effort is made to describe or measure the levels of older vintages, corks over 20 years old begin to lose their elasticity and levels can change between cataloguing and sale. Old corks have also been known to fail during or after shipment.

We therefore repeat that there is always a risk of cork failure with old wines and due allowance must be made for this.

Under no circumstances can an adjustment of price or credit be made after delivery except under the terms stated in Paragraph E2 of the Conditions of Sale.

Unless otherwise stated, Bordeaux are château bottled and all wines are bottled in the country of production.

Important note regarding opening of cases and listing of levels: Christie's general policy is to open all wood cases and to describe levels. Bidders must make allowances for reasonable variations in ullage which may be encountered in cases from the 2000 vintage and older. Additionally, all wine from vintages 2000 and younger have levels base of neck or better unless otherwise noted.