

The relationships between BERARD-PERON and the buyer are subject to the present general conditions of purchase which can be modified by saleroom notices or oral indications before the sale, which will be recorded in the official sale record.

SVV BERARD –PERON is an operator of voluntary auction sales regulated by the law articles L312-4 and following of the Code de Commerce. In such capacity, SVV BERARD–PERON acts as the agent of the seller who contracts with the buyer.

1- GOODS FOR AUCTION

Prospective buyers are invited to examine the goods they are interested in before the auction during the exhibitions. SVV BERARD–PERON is available to give condition reports.

Description of the lots (including characteristics such as dimensions, colors) resulting from the catalogue, the reports, the labels and the verbal statements or announcements are only the expression by BERARD PERON of its perception of the lot. but cannot constitute the proof of a fact.

No reclamation will be accepted once the item is sold, especially for accidents and restorations. Clocks and watches are sold without guarantee of their functioning.

Photos are not contractual.

The auction house reserves the right to make changes or add additional information to lot descriptions. They will be announced during presale exhibitions, at the time of written bid registration and auctioning.

The statements made by SVV BERARD–PERON about any restoration, mishap or harm arisen concerning the lot are only made to facilitate the inspection thereof by the prospective buyer and remain subject to his own or to his expert's appreciation. The absence of statements by SVV BERARD–PERON relating to a restoration, mishap or harm, whether made in the catalogue, condition reports, on labels or orally, does not imply that the item is exempt from any current, past or repaired defect. Inversely, the indication of any defect whatsoever does not imply the absence of any other defects.

Lots will be sold as is. No condition report will be prepared.

Estimates are provided for guidance only and cannot be considered as implying the certainty that the item will be sold for the estimated price or even within the bracket of estimates.

Estimates cannot constitute any warranty assurance whatsoever.

The estimations can be provided in several currencies: the conversions may, in this case, be rounded off differently than the legal rounding.

2 – THE SALE

In order to assure the proper organization of the sales, prospective buyers are invited to make themselves known to SVV BERARD PERON before the sale, so as to have their personal identity data recorded.

SVV BERARD–PERON reserves the right to ask any prospective buyer to justify his identity as well as his bank references and to request a deposit.

SVV BERARD–PERON reserves the right to refuse admission to the auction sales premises to any prospective buyer for legitimate reasons.

Any person who is a bidder undertakes to pay personally and immediately the hammer price increased by the buyer's premium and any all taxes or fees / expenses which could be due.

Any bidder is deemed acting on his own behalf except when the prior notification, accepted by SVV BERARD–PERON, is given that he acts as an agent on behalf of a third party.

The usual way to bid consists in attending the sale on the premises. However SVV BERARD–PERON may graciously accept to receive some bids by telephone from a prospective buyer who has expressed such a request before the sale. Telephone bids are only accepted for lots whose estimate is at least equal to 300€.

SVV BERARD–PERON will bear no liability / responsibility whatsoever, notably if the telephone contact is not made, or if it is made too late, or in case of mistakes or omissions relating to the reception of the telephone.

For variety of purposes. SVV BERARD–PERON reserves its right to record all the telephone communications during the auction. Such record shall be kept until the complete payment of the auction price, except claims.

SVV BERARD–PERON may accept to execute orders to bid which will have been submitted before the sale and which have been deemed acceptable by SVV BERARD–PERON. SVV BERARD–PERON is entitled to request a deposit which will be refunded within 72hours after the sale if the lot is not sold to this bidder

In order to bid online on www.interencheres-live.com, prospective buyers have to register and give every identity information and bank references. SVV BERARD–PERON is not able to register inscriptions during the auction. Pre-registration is mandatory, at least 4 hours before the beginning of the auction, and involves the fact that www.interencheres-live.com gives to SVV BERARD–PERON every information regarding identity and bank details. SVV BERARD–PERON reserves its right to ask if needed more information before the final registration. Every online bid will be considered as an irrevocable buying will.

Should SVV BERARD–PERON receive several instructions to bid for the same amounts, it is the first received bid

which will be given preference to. SVV-BERARD-PERON will bear no liability / responsibility in case of mistakes or omission of performance of the written order.

Absentee or telephone bids and online registration must be imperatively written or send via the online platform interencheres.com and accompanied by a check or bank details and a copy of two proofs of ID.

In the event where a reserve price has been stipulated by the seller, SVV BERARD-PERON reserves the right to bid on behalf of the seller until the reserve price is reached. However, the seller will not be admitted to bid himself directly or through an agent. The reserve price may not be higher than the low estimate for the lot printed in or publicly modified before the sale.

SVV BERARD-PERON will conduct auction sales at its discretion, ensuring freedom auction and equality among all bidders, in accordance with established practices.

SVV BERARD-PERON reserves the right to refuse any bid, to organize the bidding in such manner as may be the most appropriate, to move some lots in the course of the sale, to combine or to divide some lots in the course of the sale.

In case of challenge or dispute. SVV BERARD-PERON reserves the right to designate the successful bidder, to continue the bidding or to cancel it. or to put the lot back up for bidding.

Subject to the decision of the person conducting the bidding for SVV BERARD-PERON, the successful bidder will be the bidder who will have made the highest bid provided the final is equal to or higher than the reserve price if such a reserve price has been stipulated.

The hammer stroke will mark the acceptance of the highest bid and the pronouncing of the word «adjudge» or any equivalent will amount to the conclusion of the purchase contract between the seller and the last bidder taken in consideration.

No lot will be delivered to the buyer until full payment has been made. In case of payment by an ordinary draft / check, payment will be deemed made only when the check will have been cashed.

So as to facilitate the price calculation for prospective buyers, a currency converter may be operated by SVV BERARD-PERON as guidance. Nevertheless, the bidding cannot be made in foreign currency and SVV BERARD-PERON will not be liable for errors of conversion.

3 -THE PERFORMANCE OF THE SALE

In addition of the lot's hammer price, the buyer must pay the following costs and fees/taxes:

Lots from the EEC:

Sales will be by cash purchase in Euros. In addition to the hammer price, purchasers will pay a buyer's premium of:

- **For voluntary lots : 25.2% including taxes (21% excluding taxes) to 250.000€; 14.4% including taxes (12% excluding taxes) beyond 250.001€**
- **For judiciary lots: (symbolized with a *): 14.4% including taxes (12% excluding taxes)**
- **For lots bought on Interenches-live platform, regular buyer's premium are increased of 3,6 % including taxes (3% excluding taxes)**
- **Lots sold on behalf of Credit Municipal of Lyon: 15% including taxes**

Additional or special taxes can be due on certain lots. It will be indicated on the catalogue with a symbol (FA) in front of the lot's number, or with an announcement during the auction.

The taxes (VAT on commissions and VAT on importation) can be retroceded to the purchaser on presentation of written proof of exportation outside the EEC.

An EEC purchaser who will submit his intracommunity VAT number will be exempted from paying the VAT on commissions.

The payment of the lot will be made cash, for the whole of the price, costs and taxes, even when an export license is required. The purchaser will be authorized to pay by the following means:

- in cash: up to 1000 euros, costs and taxes included, for French citizens, up to 15 000 euros, costs and taxes included, for foreign citizens on presentation of their identity papers. No payment in cash will be accepted for a professional willing to pay precious metals
- By French check with copy of an ID and for any society copy of the certificate of incorporation. No foreign check will be accepted.
- By credit card: VISA. MASTERCARD (no AMERICAN EXPRESS allowed). If the lot was acquired on Interencheres-Live platform, it is possible to pay the invoice online with the credit card used for the registration.
- Bank transfer : in case of wire transfer from abroad, bank fees will be borne by the buyer

The payment must be effective immediately.

In case of bank transfer, please find our references:

SARL BERARD PERON
6 Rue Marcel-Gabriel Rivière – 69002 LYON
Domiciliation : LYON GRENETTE (00622)
BIC : BNPAFRPPTAS
RIB : 30004 00622 00010307666 56
Identification internationale (IBAN) : FR76 3000 4006 2200 0103 0766 656

Buyers are invited to note their name and invoice number on the wire transfer document.

Lots will only be available after complete payment.

SVV BERARD PERON will be authorized to reproduce in the official sale record and on the bid summary the information that the buyer will have provided before the sale. The buyer will be responsible for any false information given.

Should the buyer have neglected to give his personal information before the sale, he will have to give the necessary information as soon as the sale of the lot has taken place. Any person having been recorded by SVV BERARD-PERON has right of access of rectification to the nominative data provided to SVV BERARD-PERON pursuant to the provisions of Law of the 6 July 1978.

The lot is under the buyer's responsibility once the word "adjudgé" is pronounced. It must be insured by the buyer immediately after the purchase. The buyer will have no recourse against SVV BERARD-PERON, in the event where, due to a theft, a loss or a deterioration of his lot after the purchase, the compensation he will receive from the insurer of SVV BERARD PERON would prove insufficient.

In case the lot is not taken three days after the auction, SVV BERARD-PERON reserves the right to apply storage fees of an amount of 10€ per day and per item.

The lots will be transferred to a secure storage at buyer's expense.

The lot will be delivered to the buyer only after the entire payment of the price, costs and taxes. If payment is made by check, the lot will be delivered after cashing, 15 working days after the check deposit.

In the meantime SVV BERARD PERON may invoice to the buyer the costs of storage of the lot, and if applicable the costs of handling and transport. The buyer can mandate a third person to take his lots. This person must present a proxy and copies of the buyer's ID and of its own ID.

SVV BERARD-PERON does not take in charge the lots' shipment. No shipment will be made for lots sold at Hotel des Ventes l'Annexe 18 Boulevard des Nations (69960 CORBAS). For auction which have taken place at 6 rue Marcel Gabriel Riviere (69002 LYON) buyers are invited to contact:

- **Mail Boxes Etc. Centre MBE 002 – 04 72 04 04 60**
- **Ivan VEZZOLI carrier – 06 12 36 35 06**

Should the buyer fail to pay the amount due, and after notice to pay has been given by SVV BERARD PERON to the buyer without success, at the seller's request, the lot is re-offered for sale, under the French procedure known as « procedure de folle enchere ». If the seller does not make this request within three months from the date of the sale, the sale will be automatically cancelled, without prejudice to any damages owed by the defaulting buyer.

In addition, SVV BERARD-PERON reserves the right to claim against the defaulting buyer, at its option: interest at the legal rate increased by five points, the reimbursement of additional costs generated by the buyer's default the payment of the difference between the initial hammer price and the price of sale after «procedure de folle enchere» if it is inferior as well as the costs generated by the new auction. SVV BERARD-PERON also reserves the right to set off any amount. SVV BERARD-PERON may owe the defaulting buyer with the amounts to be paid by the defaulting buyer.

SVV BERARD-PERON reserves the right to exclude from any future auction, any bidder who has been a defaulting buyer or who has not fulfilled these general conditions of purchase.

4 - THE INCIDENTS OF THE SALE

In case of dispute, SVV BERARD-PERON reserves the right to designate the successful bidder, to continue the sale or to cancel it or to put the lot up for sale again.

In case two bidders have bidden vocally, by mean of gesture or by telephone for the same amount and both claim title to the lot, after the bidding, the lot will immediately be offered again for sale at the previous last bid and all those attending will be entitled to bid again. So as to facilitate the presentation of the items during the sales. SVV BERARD-PERON will be able to use video technology. Should any error occur in operation of such, which may lead to show an item during the bidding which is not the one on which the bids have been made. SVV BERARD-PERON shall bear no liability / responsibility whatsoever, and will have sole discretion to decide whether or not the bidding will take place again.

5- FRENCH STATE'S PRE-EMPTION

The French state is allowed to use its pre-emptive right on auctioned artworks in accordance with the law. The use of this right comes immediately after the hammer stroke, the representative of the French state expressing then the intention of the State to substitute for the last bidder, provided he confirms the preemption decision within fifteen days. SVV BERARD-PERON will not bear any liability / responsibility for the conditions of the pre-emption by the French state.

6- INTELLECTUAL PROPERTY – COPYRIGHT

The copyright in any and all parts of the catalogue is the property of SVV BERARD-PERON. Any reproduction thereof is forbidden and will be considered as counterfeiting to its detriment. Furthermore, SVV BERARD-PERON benefits from a legal exception allowing them to reproduce the lots for auction sale in its catalogue, even though the copyright protection on an item has not lapsed. Any reproduction of SVV BERARD-PERON catalogue may therefore constitute an illegal reproduction of a work which may lead its perpetrator to be prosecuted for counterfeiting by the holder of copyright on the work. The sale of a work of art does not transfer to its buyer any reproduction or representation rights thereof.

7- INSURANCES

The buyer has to insure its purchase, and SVV BERARD-PERON assumes no liability for any damage items which may occur after the sale. All transportation arrangements are the sole responsibility of the buyer.

8- SEVERABILITY

The clauses of these general conditions of purchase are independent from each other. Should a clause whatsoever be found null and void, the others shall remain valid and applicable.

9- LAW AND JURISDICTION

In accordance with the law, it is added that all actions in public liability instituted on the occasion of valuation and voluntary and court-ordered auction sales are barred at the end of five years from the hammer price or valuation.

These Conditions of purchase are governed by French law exclusively. Any dispute relating to their existence, their validity and their binding effect on any bidder or buyer shall be submitted to the exclusive jurisdiction of the Courts of France.

10- PROTECTION OF CULTURAL PROPERTY

SVV BERARD-PERON applies a policy to prevent the sale of looted or stolen cultural property.