

## Information about the sale

The auction titled "Cheek to Cheek" will take place at **three companies of the MAG Group**, according to the following schedule:

10.00 AM = IL PONTE CASA D'ASTE in MILAN from lot 1 to 199;

12.30 AM = MILLON PARIGI from lot 200 to 300;

2.00 PM = MILLON RIVIERA in NICE from lot 301 to 406.

The buyer's commission, uniformly applied by the respective locations, is **28% of the hammer price** (including VAT\* if due). In the event of a purchase via the Drouot Live platform, an **additional commission of 1.5%** (excluding VAT\* if due) will be added.

\*VAT applied will be that of the territory where the lots are being sold.

The Conditions of Sale are those specific to the physical location where the lots are being sold; therefore, we invite you to carefully read both these conditions and the sale information provided here.

The invoicing of purchased lots will be handled by the respective locations, and each location will invoice the lots attributable to it, as well as contact the respective winning bidders.

### Shipping and grouping of lots:

To arrange the collection or shipping of lots, clients are advised to contact the following representatives:

- IL PONTE: Carlotta Nicolosi (0039 (0)28631420; (carlotta.nicolosi@pontonline.com);
- MILLON PARIGI: Benjamin Gaucher (logistique@millon.com);
- MILLON RIVIERA: Julia Dragone (j.dragone@millon-riviera.com)

Clients who need it may request the grouping of purchased lots at one of the three company locations for convenience, after the payment of each invoice.

For purchases made in Italy, at Il Ponte Casa d'Aste, an export license may be required. The auction house is available to submit such requests to the relevant authorities on behalf of the buyer.

### Privacy Notice

The Privacy Policies of each auction house apply to auction participants, as outlined in their respective Conditions of Sale. Data protection regulations apply in reference to the auction house offering the lot for sale.

For the lots in the sessions referred to as Millon (Paris and Riviera), for which Il Ponte Casa d'Aste allows participation via its platform, Il Ponte acts as the data controller on behalf of Millon. In this context, Il Ponte will process the personal data of clients and winning bidders of the Millon (Paris and Riviera) lots solely to facilitate participation in the auction and potential award. Il Ponte will then transmit the winning bidder data to Millon via its platform for the Paris and Riviera lots, and therefore Millon will be responsible for managing obligations arising from the award, including issuing invoices and organizing the delivery or collection of the awarded lot.

## CONDITIONS OF SALE OF THE THREE COMPANIES OF THE MAG GROUP

**MILLON**<sup>TS</sup>

### Conditions specific to jewelry:

The Millon auction house applies the designations according to the technical standards and regulations established by the Confédération Internationale de la Bijouterie, Joaillerie, Orfèverie, des diamants, perles et pierres (C.I.B.J.O), Decree n°2002665 of January 14, 2002.

This nomenclature recognizes two categories for gemstones and organic materials:

- Stones that are described without mention of treatment, as they have received treatment by "the use of colorless fluids and heating, which is recognized as traditional lapidary practices in addition to the cutting and polishing of certain colored stones, as well as the bleaching of pearls".
- Stones modified by other processes", for which we simply mention 'treated' or the type of treatment undergone. Laboratory-detectable treatments cannot be mentioned.

In view of the evolution of treatments observed on stones, it is recommended that they be loosened for any cleaning, maintenance or repair work. The weight of the stones and their purity and color characteristics are given without guarantee and can only be approximate, as they have not been dismantled for rigorous weighing and observation at the sellers' request.

The opinions of the laboratories are provided for information purposes only and are not binding. The functioning of the watches, although tested, cannot be guaranteed at the end of the exhibitions. The absence of any indication as to the condition of the items in no way implies that they are free from defects, as the ex-position enables us to assess the condition of the pieces submitted for auction.

Identification techniques and analytical conclusions concerning the origin and classification of stones and pearls may vary from one laboratory to another. As a result, different results may be obtained from different laboratories.

Indications concerning stones and their quality reflect only the opinion of the laboratory issuing the report. No claim will be accepted if another laboratory issues a different opinion, and neither Maison Millon nor its specialists or experts can be held responsible for this.

A buyer may not ask Millon to carry out a laboratory analysis after the sale. The customer may, however, request an analysis for any non-certified stone, by sending a request to the Jewelry Department, 10 days before the sale. This certificate will be charged to the customer in advance.

## Conditions of sale **MILLON**<sup>TS</sup>

**19 rue de la Grange Batelière 75009 PARIS**

The present General Terms and Conditions of Sale are applicable, for the provisions which concern them, to any person carrying or wishing to carry bids, directly or through an intermediary, on the occasion of the voluntary sale of furniture by public auction which is subject to them, as well as to any person winning the bids.

### DEFINITIONS

- Hereinafter, the following terms are defined as follows:
- Sale : the voluntary sale of furniture by public auction organized by Millon subject to the present general conditions of sale;
- Catalog : list of Lots offered for Sale and information concerning them on any medium published by Millon;
- Lot : good or group of goods offered for Sale under a single number in the Catalogue;
- Auctioneer : person appointed by Millon to receive bids during the Sale and to adjudicate the Lots;
- Vendor : the person who has commissioned Millon to sell his or her property at the Sale;
- Reserve Price : price agreed between the Seller and Millon below which the Lot cannot be sold;
- Purchase Order: power given to Millon by any interested person to bid on his behalf on a determined Lot up to a determined amount;
- Irrevocable Purchase Order : firm, definitive, irrevocable and unconditional offer to purchase a Lot issued by any interested party, with instructions given to Millon to bid progressively on his behalf up to the amount of this offer, without the Lot being awarded to him at a price lower than this amount, and subject to specific financial conditions defined between the parties;
- Successful bidder : the person who, directly or through an intermediary, has made the highest bid before the auctioneer has closed the bidding, and who has purchased the lot;
- Adjudication : moment of formation of the sales contract between the Seller and the Adjudicator, at the close of the auction by the Auctioneer, when the last bid is higher than or equal to the Reserve Price;
- Prix d'Adjudication : price "at the hammer", the amount of which corresponds to that of the last bid made before the auctioneer closes the bidding and awards the Lot to the last bidder;
- Commission d'Adjudication : fee payable by the successful bidder to Millon corresponding to a percentage of the Auction Price, plus applicable VAT;
- Sale Price : the sum of the Auction Price and the Auction Commission;
- Digital Platforms: any online auction platform that may be authorized by Millon to receive bids during the Sale, and in particular " " and " https://drouot.com " ;
- Telephone Auctions : bids placed in the auction room by a member of Millon's staff in telephone communication with the bidder;
- Exclusively Online Bids : bids made without the bidder being able to attend the Sale in person, in the absence of a dedicated room and the organization of a public exhibition of the Lots.

## INFORMATION AND WARRANTIES

All Lots are sold in the condition in which they are found at the time of their Auction, with their potential defects and imperfections.

The fact that the description does not include specific information on the condition of a Lot does not mean that the Lot is free of defects or imperfections.

The information contained in the Catalogue is provided by Millon and the independent experts mentioned in the Catalogue, and may be modified by rectifications, notifications and/or declarations made before the Lots are auctioned, and recorded in the minutes of the Sale.

The information contained in the Catalogue, in particular the characteristics, dimensions, colors, condition of the Lot, incidents, accidents and/or restorations affecting the Lot, cannot be exhaustive, reflects the subjective assessment of the expert who provided it, and cannot therefore be sufficient to convince any interested party to bid without having personally inspected the Lot, once it has been the subject of a public exhibition.

For all Lots whose low estimate in the Catalogue exceeds 2,000 euros, a condition report on the state of conservation may be made available to any interested party on request. All information contained in this report is subject to the personal assessment of the interested party.

In accordance with article L.321-17 paragraph 3 of the French Commercial Code, civil liability claims arising from voluntary sales of furniture by public auction are subject to a limitation period of five years from the date of the Auction.

Lots marked with the symbol "o" contain elephant ivory or rhinoceros horn, the sale of which is free under the exemptions provided for in the Order of May 4, 2017 amending the Order of August 16, 2016 on the prohibition of trade in elephant ivory and rhinoceros horn on national territory, and have been the subject of an intra-Community certificate required for their sale within the territory of the European Union issued by the Direction régionale et interdépartementale de l'environnement, de l'aménagement et des transports (DRIEAT).

Lots preceded by a letter "J" will be sold by [...], a court-appointed auctioneer, and will be subject to a legal sales report and legal sales costs of 12% (excluding VAT) of the Auction Price (i.e. 14.40% (including VAT)) to be borne by the Auctioneer.

A currency conversion system may be set up at the time of the Sale. The counter-values in foreign currencies of bids placed in the room in euros are provided for information only.

## BIDDERS' CHARTER :

By participating in public auctions at MILLON, bidders, whatever their nationality, undertake to comply with article 3 nonies of European Council regulation 2022/428 of March 15, 2022 and its annex XVIII, namely: A ban on the sale and direct or indirect transfer to Russia of works of art, antiques and collectors' items.

This ban also applies to cars, wines and spirits, leather goods, clothing and textiles, precious stones, pearls and jewelry, coins and silverware, porcelain, glass and crystal, watches and musical instruments, as well as electronic and electrical items.

The unit value thresholds applied to this ban are as follows: Works of art, collectors' items and luxury goods: from €300 Land vehicles: from €50,000 (€5,000 for two-wheelers) Electronic items for domestic use: from €750 Electronic sound and image recording devices: from €1,000

By participating in public auctions at MILLON, bidders accept responsibility for any failure to comply with the above obligations.

MILLON is at your disposal for any further information: service-client@millon.com

## DEPOSIT

Millon reserves the right to request a deposit from persons wishing to place bids at the time of their registration.

The amount of this deposit will be automatically deducted by Millon from the Sale Price if the

Bidder has not paid it within 15 days of the Sale.

## PURCHASE ORDERS AND TELEPHONE AUCTIONS

Purchase Orders and Telephone Auction requests are taken into account and executed by Millon free of charge.

Millon will do its utmost to execute Purchase Orders and Telephone Bidding requests received in writing up to two hours prior to the sale.

Millon assumes no responsibility if, in the case of Telephone Auctions, the telephone connection cannot be established or is interrupted.

Although Millon is prepared to accept Telephone Bidding requests up to the end of exhibition hours, it will not accept any responsibility for the non-fulfilment of requests made on the day of the sale.

Telephone exchanges during Telephone Auctions may be recorded.

Any interested party may send Millon an Irrevocable Purchase Order in return for which it may be agreed that the author of the Irrevocable Purchase Order will receive a fixed indemnity or an indemnity proportional to the Auction Price in the event that the Lot is sold to a third party at a price higher than the amount of the bid.

The Irrevocable Purchase Order will be indicated in the Catalogue if Millon receives it before the

Catalogue is published in paper format, and will be mentioned before the Lot concerned is put up for auction.

Any bidder who receives advice from a third party for the purchase of a Lot subject to an Irrevocable Purchase Order must ask this third party to disclose his financial interests in this Lot, and this third party is obliged to disclose them to him.

The act of bidding or attempting to bid on a Lot subject to an Irrevocable Purchase Order while holding a direct or indirect, permanent or occasional community of interest with the author of the Irrevocable Purchase Order, and of agreeing with the latter a financial arrangement of such a nature as to hinder the bidding, is punishable by 6 months' imprisonment and a fine of €22,500 pursuant to article 313-6 of the French penal code.

## BIDDING ON DIGITAL PLATFORMS

Millon cannot be held responsible for the interruption of a Digital Platform service during the Sale or for any other malfunction that may prevent the user from placing bids.

The interruption of a Digital Platform service during the Sale does not necessarily justify the Auctioneer's interruption of the Sale.

In the case of simultaneous sales in the sales room and online, in the event of concomitant bids, the bid placed in the sales room takes precedence over the bid placed on a Digital Platform.

## BIDDING INCREMENTS AND ADJUDICATION

Bidding increments are defined at the discretion of the Auctioneer in charge of the Sale.

If the amount of a bid is deemed insufficient, inconsistent with the amount of the previous bid, or likely to disrupt the proper conduct, fairness and pace of the sale, the Auctioneer may decide not to take it into account.

The Adjudication is materialized by the blow of the hammer and the pronouncement of the word "adjudé" by the Auctioneer and/or the display of the word "adjudé" in the context of auctions on Digital Platforms.

The pronouncement of the word "adjudé" takes precedence over the display of the word "adjudé".

In the event of a bid being placed between the hammer blow and the word "adjudé", the auctioneer will resume the bidding.

In the event of a dispute over the Adjudication of a Lot, i.e. if it is established that two or more bidders have simultaneously made an equivalent bid, either aloud or by sign, and claim the Lot at the same time after the word "adjudé" has been pronounced, the said Lot will be re-auctioned at the price proposed by the competing bidders, and all the public present will be admitted to bid again.

## RESPONSIBILITY OF BIDDERS

By bidding on a Lot, either directly or through an intermediary, bidders assume personal responsibility for payment of the Sale Price plus any duties or taxes due.

Bidders are deemed to be acting in their own name and for their own account unless otherwise specified in writing to Millon prior to the Sale.

Subject to the decision of the authorized Auctioneer, and provided that the final bid is greater than or equal to the Reserve Price, the last bidder will become the Successful Bidder. From the moment of the Auction, the Auctioneer takes full responsibility for the Lots sold.

## COSTS FOR THE SUCCESSFUL BIDDER

The Successful Bidder will pay Millon, in addition to the Auction Price, an Auction Commission equal to a percentage of the Auction Price degressive by tranche defined as follows :

- 28% INCLUSIVE OF TAX\*.
- In addition, the Auction Commission is increased as follows :
- 1.5% excl. tax (i.e. 1.8% incl. tax\*) for Lots purchased on the "https://drouot.com" Live Digital Platform (see "https://drouot.com" Platform CVG).

## APPLICABLE VAT REGIME

In accordance with Article 297-A of the French General Tax Code, Millon is subject to the margin VAT regime. As stated by the Conseil des Maisons de Vente, the regulating authority of the sector, "the VAT on the margin cannot be reclaimed by the buyer, even if they are a professional subject to VAT. Therefore, the sale invoice provided to the winning bidder does not show VAT (there is no mention of net or gross prices or a breakdown of the VAT-inclusive portion of the acquisition fees)."

Exception: Lots marked with the symbol "\*" will be sold under the general VAT regime in accordance with Article 83-I of Law No. 2023-1322 of December 29, 2023. In this case, VAT will apply to the sum of the Auction Price and the buyer's fees, at a reduced rate of 5.5% for artworks, collectibles, and antiques (as defined in Article 98-A-II, II, IV of Annex III to the CGI), and at a rate of 20% for other goods (including jewelry and watches less than 100 years old, automobiles, wines and spirits, and multiples; this list is not exhaustive). When the sold item is subject to the general VAT regime, the VAT amount will be shown on the auction invoice, and the buyer subject to VAT will have the right to reclaim it.

## PAYMENT OF THE SALE PRICE

The sale by public auction is for cash, and the Auctioneer must pay the Sale Price immediately after the Auction, regardless of whether he wishes to remove his Lot from French territory (see "Removal from French territory" below).

The Auctioneer must pay the Sale Price personally, and in particular, in the case of payment from a bank account, must hold this account.

For any invoice payment in excess of €10,000, the origin of the funds will be requested from the Auctioneer in accordance with article L.561-5, 14° of the French Monetary and Financial Code.

Payment may be made as follows:

- in cash, for debts (amount of the slip) less than or equal to €1,000 when the debtor is domiciled for tax purposes in France or is acting in the course of a professional activity, and for debts less than or equal to €15,000 when the debtor can prove that he/she is not domiciled for tax purposes in the territory of the French Republic and is not acting in the course of a professional activity. Fractional payments in cash up to the ceiling and by another means of payment for the balance cannot be accepted.
- by bank or postal cheque, subject to presentation of valid proof of identity (delivery deferred twenty days after payment; foreign cheques not accepted);
- by Visa or Master Card ;
- by bank transfer in euros, to the following address:  
DOMICILIATION : NEUFLIZE OBC  
3, avenue Hoche - 75008 Paris  
IBAN FR76 3078 8009 0002 0609 7000 469  
BIC NSMBFRPPXXX
- by online payment: https://https://millon.com/a-propos/payer-en-ligne/paris ;

Bidders who have placed bids via the Live " " platform will be debited on the bank card registered at the time of their registration for bids under €1,200 within 48 hours of the end of the Sale, unless otherwise indicated.

In the event of the purchase of several lots, unless otherwise indicated by the buyer at the time of partial payment, the latter waives the benefit of article 1342-10 of the French Civil Code and leaves it to Millon to charge his partial payment against his various price debts, in the interest of the parties and seeking the efficiency of all sales contracted.

## LATE PAYMENT

Beyond 30 days following the Sale, any delay in payment will incur late payment penalties. Beyond 30 days following the Sale, any delay in payment will incur late payment penalties equal to 3 times the legal interest rate, as well as a fixed indemnity for collection costs of €40.

Millon subscribes to the TEMIS service, which enables it to consult and update the file of restrictions on access to auction sales ("Fichier TEMIS") operated by Commissaires-Pri-seurs Multimédia (CPM), S.A., whose registered office is located at 37 rue de Châteaud-un, 75009 Paris, France (RCS Paris 437 868 425).

Any Sales Price which remains unpaid to Millon or which has been the subject of a delay in payment is liable to be registered in the TEMIS file.  
For further information, please consult the TEMIS data protection policy: <https://temis.auction/statics/politique-protection-dp-temis.pdf>

#### DEFAULT OF PAYMENT

In the event of non-payment, when the sale is cancelled or the property is resold by reopening the auction in application of the provisions of article L.321-14 of the French Commercial Code, the defaulting successful bidder shall pay Millon a fixed indemnity equal to the amount of the Auction Commission for which it was liable, plus late payment penalties equal to 3 times the legal interest rate beyond 30 days following the Sale, as well as a fixed indemnity for collection costs of €40.

In the event of non-payment, when the property is resold by reiteration of the bids in application of the provisions of article L.321-14 of the French Commercial Code, the defaulting Auctioneer must also pay Millon, acting on behalf of the Seller, the difference between the first Auction Price and the second Auction Price, if the latter is lower than the first, without prejudice to any damages that may be due to the Seller and Millon. Millon also reserves the right to set off any sums owed by the defaulting Auctioneer or to cash any deposit cheques

#### LOT COLLECTION, INSURANCE, STORAGE AND TRANSPORT

Millon will only hand over the Lots sold to the Auctioneer once the full Sale Price has been received.

It is the Auctioneer's responsibility to insure the Lots from the moment of their Auction, as he bears the risks of loss, theft, damage or otherwise from that moment, in accordance with article 1196 of the French Civil Code. Millon declines all responsibility for the damage itself, including damage to frames and glass, and for the failure of the Auctioneer to cover these risks. Auctioneers are advised to remove their lots promptly. Display bases are not an integral part of the Lot.

#### DEFERRED WITHDRAWAL OF PURCHASES AND STORAGE

Unless otherwise indicated, Lots may be collected from Millon's head office at 19, rue de la Grange-Batelière, Paris (75009).

Millon will provide free storage for 30 days after the Sale.

After this period, storage and transfer costs from our premises to Millon's furniture storage facility located at 116, boulevard Louis Armand in Neuilly-sur-Marne (93330) will be invoiced at the rate of :

- 10 € excl. tax (i.e. 12 € incl. tax\*) / Lot / completed week for a volume greater than 1 m<sup>3</sup> ;
- 7 € HT (i.e. 8,40 € TTC\*) / Batch / completed week for a volume inferior to 1 m<sup>3</sup> ;
- 5 € excl. tax (i.e. 6 € incl. VAT\*) / lot / completed week for a volume "fitting in the palm of your hand".

For sales entitled "Les Aubaines", and all those taking place in Millon's storage facility at 116, boulevard Louis Armand, Neuilly-sur-Marne (93330), free admission will not exceed 7 days from the Sale.

For sales at Salle VV (3, rue Rossini, 75009 PARIS), furniture, carpets and bulky items will be transferred to Millon's furniture storage facility at 116, boulevard Louis Armand, Neuilly-sur-Marne (93330) and will be made available to the Auctioneers after payment of the Sale Price.

These conditions and charges do not apply to Lots deposited in the Hôtel Drouot warehouse, the cost of which depends on the Hôtel Drouot itself (see Sales and Storage at Drouot).

\*Current VAT rate: 20%.

#### SHIPMENT OF PURCHASES

Millon's logistics department offers delivery of Lots at the end of the Sale in Paris and within a 40 km radius of Paris.

Requests for quotes should be sent to: [livraison@millon.com](mailto:livraison@millon.com)

For shipments outside this perimeter, MILLON recommends using its partner carrier (THE PACKENGERS - [hello@thepackengers.com](mailto:hello@thepackengers.com)).

In any case, MILLON is not responsible for the shipping, handling and storage of the Lot during transport by a third party.

If Millon agrees to handle the shipment of an item on an exceptional basis, it cannot be held liable in the event of loss, theft or accidents, the risks of which shall be borne by the successful bidder.

This shipment will only be carried out after receipt of a letter discharging Millon of its responsibility in this respect, and will be the sole financial responsibility of the successful bidder, who must take out insurance in this respect.

#### SALES EXCLUSIVELY ONLINE

The right of withdrawal applies to sales made at the end of Online-only Auctions between a professional Seller and a consumer Bidder within the meaning of the preliminary article of the French Consumer Code.

The consumer has a period of fourteen days from the day following the date of receipt of the Lot awarded to him to exercise his right of withdrawal, and this period is extended to the next working day if it expires on a Saturday, Sunday, public holiday or non-working day, in accordance with article L.221-18 of the French Consumer Code.

The consumer exercises his right of withdrawal by informing Millon of his decision to withdraw by sending, before the expiry of the aforementioned period, the form annexed to article R.212-1 of the Consumer Code reproduced below:

##### SAMPLE WITHDRAWAL FORM

(Please complete and return this form only if you wish to withdraw from the contract).

For the attention of.....

[professional insert name, address and e-mail address] :

I/We (\*) hereby notify you (\*) of my/our (\*) withdrawal from the contract for the sale of the goods (\*)/provision of the services (\*) below:

Ordered on(\*)/received on(\*)):.....

Name of consumer(s) : .....

Address of consumer(s) : .....

Signature of consumer(s) (only in case of notification of this form on paper):.....

Date : .....

(\*) Delete as appropriate.

This form should be sent to the following address:

MILLON, 19 rue de la Grange Batelière, 75009 Paris

Within a period of fourteen days from the communication of his decision to withdraw, the consumer must return the Lot to the above address, at his own expense.

The returned Lot must be in the same condition as when it was sold.

The return of the Lot and the withdrawal from the sale will be refused if it is not returned within the aforementioned period of fourteen days or if it is in a condition different from that in which it was at the time of its Adjudication.

Millon will refund the Sales Price to the Auctioneer on the date of receipt of the goods, or on the date of receipt of proof of shipment of the goods, in accordance with article L.221-24 of the French Consumer Code.

From the date of payment, the Auctioneer has a period of forty-eight hours to come and take delivery of his Lot.

#### LEAVING FRENCH TERRITORY

Administrative authorization may be required before a lot can be taken out of France.

The sale of the Lot to the Auctioneer is completed regardless of whether or not the necessary administrative authorisation has been obtained, and delay or refusal to issue administrative authorisation will not justify cancellation of the sale, resolution of the sale, or any deferred payment of the Sale Price.

The Auctioneer is solely responsible for obtaining the necessary administrative authorisation to export his Lot.

If Millon is requested by the Auctioneer to initiate this request for administrative authorization, the costs incurred will be borne by the Auctioneer and this service will be provided by Millon without any guarantee of result. The Adjudicator is responsible for all export formalities (applications for certificates for cultural property, export licenses, export permits from the DRIEAT) for the Lots concerned.

#### EXPORTATION AFTER THE SALE

In accordance with the Official Bulletin of Public Finances BOI-TVA-SECT-90-50, "exports of goods sold at public auctions are exempt from VAT under Article 262-I of the CGI. The exemption is justified under the general conditions outlined in BOI-TVA-CHAMP-30 and the following."

The VAT collected on the Auction Commission or that collected on the Lot's Sale Price may then be refunded to the Buyer within the legal time frame upon presentation of documents proving the export of the relevant lot.

In this case, the buyer must provide Millon with the "unique administrative document" (DAU) stamped by the customs service or, where applicable, another document serving as proof.

Proof of export is provided through the export verification document duly stamped by the customs office at the exit point of the European Community (CGI, Annex IV, Art. 24 ter).

#### PRE-EMPTION BY THE FRENCH STATE

In certain cases defined by law, the French State has the right to pre-empt works sold at public auction.

In such cases, the French State takes the place of the last bidder, provided that the declaration of pre-emption made by the State's representative in the auction room is confirmed within fifteen days of the Sale.

Millon cannot be held responsible for the French State's pre-emptive decisions.

#### INTELLECTUAL PROPERTY

The sale of a Lot does not imply transfer of copyright, and in particular of the rights of reproduction or representation of the work, of which it may constitute the material support.

#### PERSONAL DATA

Millon undertakes to ensure the protection of personal data collected within the framework of the organization of Public Auctions, under the conditions defined by the confidentiality policy available for consultation on the Millon website at the following address: <https://millon.com/infos-legales/confidentialite>

All persons placing or wishing to place bids are invited to consult the privacy policy on the Millon website for any information relating to the processing, collection and storage of their personal data and to find out about the extent of their rights.

In the context of its auction sales activities, Millon may collect personal data concerning persons placing or wishing to place bids, and persons winning such bids.

These persons have the right to access, rectify and object to their personal data by contacting Millon directly.

Millon may use this personal data to meet its legal obligations and, unless the persons concerned object, in the performance of its activities (in particular sales and marketing operations).

Such data may also be communicated to public authorities where required by law.

#### SETTLEMENT OF DISPUTES

In the event of a dispute with Millon, any individual or legal entity may submit a claim to Mr Yves Micolet, commissaire du gouvernement près le Conseil des maisons de vente, by post to 19, avenue de l'Opéra, Paris (75009), or online via the Conseil des maisons de vente website (<https://conseilmaisonsdevente.fr>).

#### MISCELLANEOUS PROVISIONS

The present General Terms and Conditions of Sale, the Sale and its aftermath, including the sales contract formed at the end of the auction, are governed by French law.

The bidders, the successful bidders, or their representatives, accept that any dispute relating to the Sale shall fall within the exclusive jurisdiction of the French courts.

All the provisions of the present General Terms and Conditions of Sale are independent of each other, and the invalidity of one of these provisions will not affect the validity of the others.



## Conditions of sale of



51 rue Beaumont, 06300 Nice

### CONDITIONS OF SALE MILLON RIVIERA

As part of our auction activities, our auction house collects personal data concerning the seller and the buyer. The latter therefore have the right to access, rectify and object to their personal data by contacting our auction house directly. Our OVV may use this personal data to meet its legal obligations, and, unless the persons concerned object, for the purposes of carrying out its activity (in particular, sales and marketing operations). Such data may also be communicated to the competent authorities where required by law. The general terms and conditions of sale and all related matters are governed solely by French law. Purchasers or their agents agree that any legal action shall fall within the exclusive jurisdiction of the French courts (Paris). The various provisions of the general terms and conditions of sale are independent of each other. The nullity of one of these provisions does not affect the applicability of the others. By participating in this public auction, all buyers or their representatives accept and adhere to all the conditions set out below. The sale is made in cash (Art. 1650 of the French Civil Code) and conducted in euros. A currency conversion system may be set up at the time of the sale. The counter-values in foreign currencies of bids placed in the euro room are provided for information purposes only.

### DEFINITIONS AND GUARANTEES

The information given in the catalog is drawn up by MILLON RIVIERA and the independent experts mentioned in the catalog, subject to rectifications, notifications and declarations announced at the time of presentation of the lot and recorded in the sales report. The dimensions, colors of the reproductions and information on the condition of the object are provided for information purposes only. Any information concerning incidents, accidents, restorations or conservatory measures affecting a lot is provided in order to facilitate its inspection by the potential buyer, and remains subject to the latter's entire discretion. This means that all lots are sold in the condition they are in at the time of auction, with all possible defects and imperfections.

No claims will be accepted once the auction has been announced, as a prior exhibition will have enabled buyers to examine the works presented. For lots with a low estimate in excess of 2,000 euros, a condition report on the state of conservation of the lots will be provided free of charge on request. The information contained therein is provided for information purposes only. MILLON RIVIERA and its experts cannot be held liable in any way whatsoever. In the event of a dispute at the time of the auction, i.e. if it is established that two or more bidders have simultaneously made an equivalent bid, either aloud or by sign, and claim the lot at the same time after the word "adjudé" has been pronounced, the said lot will be reoffered for sale at the price proposed by the bidders, and all members of the public present will be admitted to bid again. - In accordance with article L321-17 of the French Commercial Code, civil liability claims arising from voluntary sales are subject to a five-year statute of limitations from the date of the auction. - Only French law is applicable to this sale.

Only French courts are competent to hear any dispute relating to this sale. Lots marked with "°" include elephant ivory which may be freely sold prior to 3/03/1947. Should the buyer wish to export the item outside the EU, he must obtain an export permit in his name from the DRIEE. This is at the buyer's expense. Lots preceded by a "J" will be subject to a judicial report at the legal buyer's expense of 12% ex VAT, i.e. 14.40% inc VAT.

### BIDDERS' CHARTER

By participating in public auctions at MILLON RIVIERA, bidders, whatever their nationality, undertake to comply with article 3 nonies of European Council regulation 2022/428 of March 15, 2022 and its annex XVIII, namely : A ban on the sale and direct or indirect transfer to Russia of works of art, antiques and collectors' items. This ban also applies to cars, wines and spirits, leather goods, clothing and textiles, precious stones, pearls and jewelry, coins and silverware, porcelain, glass and crystal, watches and musical instruments, as well as electronic and electrical items.

The unit value thresholds applied to this ban are as follows: Works of art, collectors' items and luxury goods: from €300 Land vehicles: from €50,000 (€5,000 for two-wheelers) Electronic items for domestic use: from €750 Electronic sound and image recording devices: from €1,000 By participating in public auctions at MILLON RIVIERA, bidders accept responsibility for any failure to comply with the above obligations. For further information, please contact MILLON RIVIERA at [contact@millon-riviera.com](mailto:contact@millon-riviera.com) or +33 (0)4 93 62 37 75.

### PURCHASE ORDERS AND TELEPHONE AUCTIONS

MILLON RIVIERA does not charge for taking into account and executing purchase orders and bids by telephone.

MILLON RIVIERA will do its best to execute bids received in writing up to 2 hours before the sale.

MILLON RIVIERA cannot be held responsible for the non-execution of a bidding order or for any error or omission in the execution of such orders.

Furthermore, MILLON RIVIERA assumes no liability in the event of interruption, non-establishment or delay of the telephone connection for telephone auctions. Although MILLON RIVIERA is prepared to accept telephone orders up to the end of auction hours at the latest, it accepts no liability for non-fulfilment due to errors or omissions in connection with telephone orders. Please note that telephone conversations during telephone auctions at Hôtel Drouot may be recorded. Irrevocable bid: Any bidder may send the auction house an irrevocable bid for the purchase of a lot appearing in the sales catalog in order to give the auction house a firm, definitive, irrevocable and unconditional instruction to bid on his behalf up to a certain sum (regardless of the amount of any other bids). In this context, it may be agreed that the Auctioneer will receive an indemnity calculated either on the hammer price, or corresponding to a lump sum.

If an irrevocable bid for a lot is received by the auction house prior to the sale, the sale catalog will state that the lot is subject to an irrevocable bid. If an irrevocable bid for a lot is received after the sale catalog has been printed, the auction house will announce in the auction room, when the lot is put up for auction, that the lot is the subject of an irrevocable bid. Any third party advising you on the purchase of a lot subject to an irrevocable bid is required to disclose to you the existence of any financial interest in the lot. If a third party advises you on the purchase of a lot subject to an irrevocable offer to purchase, you must require them to disclose whether or not they have a financial interest in the lot. Any

person preparing to bid on the lot subject to an irrevocable offer to purchase, who has a direct or indirect, permanent or occasional community of interest with the Author of the Offer, and who has agreed with the latter on a financial arrangement likely to hinder the bidding, is liable to criminal sanction in accordance with the provisions of article 313-6 of the French Penal Code, which states that: "The act, in a public auction, by gifts, promises, agreements or any other fraudulent means, of excluding a bidder or limiting bids or tenders, is punishable by six months' imprisonment and a fine of 22,500 euros.

Accepting such gifts or promises is punishable by the same penalties. Is punishable by the same penalties: 1° The fact, in a public auction, of hindering or disturbing the freedom of bidding or bids, by violence, assault or threats; 2° The fact of proceeding or participating, after a public auction, in a re-auction without the assistance of the competent ministerial officer or sworn goods broker or a declared operator of voluntary sales of furniture by public auction. Any attempt to commit an offence under this article shall be subject to the same penalties.

### DEPOSIT

MILLON RIVIERA reserves the right to request a deposit from bidders when they register. This deposit will be automatically withdrawn in the absence of payment by the successful bidder within 15 days of the sale (invoice date).

### BIDDING VIA DIGITAL PLATFORMS

MILLON RIVIERA cannot be held responsible for the interruption of a Live service during a sale or for any other malfunction that may prevent a buyer from bidding via a technical platform offering the Live service. The interruption of a Live auction service during a sale does not necessarily justify the auctioneer stopping the sale. In the event of bids being placed between the hammer blow and the adjudication (pronouncement of the word "adjudé" for live auctions), the auctioneer will resume bidding. In the case of live auctions, i.e. simultaneously in the auction room and online, priority will be given to the bid placed in the auction room in the event of simultaneous bids.

### BIDDING LEVELS

Bidding increments are left to the discretion of the auctioneer in charge of the sale. If the amount of the bids proposed - either physically, by telephone, by firm purchase order, live or by "secret order" deposited on partner relay platforms - is deemed insufficient, inconsistent with the amount of the previous bid or likely to disrupt the proper conduct, fairness and pace of the sale, the auctioneer may decide not to take them into account.

### COSTS TO BE BORNE BY THE BUYER

The buyer will pay MILLON RIVIERA, in addition to the hammer price per lot, an auction commission of : - 23.34% excl. VAT or 28% incl. VAT \* \*VAT rate in force: 20% Total price = hammer price + auction commission.

In addition : - for lots purchased via the Drouotlive.com platform, the selling costs payable by the buyer are increased by 1.5% (excl. VAT) of the hammer price (see Drouotlive.com platform GTC).

### COLLECTION, INSURANCE, STORAGE AND TRANSPORT

MILLON RIVIERA will only hand over the lots sold to the buyer once the total price has been received. It is the buyer's responsibility to insure the lots as soon as they are sold, since from that moment on, the risks of loss, theft, damage or other are the buyer's sole responsibility. MILLON RIVIERA declines all responsibility for the damage itself or for the buyer's failure to insure against such damage. Buyers are advised to collect their lots promptly.

### TRANSPORT AND CONSOLIDATION OF LOTS :

For the organization of the collection or shipment of lots, we invite buyers to contact the following persons:

- IL PONTE: Carlotta Nicolosi (0039 (0)28631420 ; [carlotta.nicolosi@ponteonline.com](mailto:carlotta.nicolosi@ponteonline.com))
- MILLON PARIS: Benjamin Gaucher ([logistique@millon.com](mailto:logistique@millon.com))
- MILLON RIVIERA: Julia Dragone ([j.dragone@millon-riviera.com](mailto:j.dragone@millon-riviera.com))

In order to facilitate the collection of their purchases, purchasers may, if they wish, request that their lots be grouped together within one of the three companies, once each invoice has been paid in full.

For purchases made in Italy from Il Ponte Casa d'aste, it may be necessary to apply for an export permit. The auction house is at the disposal of buyers to submit this request to the competent authorities, on behalf of the buyer who so requests.

### DELIVERY OF LOTS AND STORAGE

Lots are delivered ONLY BY PRIOR APPOINTMENT.

In the month following the sale, at the Auction House: 51 rue Beaumont 06300 Nice.

Storage charges will apply in the event of failure to collect within one month of the sale, in accordance with our general terms and conditions of sale.

MILLON RIVIERA will provide free storage for 45 days after the sale. After this period, storage costs will be invoiced at the rate of : - 10 € HT / Lot / week.

For all national and international transport requests, please contact our partners : « Mail Boxes Etc » [mbe026@mbe-france.fr](mailto:mbe026@mbe-france.fr) ou "The Packengers" [hello@thepackengers.com](mailto:hello@thepackengers.com).

### LEAVING FRENCH TERRITORY

The departure of a lot from France may be subject to administrative authorization. Obtaining this document is the sole responsibility of the buyer of the lot in question. Delay or refusal by the authorities to issue exit documents will not justify cancellation of the sale, delay in payment or rescission. If our company is requested by the purchaser or his representative to make these exit requests, all costs incurred will be at the purchaser's expense. This operation is merely a service provided by MILLON RIVIERA. Export formalities (certificate applications for cultural objects, export licenses) are the responsibility of the buyer and may require a delay of 2 to 3 months.

### EXPORTATION AFTER THE SALE

In accordance with the Official Bulletin of Public Finances BOI-TVA-SECT-90-50, "exports of goods sold at public auctions are exempt from VAT under Article 262-I of the CGI. The exemption is justified under the general conditions outlined in BOI-TVA-CHAMP-30 and the following."

The VAT collected on the Auction Commission or that collected on the Lot's Sale Price may then be refunded to the Buyer within the legal time frame upon presentation of documents proving the export of the relevant lot.

In this case, the buyer must provide Millon with the "unique administrative document"

(DAU) stamped by the customs service or, where applicable, another document serving as proof.

Proof of export is provided through the export verification document duly stamped by the customs office at the exit point of the European Community (CGI, Annex IV, Art. 24 ter).

#### PRE-EMPTION BY THE FRENCH STATE

In certain cases defined by law, the French State has the right to pre-empt works sold at public auction. In such cases, the French State will take the place of the last bidder, provided that the declaration of pre-emption made by the State's representative in the auction room is confirmed within fifteen days of the sale. MILLON RIVIERA cannot be held responsible for any pre-emption decisions made by the French State.

#### RESPONSIBILITY OF BIDDERS

By bidding on a lot using any of the transmission methods proposed by MILLON RIVIERA, bidders assume personal responsibility for paying the hammer price of the lot, plus the hammer commission and any applicable duties or taxes. Bidders are deemed to be acting in their own name and for their own account, unless otherwise agreed prior to the sale and in writing with MILLON RIVIERA. Subject to the decision of the authorized auctioneer, and provided that the final bid is greater than or equal to the reserve price, the last bidder will become the buyer, the blow of the hammer and the pronouncement of the word "adjugé" will materialize the acceptance of the last bid and the formation of the sales contract between the seller and the buyer. Adjudicated lots are the sole responsibility of the successful bidder. In the event of a dispute by a third party, MILLON RIVIERA may hold the bidder solely responsible for the bid in question and its settlement.

#### PAYMENT OF THE TOTAL PRICE

MILLON RIVIERA specifies and reminds you that the sale by public auction is for cash and that the successful bidder must immediately pay the full price of his purchase, regardless of whether he wishes to remove his lot from French territory (see "Removal from French territory"). Payment may be made as follows - in cash, up to a limit of €1,000 for French residents / €15,000 for individuals whose tax domicile is outside France (upon presentation of proof of identity); - by bank or postal cheque, upon presentation of valid proof of identity (delivery will only be possible twenty days after payment. Foreign checks are not accepted); - by Visa or Master Card; - by online payment: <https://www.millon.com/paiement-en-ligne>; - by bank transfer in euros to the following address: DOMICILIATION: CIC Lyonnaise de Banque IBAN FR76 1009 6180 8500 0306 2490 209 BIC CMCIFRPP.

#### LATE PAYMENT

After 30 days (invoice date), any late payment will incur late payment penalties equal to 3 times the legal interest rate, as well as a fixed indemnity for collection costs of 40 euros. MILLON RIVIERA subscribes to the TEMIS service, which enables it to consult and update the auction access restrictions file ("Fichier TEMIS") operated by Commissaires-Priseurs Multimédia (CPM), S.A., whose registered office is located at 37 rue de Châteaudun, 75009 Paris, France (RCS Paris 437 868 425). All auction slips which remain unpaid to MILLON RIVIERA or which are subject to late payment may be registered in the TEMIS file. For further information, please consult the TEMIS data protection policy: <https://temis.auction/statics/politique-protection-dp-temis.pdf>

#### DEFAULT OF PAYMENT

In the event of non-payment, if the sale is cancelled or the work is resold on reiteration of the bids under the conditions of article L321-14 of the French Commercial Code, the defaulting buyer must pay MILLON RIVIERA a fixed indemnity corresponding to (i) the amount of the buyer's costs and (ii) €40 in collection costs, as compensation for the loss suffered, without prejudice to any additional damages due to the seller. MILLON RIVIERA also reserves the right to offset any sums owed by the defaulting buyer or to cash any deposit cheques.

#### SHIPMENT OF PURCHASES

We would like to inform our customers that MILLON RIVIERA does not take responsibility for shipping goods after sales. For all shipment requests, MILLON RIVIERA recommends using its partner carrier (THE PACKENGERS - [hello@thepackengers.com](mailto:hello@thepackengers.com)) or any other carrier of the customer's choice. In any case, MILLON RIVIERA is not responsible for the shipping, handling and storage of the lot during transport. If MILLON RIVIERA agrees to take care of the shipment of an item on an exceptional basis, its responsibility cannot be called into question in the event of loss, theft or accidents, which remain the responsibility of the buyer. In addition, this shipment will only be carried out on receipt of a letter releasing MILLON RIVIERA from its responsibility in the future of the item shipped, and will be the exclusive financial responsibility of the buyer

#### INTELLECTUAL PROPERTY RIGHTS

The sale of a lot does not imply the transfer of reproduction or representation rights of which it may constitute the material support.

## Particular Conditions of Sale

**ILPONTE**  
CASA D'ASTE DAL 1974

via Pontaccio 12, 20121 Milano

#### 1. Important information for potential buyers

1.1 The lots are offered for sale by Il Ponte - Casa d'Aste Srl, a company with registered office in Milan, Via Pontaccio 12 (20121), VAT and Milan Company Register no. 01481220133, fully paid share capital of Euro 34,320.00 (Il Ponte), acting in the name and on behalf of the Seller as agent with representation of the same, except for the cases in which Il Ponte is the owner of the lot. Seller means any individual or company owning the lot offered for sale by auction by Il Ponte. In any event (bids placed by phone and/or internet and/or online auctions included) sales are considered to be carried out within the scope of a public auction, therefore the buyer will not be entitled to any right of withdrawal,

1.2 The General Terms and Conditions of Sale (viewable at the following link: [https://www.ponteonline.com/files/modulo\\_offerte\\_condizioni\\_vendita/condizioni\\_vendita\\_en\\_ita/condizioni\\_generali\\_vendita\\_2025\\_eng.pdf](https://www.ponteonline.com/files/modulo_offerte_condizioni_vendita/condizioni_vendita_en_ita/condizioni_generali_vendita_2025_eng.pdf)) and these Particular Conditions of Sale may be modified by means of a notice posted in the exhibition room or via an announcement made by the auctioneer before the auction begins. Potential purchasers

should consult the site [www.ponteonline.com](http://www.ponteonline.com) (Website) to review them and to review the most current information on the lots in the catalogue and any possible different condition of sales for the specific auction.

1.3 Il Ponte acts as agent of the Seller and is exempt from any responsibility in regard to origin, condition and description of the lots included in catalogues, brochures and any other illustrative material. The aforementioned descriptions, as any other indication or illustration, is to be considered as purely indicative and shall not under any circumstances induce trust and/or expectation of any sort in the potential buyers. The lack of explicit references concerning the lot conditions in the catalogue shall not imply that the asset is without imperfections. Any written or verbal representation provided by Il Ponte, including the ones in catalogues, reports, comments or evaluations concerning any characteristic of a lot - such as authorship, authenticity, provenance, attribution, origin, date, cultural origin or source, its quality, including its price or its value or valuation - merely reflect non-binding opinions and can be re-examined by Il Ponte and possibly modified before the lot is offered for sale. Il Ponte, its administrators, employees, collaborators or consultants, shall not be held responsible for mistakes or omissions included in the aforementioned descriptions and/or representations. The estimates published in the catalogue are expressed in Euro: the starting price for the auction and the Hammer Price (i.e. the price at which a lot is sold at an auction by the auctioneer) can be higher or lower than the evaluations indicated.

1.4 All potential buyers are required to examine in advance the conditions of each lot during the exhibition of the lots organized by Il Ponte before the auction in order to carry out (also with their own experts) a prior in-depth examination concerning the authenticity, preservation, condition, provenance, typology and quality of the lots, on which potential buyers - and the final buyer - shall assume any sort of risk and responsibility. During the exhibition, the staff of Il Ponte will be available to potential buyers to provide - at their own request - an updated illustration of the objects in question, if available.

1.5 In addition to the descriptions in the catalogue, Il Ponte makes available, on request, condition reports on the condition of each lot.

The condition report is provided in order to help assess the condition of the Lot and is for indicative purposes only. The condition report may not report all defects, restorations, alterations or adjustments because Il Ponte is not a professional restoration or conservation workshop.

The condition report states a qualified opinion but it is nevertheless subjective and as such Il Ponte and its experts cannot be held in any way responsible for such information nor can the condition be considered absolutely exhaustive. Any condition report therefore, does not constitute an alternative to a professional advice aimed at resolving any doubts.

1.6 All objects of an electrical or mechanical nature are to be considered solely on the basis of their artistic and decorative value and are not to be considered functional. Before using any such object of a sold lot, it is best to have any electrical system therein certified by a qualified electrician, as Il Ponte shall not assume any responsibility in these regards.

1.7 Neither Il Ponte nor its directors, employees, contractors or consultants shall be liable for acts or omissions relating to the preparation or conduct of an auction or for any other matter relating to the sale of the lot.

1.8 Following the adjudication, Il Ponte shall not be held responsible for any fault or defect of the lots, including but not limited to those related to state of preservation, wrong attribution, authenticity, provenance, weight or lack of quality. Potential buyers and successful bidders expressly waive the benefit of all warranties pursuant to Articles 1490 and 1497 of the Italian Civil Code, exempting Il Ponte from any responsibility. Neither Il Ponte or any member of its staff will be able to issue any sort of valid guarantee.

1.9 At all events any different liability of Il Ponte vis-à-vis the Buyer (the individual or company who makes the highest bid in the auction accepted by the auctioneer and is awarded the lot) in connection with the purchase of a lot is limited to the Hammer Price and the buyer's premium paid to Il Ponte by the Buyer.

1.10 The fall of the auctioneer's hammer determines the acceptance of the highest bid and the price at which a lot is sold by the auctioneer to the Buyer. The fall of the auctioneer's hammer also determines the conclusion of the purchase contract between the Seller and the Buyer and in particular it indicates the obligation of the Buyer to pay to Il Ponte the entire amount due for the purchased lot, including its price and commission. It is expressly provided that the purchase shall be considered finalized, and the ownership of the lot shall be passed to the Buyer, only pursuant to full payment from the Buyer to Il Ponte of the entire amount due (with the exception of different provisions referred to in the Italian Legislative Decree no. 42/04 and also in the matter of the right of pre-emption of the Government; reference shall be also made to § 11.4 of the General Terms and Conditions of Sale).

#### 2. Bids

2.1 Bids for the purchase of lots may be submitted in person in the room during the auction, in a written offer before the auction begins, by phone or via the internet (in the latter case only if the specific auction admits this possibility).

2.2 Bids are increased by 10% (compared to the previous bid) unless otherwise determined by the auctioneer and communicated during the auction.

2.3 In the event bids of an equal amount are submitted through the same method (that is presented in the auction room, by telephone, in writing or online), Il Ponte will take into consideration only the bid received first.

2.4 Where a dispute arises concerning the successful bid, the lot may be withdrawn from the auction - at the sole discretion of the auctioneer - or relisted for auction on the same day (in this case, the bids relating to the lot made previously will no longer be taken into account).

2.5 At its own discretion, Il Ponte has the right to exclude anyone from participating in the auctions; in particular, Il Ponte may refuse to allow any potential buyer who has not previously fulfilled his obligations to Il Ponte, even by way of compensation, to participate in the auction.

2.6 The auctioneer conducts the auction starting from the bid he considers suitable. The auctioneer can put consecutive bids or respond to other bids in the interest of the Seller up to the Reserve Price (the minimum price agreed confidentially between Il Ponte and the Seller, below which the lot will not be sold).

2.7 At any time Il Ponte has the right to withdraw any lot offered for sale. The auctioneer has the right, at his sole discretion, to combine or separate lots and to vary the order of sale from the one indicated in the catalogue, provided that the lot is not offered for sale any day prior to the one indicated in the auction catalogue.

2.8 In regard to each potential buyer, Il Ponte reserves the right to subordinate participation in the auction to the presentation of a letter of bank references or the deposit of a sum that guarantees the proper fulfilment of the obligations laid down in the General Terms and Conditions of Sale, which will be returned once the auction has ended.

### 3 Bids in the auction room

3.1 To participate in the auction in person, it is necessary to have the appropriate numbered paddle, which is issued by the staff of Il Ponte at the registration desk, upon filling in the auction registration form and upon exhibiting the identity document of the potential buyer. Bidders shall place their bids by raising the numbered paddle.

3.2 Il Ponte invites potential buyers to pick up their numbered paddle ahead of time and informs them that they can also register for the auction during the exhibition period held prior to the auction. The loss of a numbered paddle must be reported immediately to Il Ponte, who will give the potential buyer a new numbered paddle. The numbered paddle must be returned to Il Ponte at the end of the auction.

3.3 Immediately after the successful bid, the Buyer shall sign a sale report.

3.4 Each lot sold in the auction room will be invoiced on the basis of the personal information and address provided when the numbered paddle is issued.

3.5 It is possible to participate in the auction on behalf of a third person. The agent, when registering for the auction, must present a proxy signed by the principal with an attached copy of the identity document and tax code of both the principal and the agent; if the principal is a company, the proxy must be signed by the legal representative thereof or by an agent with power of attorney, whose identity document and tax code must be attached to the proxy. In any case, Il Ponte reserves its right to prevent the agent from participating in the auction when, at its sole discretion, it deems that the power of attorney has not been sufficiently demonstrated.

3.6 Under no circumstances shall bids be accepted "without limits" or "upon examination".

### 4 Bids submitted in writing

4.1 Written bids may be submitted by filling in the "Written telephone bid" form (Form) annexed to the auction catalogue or available for download from the Website within the Online Catalogue section of the specific auction.

4.2 The Form shall be sent to Il Ponte at least 24 hours before the start of the auction: either i) by fax to +39 02.7202208 (for auctions held in Via Pontaccio) or ii) to +39 02.36633096 (for auctions held in via Vascello), or iii) by sending an email in pdf format to info@ponteonline.com (or the email address of the relevant department of Il Ponte provided on the Website or in the auction catalogue), in all cases the required documentation specified in the Form must be enclosed; in case of failure to provide the required documentation, Il Ponte guarantees neither the participation of the potential Buyer in the auction nor that it will accept the bids indicated in the Form. Il Ponte will accept only bids equal to or higher than 80% of the minimum estimate indicated in the catalogue with respect to the lot for which the bid is submitted.

4.3 Written bids will only be accepted if rounded to a multiple of ten; otherwise, Il Ponte will consider the offer as being rounded down to the nearest multiple of ten (for example, a written offer of € 228.00 will be considered by Il Ponte as a bid of € 220.00).

4.4 Il Ponte, in allowing potential buyers to raise bids, will take into account both the Reserve Price and the other bids, so as to attempt to sell the lot for which a written bid was submitted at the lowest possible Hammer Price. The amounts specified in the Form shall be meant as maximum amounts. Il Ponte will not take into consideration bids for unlimited amounts or bids for an unspecified amount.

4.5 Il Ponte is not responsible for any errors made by the potential buyer in completing the Form. Before sending the Form to Il Ponte, the potential buyer is required to verify that the lot description indicated in the Form corresponds to the good that he intends to buy; in particular, the potential buyer is required to verify that the auction catalogue number and the lot description correspond. In the case of discrepancy between lot number and lot description, Il Ponte will make the bid on behalf of the potential buyer by referring exclusively to the lot number.

4.6 At the end of the auction, the Buyer will be informed by Il Ponte via email that his bid was successful; in any case, each potential buyer is invited to contact Il Ponte at the contact details indicated in Article 15 in order to check if his bid was successful.

4.7 In case a written bid and a bid made in person in the auction room, by telephone or online are placed for the same amount, the latter shall prevail with respect to the written bid.

### 5 Bids submitted by telephone

5.1 By filling in and submitting the Form, a potential buyer can participate in the auction and make telephone bids.

5.2 The Form must be sent to Il Ponte at least 24 hours before the start of the auction - by fax to +39 02.72022083 (for auctions held in Via Pontaccio) or to +39 02.36633096 (for auctions held in via Vascello), or by sending an email in pdf format to info@ponteonline.com (or to the email address of the relevant department of Il Ponte provided on the Website or in the auction catalogue), in all cases enclosing the required documentation specified in the Form. Telephone bids imply that the starting price is guaranteed.

5.3 Following the receipt of the duly completed Form, Il Ponte will contact the potential buyer at the phone number indicated in the Form before the sale of the lot for which the potential buyer intends to make telephone bids.

5.4 The minimum estimate indicated in the catalogue in reference to each lot for which potential buyers intend to make telephone bids must be at least € 100,00; otherwise, Il Ponte will not contact the potential buyer nor will he be able to make telephone bids for the lot.

5.5 If, for any reason, including technical reasons, Il Ponte is not able to telephone the potential buyer, Il Ponte will have the right to bid on behalf of the potential buyer, in regard to each lot specified in the Form, up to a Hammer Price equal to the maximum bid listed by the potential buyer in the Form, or if that maximum bid is not reached, up to the starting price referred to that lot.

5.6 Il Ponte is not liable in any way for any delay in or failure to make telephone bids arising from the malfunction of the telephone line.

5.7 Telephone conversations during the auction will be recorded. The staff of Il Ponte is able to make phone calls in Italian, English, French, Chinese, Spanish and Portuguese.

### 6 Bids submitted online

6.1 Il Ponte will give notice on its Website (at least 24 hours before the auction starts) and/or in the auction catalogue if bids can be made online, via the Website or sites operated by third parties.

6.2 Online bids are regulated by the General Terms and Conditions of Sale, by these Particular Conditions of Sale of the specific auction available on the Website (in the Online Catalogue section of the specific auction) or may be provided upon request, and by the "Additional conditions for the submission of online bids" available on the Website or on request. In the event of inconsistency between the General Terms and Conditions of Sale and the "Additional conditions for the submission of online bids", the latter shall prevail.

6.3 For information about registering for the auction and submitting online bids, please refer to the Website.

6.4 In case of participation in the auction and bid submissions carried out through Drouot Live platform an additional commission corresponding to 1.5% (VAT excluded if due) of the Hammer Price will be added, where it applies, as well as the commissions and expenses provided for by the present General Terms and Conditions of Sale.

### 7 Payment

7.1 If the lot is awarded, the buyer must pay Il Ponte Casa d'Aste s.r.l. the hammer price of the lot, i.e. the price at which the lot is awarded at auction by the auctioneer, in addition to the buyer's premium equal to 28% of the hammer price (VAT included if due), in addition to any further amount due to Il Ponte provided for by the General Conditions of Sale (see #6.4) in connection to the award of the lot (amount due).

7.2 The Buyer undertakes to pay the Amount Due no later than ten days from the day following the date of the sale.

7.3 In the event of failure to pay or delay in payment by the Buyer, in whole or in part, of the Amount Due within the aforementioned imperative time-limit Il Ponte has the right to terminate the sale contract pursuant to Article 1456 of the Italian Civil Code, by giving simple written notice. In this event, Il Ponte shall have in any case the right to receive the payment of a penalty corresponding to the double of the purchase commissions that the defaulting Buyer should have paid, as well as to possible further compensation for greater damages. Il Ponte shall be entitled to retain any advanced payment made by the Buyer.

7.4 Each lot can be paid by cashier's check, credit card, debit card, bank transfer or cash, within the limits of the law.

7.5 Payment of the lot can be made in Milan at the offices of Il Ponte in Via Pontaccio 12 or in Via Medici del Vascello 8 (according to where the auction was held) during the following office hours: Mon-Ven. 9 am to 1 pm; 2 pm to 5:30 pm (excluding public holidays in Italy).

7.6 The following credit cards are accepted: American Express, Diners, Visa and MasterCard. Payment can be made exclusively by the owner of the credit card.

7.7 The bank details for wire transfers are the following: IBAN IT 51H0832950860000000011517; Swift code no. ICRAITRR950; Beneficiary: Il Ponte - Casa d'Aste Srl. In the space for "reason for payment" (causale), please provide your full name and the invoice number.

7.8 Il Ponte has the right to control the source of the payments it receives and to refuse payments from people other than the Buyer.

7.9 Pursuant to the Italian Legislative Decree no.231/07 and subsequent amendments and additions and in full compliance with the provisions of the Italian Legislative Decree 196/2003 (Privacy Code) and EU Regulation 2016/679, Il Ponte will require from all customers the data necessary to the fulfilment of the obligations of adequate verification of the Customer and of the beneficial owner. In the event of formal request from Authorities and Public Administration, and in any other circumstances provided for by law, Il Ponte shall be entitled to provide the name and contact details of the Buyer.

### 8 Delivery and collection of the lot

8.1 The lot will be delivered by Il Ponte to the Buyer only after receiving full payment of 8.1 The lot will be delivered by Il Ponte to the Buyer only after receiving full payment of the Amount Due (unless otherwise specified as referred to in the Italian Legislative Decree no. 42/04 and also in the matter of the right of pre-emption of the Government; reference shall be also made to § 11.4 of the General Terms and Conditions of Sale).

8.2 Il Ponte does not undertake the obligation to arrange for shipment of the lot sold, which must be collected by the Buyer in Milan at the offices of Il Ponte in Via Pontaccio 12 or in Via Medici del Vascello 8 (depending on where the auction was held), within 10 days following the day the Amount Due is paid.

8.3 If the buyer does not promptly collect the lot he has paid for within 10 days of payment or the issue of the certificate or the export license, Il Ponte will have the right to proceed to the elimination of the lot, subject to prior notification by registered mail with return receipt. The buyer acknowledges and accepts that in the event of elimination of the lot, he will not be entitled to proceed to legal actions or promote any complaint before the authorities, against Il Ponte, which is therefore free of any liability.

8.4 In the event that the Buyer entrusts the collection of the lot to a third party, said party must be provided with a written authorization of the Buyer as well as a copy of the identity document of both the represented party and his agent.

8.5 At the express request of the Buyer, Il Ponte can arrange, at the Buyer's expenses and risk, for the packaging, transport and insurance of the lot, subject to prior notice and written acceptance of the Buyer in relation to the relevant expenses. The shipping may be carried out by a carrier hired by Il Ponte, in accordance with the instructions of the Buyer, or hired directly by the Buyer, depending on the agreement between the parties.

8.6 In the event of death, disqualification, incapacitation or termination, for any reason, of the Buyer, duly notified to Il Ponte, it is agreed that Il Ponte will deliver the lot on the basis of an agreement between all the assignees of the Buyer or in compliance with the procedures established by the judicial authority.

### 9 Transfer of risk

9.1 A purchased lot is entirely at the risk of the Buyer starting on the earliest of the following: (i) the date the Buyer receives the lot purchased, or (ii) the date the Buyer pays the Amount Due for the lot; if none of these events takes place, the transfer of risk will in any case have effect after the ten (10) day-period of the sale has elapsed. The transfer of risk to the Buyer expressly exonerates Il Ponte from any liability regarding the fate of the adjudicated lot as well as in the event of damages, theft, fire, destruction or loss of the lot itself (partial or total).

9.2 The Buyer will be compensated for any loss of or damage to the lot that occurs after the adjudication but before the transfer of risk and the compensation may not exceed the Hammer Price of the lot plus the buyer's premium received by Il Ponte. In no event will Il Ponte be responsible for the loss or damage of glass/frames containing or covering prints, paintings or other works unless the frame and/or the glass is part of the auctioned lot.

9.3 In no event will Il Ponte be liable for any loss or damage (partial or total) of the adjudicated lot: (i) that occurs as a result of any action (including restoration or cleaning of the work or the frame) carried out by third parties appointed by anyone; (ii) arising, directly or indirectly, from: (a) changes in humidity or temperature; (b) normal wear and tear or gradual deterioration resulting from interventions on the object and/or other events (including woodworms and wood parasites); (c) errors in treatment; (d) war, nuclear fission, radioactive contamination, chemical, biochemical or electromagnetic weapons; (e) acts of terrorism; (f) in case of lockdowns or similar situations, Authority regulations and any other reason of force majeure outside the control of Il Ponte.



## 10 Counterfeiting

10.1 If, after the sale, a lot turns out to be a counterfeit, Il Ponte will reimburse any Buyer who has requested termination of the sale contract - upon the return of the lot to Il Ponte - in an amount equal to the Hammer Price and the buyer's premium paid, in both cases in the currency in which these amounts were paid by the Buyer. The obligation of Il Ponte is subject to the condition that, no later than five (5) years from the date of adjudication, the Buyer: (i) gives Il Ponte written notice, within ninety (90) days from the date on which he received information causing him to believe that the lot is counterfeit, of the lot number, the date of the auction where the lot was purchased and the reasons why the Buyer believes that the lot is counterfeit; (ii) is able to return the lot to Il Ponte free from any demands or claims by third parties made after the date of sale, and the lot is in the same condition as at the date of sale; (iii) provides Il Ponte with the reports of at least two scholars or independent experts of internationally recognized competence, in which they explain the reasons why the lot is to be considered a counterfeit.

10.2 Il Ponte will not be bound by the opinions provided by the Buyer, and reserves the right to request additional expert advice at its own expense.

10.3 Il Ponte will not make a refund if: (i) the description in the catalogue was in accordance with the generally accepted opinion of scholars and experts on the date of the sale or indicated that the authenticity or attribution of the lot was controversial; or (ii) on the date of publication of the catalogue the counterfeit nature of the lot could be ascertained only by carrying out analyses generally considered inadequate for that purpose or otherwise not feasible, whose cost was unreasonable or which might reasonably have damaged the lot, consequently decreasing its value. Under this Article, counterfeit means, in the reasonable opinion of Il Ponte, the imitation of a lot offered for sale, not described as such in the auction catalogue, created for the purpose of deception in regard to the authorship, authenticity, provenance, attribution, origin, source, date, age, period of the lot. A lot that has been restored or modified in any way (including repainting or painting over) does not constitute a counterfeit.

## 11 Export from the territory of the Italian Republic. Declaration of cultural interest

11.1 The export of a lot from the territory of the Italian Republic may be subject to the issuance of a certificate of free circulation or of an export license, in accordance with the requirements of Article 68 et seq. of the Italian Legislative Decree 22 January 2004 no. 42 (Urbani Code). In the event that lots are subjected to the process of declaration of cultural interest (the so-called "notification") pursuant to article 13 and the following Italian Legislative Decree no. 42/2004, the Buyer shall be responsible for the compliance to all the provisions of law and of any other applicable special regulation, including customs matter, tax matters, currency regulations and protected species regulations. The responsibility of verifying possible restrictions on movements and/or on export of the lot of interest or the adjudicated lot, that is any licence or certificate provided for by law in Italy and in the country of destination, shall be borne solely by the participants to the auction and the Buyers, as well as any formality and legal requirements provided for by law in the matters of movement and/or export of the adjudicated lot, and Il Ponte shall be expressly exempted from any obligation and/or responsibility.

11.2 The failure to grant or the delay in issuing the certificate of free circulation and/or the export license shall not give rise to the termination or annulment of the sale, nor shall it justify the non-payment or delay in payment of the Amount Due by the Buyer.

11.3 At the Buyer's request and expenses, Il Ponte may accept to apply for the issuance of the certificate of free circulation and/or the export license, provided that the Buyer has already paid the Amount Due. Il Ponte charges the Buyer a fee of € 150.00 (plus VAT - as per law if due - and any transportation cost) for each work for which an application is filed. In any case, Il Ponte shall not be held responsible for any obligation or guarantee regarding the good outcome of the pertaining application.

11.4 Each lot offered for sale at auction could already be the subject of a declaration of cultural interest by the Ministry of Culture and Heritage and Tourism in accordance with Article 13 of the Urbani Code. In that case - or if, in relation to the lot, the proceeding of declaration of its cultural interest pursuant to Article 14 of the Urbani Code has commenced - Il Ponte will communicate as much in the catalogue and/or through an announcement made by the auctioneer before the lot is offered for sale. In the event the lot has been the subject of a declaration of cultural interest prior to its sale, the Seller will report the sale to the competent Ministry pursuant to Article 59 of the Urbani Code. The sale is subject to the condition precedent that the relevant Ministry exercises the right of pre-emption within sixty days of receipt of such report, or within a period greater than one hundred and eighty days, pursuant to Article 61 paragraph II of the Urbani Code. During the period provided for the exercise of the right of pre-emption, the lot cannot be delivered to the Buyer, pursuant to Article 61 of the Urbani Code. In any event, it is understood that any declaration of cultural interest (or even just the commencement of the related procedure) that should occur subsequently to the adjudication of a lot shall not invalidate or nullify neither the adjudication nor the obligation of payment of the total amount due and, in general, the purchase of the lot.

11.5 Please note that the lot marked with "S" symbol has been imported under a temporary customs licence. The hammer price for the lot will be subject to VAT (as per law if due) for EU residents only. The cost of € 300 regarding the final importation will be at the buyer's expense. Il Ponte will not be responsible for the delays in paperwork procedures.

11.6 Please note that the lot marked with "H" symbol has been imported under a temporary artistic importation licence.

## 12 Resale right

12.1 If due, the payment of the so-called "resale right" (introduced by the Italian Legislative Decree 13 February 2006, no. 118, implementing Directive 2001/84/EC) will be paid by the Seller.

## 13 Protected species

13.1 Cites certificates are valid and apply only to European Union Countries. Ivory items, even though provided with said certificate, may not be exported out of the European Union territory.

13.2 Regardless of the issue of a certificate or an export license under Article 68 et seq. of the Urbani Code, all lots consisting of or containing parts of plants or animals (e.g.: whalebone, crocodile, coral, turtle), regardless of their age or value, may require a permit or certificate before export, and/or additional licenses and/or certificates for importation into non-EU countries. The granting of a license or a certificate for import does not guarantee the issuing of a license or certificate for export, and vice versa. Il Ponte recommends that potential buyers check their own specific national legislation regarding requirements for the imports of goods made of or containing protected species into their country. It is the Buyer's responsibility to make sure it is possible to obtain these import or export licenses/

certificates, as well as any other required supporting document, before making any bid and Il Ponte shall be expressly exempted from any responsibility and/or obligation.

## 14 Legal Guarantee of Conformity

14.1 When required by law, lots sold through Il Ponte are covered by the legal guarantee of conformity provided for in Articles 128-135 of the Italian Consumer Code (Legal Guarantee), if applicable.

14.2 The Legal Guarantee is given to the consumer (who, pursuant to Article 3, paragraph I, letter a) of the Consumer Code, is an individual who acts for purposes unrelated to his business, commercial, craft or professional activities).

14.3 The Seller is liable to the consumer for any lack of conformity existing at the time of delivery of the product and that becomes apparent within two years of that delivery. The lack of conformity must be reported to the Seller within two months of the date on which it was discovered, otherwise the guarantee is voided. Unless proved otherwise, it is assumed that any lack of conformity which becomes apparent within six months of delivery of the product already existed on the delivery date, unless this assumption is incompatible with the nature of the product or with the nature of the lack of conformity. From the seventh month following the delivery of the lot, it becomes the consumer's burden to prove that the defect existed at the time of delivery. In order to avail himself of the Legal Guarantee, therefore, the consumer shall first give proof of the date of the sale and of the delivery of the lot. The consumer, in order to be able to provide this proof, should therefore keep all documentation suitable to demonstrate the sale (for example, the purchase invoice) and the date of delivery or collection of the lot.

14.4 With reference to the definition of "lack of conformity", please refer to the provisions of Article 129, paragraph II, of the Consumer Code. Excluded from the scope of the Legal Guarantee are defects caused by accidental events or by responsibilities of the consumer, or by any use of the lot that is incompatible to its intended use.

14.5 In the event of a lack of conformity duly reported in the appropriate terms, the consumer is entitled: (i) first of all, to the repair or replacement of the lot, at his choice, free of charge, unless the solution requested is impossible or excessively expensive compared to the other; (ii) second, (in cases where repair or replacement is impossible or prohibitively expensive or the repair or replacement did not take place within a reasonable time or the repair or replacement made previously caused significant inconvenience to the consumer) to a reduction in the Hammer Price or the termination of the contract, at his choice. The remedy requested is overly burdensome if it imposes unreasonable costs on the Seller with respect to alternative remedies that may be exercised, taking into account: (i) the value the object would have if there were no lack of conformity; (ii) the nature of the lack of conformity; (iii) the possibility that the alternative remedy could be implemented without significant inconvenience to the consumer.

14.6 If, during the period of validity of the Legal Guarantee, the lot manifests a lack of conformity, the consumer may inform Il Ponte of this fact at the contacts provided in Article 16. Il Ponte will reply promptly to communications of any alleged lack of conformity and indicate to the consumer the specific procedure to be followed.

## 15 Contacts

It is possible to ask questions, send information, request assistance or file complaints to Il Ponte:

- by email: [info@ponteonline.com](mailto:info@ponteonline.com);
- by mail: Il Ponte - Casa d'Aste srl, Milan, Via Pontaccio 12 (20121) or Via Medici del Vascello 8 (20138);
- by phone: +39 02.863141 (offices in Via Pontaccio 12) or +39 02.8631472 (offices in Via Medici del Vascello 8) (phone numbers are not free of charge and operate at the following times: Mon-Ven. 9 am to 1 pm; 2 pm to 6 pm, for the offices in Via Pontaccio 12; 9 am to 1 pm; 2 pm to 5:30 pm for the offices in Via Medici del Vascello 8, in both cases excluding public holidays in Italy);
- by fax: +39 02.72022083 (offices in Via Pontaccio 12) or +39 02.36633096 (offices in Via Medici del Vascello 8);

Il Ponte will reply to complaints within five working days of their receipt.

## 16 Jurisdiction and applicable law

16.1 The contractual relationship between Il Ponte and the Buyer is governed by Italian Law. The General Terms and Conditions of Sale may be translated into other languages, should any conflict arise between the Italian original version and any foreign language translation, the conditions of sale included in the Italian version shall prevail and shall remain valid and binding.

16.2 In the case of consumer Buyers, for any dispute concerning the application, implementation and interpretation of the General Terms and Conditions of Sale, the jurisdiction shall be the location where the consumer resides or is domiciled.

16.3 Under Article 141-sexies, paragraph 3 of the Consumer Code, when applicable, Il Ponte informs the consumer Buyer that, in the event he has filed a complaint directly with Il Ponte, after which however it has not been possible to resolve the dispute, Il Ponte will provide information about the Alternative Dispute Resolution entity or entities for the extra-judicial settlement of disputes relating to the obligations arising from any contract concluded under the General Terms and Conditions of Sale (so-called ADR entities, as specified in Articles 141-bis et seq. of the Consumer Code), specifying whether or not it intends to make use of such entities to resolve such dispute.

16.4 Il Ponte also informs the consumer Buyer that a European platform for online dispute resolution of consumer disputes has been established (the so-called ODR platform). The ODR platform is available at <http://ec.europa.eu/consumers/odr/>; through the ODR platform, the consumer Buyer may consult the list of ADR entities, find the link to the website of each of them and start an online dispute resolution procedure for the dispute in which he is involved.

This is without prejudice of the consumer Buyer's right to appeal to a competent ordinary court for settlement of the dispute arising from the General Terms and Conditions of Sale, regardless of the outcome of the out-of-court dispute settlement procedure pursuant to Part V, Title II-bis of the Consumer Code.

16.5 The Buyer who is resident in an EU member state other than Italy may also have access, for any dispute concerning the application, implementation and interpretation of the General Terms and Conditions of Sale, to the minor disputes procedure established by Regulation (EC) No. 861/2007 of 11 July 2007, provided that the value of the dispute does not exceed, excluding interest, fees and expenses, Euro 2,000.00. The text of the regulation is available on the website [www.eur-lex.europa.eu](http://www.eur-lex.europa.eu).

## II. Additional Terms and Conditions of Sale for Online Bidding

The following Additional Terms and Conditions of Sale for Online Bidding (Terms) apply to online auctions where Il Ponte - Casa d'Aste s.r.l., based in Milan, via Pontaccio 12

(20121), VAT no. 01481220133, fully paid-up share capital of Euros 34,320.00 (Il Ponte) allows online bids through the web site [www.ponteonline.com](http://www.ponteonline.com) (Web Site) and/or web sites of third parties (Platforms).

Each lot is offered for sale by Il Ponte. All auction sale contracts concluded via online bidding through the Web Site and/or the Platform are excluded from the rules of Chapter I, Title III of the Italian Legislative Decree no.206 of 6 September 2005 for the reason that the aforementioned contracts have been concluded at an auction sale.

These Terms are in addition to (and do not replace) the Terms and Conditions of Sale, whose definitions will be referred to in these Terms, as well as the above reproduced Particular Conditions of Sale of the specific auction, available on the Website (in the Online Catalogue section of the specific auction) or provided upon request.

By participating in an auction via the Web Site and/or the Platform, the bidder agrees to be bound by the General Terms and Conditions of Sale, the above reproduced Particular Conditions of Sale of the specific auction and the present Terms.

### **1. One-Step Process and Irrevocability of an Online Bid. Exception to the Right of Withdrawal**

In order to register for an auction, a copy of a valid ID must be sent to [info@ponteonline.com](mailto:info@ponteonline.com). Failure to do so, will make the registration void. Il Ponte reserves the right to refuse or to revoke registration for an auction at its sole discretion. The process for making a bid through the Web Site and/or the Platform is a one-step process; the bid is sent as soon as the bidder clicks the relevant button and it is final. By placing an online bid via the Web Site and/or the Platform, the bid is considered final and cannot, under any circumstances, be modified or revoked. Moreover, under Article 59, paragraph 1, letter m) of the Consumer Code, if the auction sale contract is concluded with a bidder who made an online bid through the Web Site and/or the Platform and who may be qualified as a consumer pursuant to Article 3, paragraph 1, lett. a) of the Consumer Code, the buyer will not be entitled to a right of withdrawal, as the contract is concluded through a public auction, as defined by Article 45, paragraph 1, letter o) of the Consumer Code. If your bid is a successful bid, the Buyer irrevocably agrees to pay the full purchase price including buyer's premium and all applicable taxes and other applicable charges.

### **2. Payment and Delivery**

Payment: please refer to Clause 7 of the General Terms and Conditions of Sale and the above reproduced Particular Condition of Sale of the specific auction available on the Website (in the Online Catalogue section of the specific auction) or provided upon request.

Delivery: please refer to Clause 8 of the General Terms and Conditions of Sale.

### **3. Competing Bids**

If you have the leading bid this will be indicated on the Web Site and/or the Platform. The auctioneer has discretion to vary bidding increments for bidders in the auction room and on the telephones, but bidders via the Web Site and/or the Platform may not be able to place a bid in an amount other than a whole bidding increment. All bidding for this sale will be in euros.

### **4. Bidder's responsibility**

Bidders on the Web Site and/or the Platform are responsible for making themselves aware of all sale room notices and announcements. All sale room notices will be read by the auctioneer at the beginning, where appropriate, or during the sale prior to a relevant lot being offered for sale. Il Ponte recommends that bidders on the Web Site and/or the Platform log on at least ten minutes before the scheduled start of the auction to ensure that you have heard all announcements made by the auctioneer at the beginning of the sale. All sale room notices and announcements form part of the present Terms, the General Terms and Conditions of Sale and the Particular Conditions of Sale of the specific auction. Il Ponte reserves the right to refuse or revoke permission to bid online via the Web Site and/or the Platform and to remove bidding privileges during a sale. Successful bidders will be notified about the adjudication and receive the bank statement related to their purchase after the sale.

### **5. Il Ponte's responsibility**

Il Ponte will not be responsible for any errors or failures to execute bids placed via the Web Site and/or the Platform, including, without limitation, errors or failures caused by (i) a loss of connection to the internet or to the Web Site and/or the Platform software by either Il Ponte or the client; (ii) a breakdown or problem with the Web Site and/or the Platform software; or (iii) a breakdown or problem with a client's internet connection, mobile network or computer. Il Ponte is not responsible for any failure to execute an online bid or for any errors or omissions in connection therewith. When participating in the auction by means of the Website and/or the Platform, bidders and potential buyers exclusively and expressly assume any risk and/or responsibility for the receiving and good outcome of the bids placed and/or to be placed.

### **INFORMATION on ART 13 of the G.D.P.R.**

Pursuant to and for the effects of art. 13 of the New Data Protection Regulation (GDPR 2016/679), we inform the Customer (so-called interested party) that:

#### **1. Owner and other designated persons**

The data controller is Il Ponte - Casa D'Aste S.r.l., with registered office in Milan, Via Pontaccio n. 12, in the person of the director, Dr. Rossella Novarini, mail: [direzione.generale@ponteonline.com](mailto:direzione.generale@ponteonline.com). For the purpose of replying to the interested party in case of exercise of rights by the latter, it is possible to contact Francesca Conte, mail: [francesca.conte@ponteonline.com](mailto:francesca.conte@ponteonline.com).

The appointed DPO is Programmastudio Spa, in the person of the Dr. Pasquale Iannone, tel. 02 2829389, mail: [privacy@programmastudio.it](mailto:privacy@programmastudio.it).

#### **2. Treatment and legal basis**

Personal data, freely provided by the Customer to the company on the basis of the activity Personal data, freely provided by the Customer to the company on the basis of the activity carried out by virtue of specific contractual regulations, will be treated in a lawful manner, according to correctness, and in accordance with the provisions of the Regulations, for the purpose of:

- fulfilling the mandate to sell and / or participating in the scheduled auctions;
- for the purposes established by the current anti-money laundering legislation (the Italian Legislative Decree 231/07 and subsequent amendments).

The provision of the above data is mandatory for the holder to be able to carry out the

task assigned to him. In case of refusal to provide the requested data, the holder will find it impossible to perform the contractually provided services, due to fact and fault of the Customer concerned.

Personal data such as e-mail address, provided optionally by the Customer to the company on the basis of a specific consent issued by the same, will be processed in a lawful and correct manner, as well as in accordance with the Regulation for the purposes of forwarding information, updates and news regarding new auctions and / or future events. For this purpose the company will collect the consent with electronic and /or written modalities.

The image will be recorded, by means of a video recording system and as per reported information, in the legitimate interest of the Owner, or in order to protect the safety of persons and the protection of the company's assets.

### **3. Processing tools and data storage methods**

The data processed (which may be: common and identifying) are updated, complete, relevant and not excessive with respect to the aforementioned purposes of processing.

The same data will be processed, in compliance with the security and confidentiality required through the following procedures: collection of data from the interested party, registration and storage of the same for predetermined, explicit and legitimate purposes.

The same data will be processed using both paper and electronic and automated means. Personal data will be processed by the Data Controller as well as by employees and collaborators authorized to process the data.

The data may be communicated, to the public bodies recipients of the communications / declarations object of the present contract, as well as to the appointed inspection persons, where required, during the verification and control phases related to the regularity of the fulfilments.

The same data, object of this information, can be communicated to professionals and / or collaborators of the holder for the accomplishment of the assigned task and for the same purposes. Moreover, the data in question will not be disseminated beyond the limits specified therein, unless otherwise indicated by the interested party, provided in writing.

It is not the intention of the Data Controller to transfer the data object of this letter to a third country or to an international organization. It should be noted that the external backup is also performed by an Italian company, therefore also required to comply with the privacy legislation in question, through the use of server sites on Italian territory.

There is no automated decision making process.

Finally, the interested party is informed that the Data Controller has set up a great variety of security measures to protect data against the risk of loss, misuse or alteration.

### **4. Data retention period**

The data, subject of this information, will be kept:

- for 10 years (ten years) from the conclusion of the contractual relationship, for treatment with a contractual legal basis;
- 5 years from the withdrawal of consent for treatment with a consensual basis;
- no more than 72 hours, relative to the treatment of images of the video surveillance.

### **5. Rights of the interested party**

The interested party has the right:

- to ask the Data Controller to confirm or not the possession of personal data concerning himself, even if not yet registered, and their communication in an intelligible form, as well as access to personal data, its possible updating or integration, correction or the cancellation of the same, the transformation of the same in anonymous form or the blocking of those treated in violation of the law, the limitation of the processing that concerns himself or to oppose its treatment, in addition to the right to data portability. The interested party also has the right to obtain an indication of the origin of personal data, its purpose and the methods of treatment, as well as the logic applied in case of treatment carried out with the aid of electronic instruments;
- he may also object in whole or in part to the processing of data concerning him for the purpose of sending advertising material, direct sales or market research or commercial communications;
- he has the right to withdraw the consent at any time, without prejudice to the lawfulness of the processing performed on the basis of the consent given prior to the revocation, as well as the right to place a complaint with a supervisory authority.