

GENERAL CONDITIONS

1. The Auction House is charged with selling the assigned lots in the name of and on behalf of the Seller, whether an actual person or a company of any kind. The effects of the sale, even in the case of inadvertent handling or sale of goods from an illegal origin, is the responsibility of the Seller, even when the Seller is a company of any kind. The Auction House waives all responsibility in such cases, other than the instructions from the Seller, and of the Buyer.

2. The sale goes to the highest bidder. The Auction House does not accept transfer of the purchased lots to third parties. The Auction House deems the successful bidder exclusively responsible for payment. Auction participation on behalf of third parties must be communicated to and approved in writing by the Auction House prior to the auction.

3. Valuations are purely an indication of price and expressed in Euros. For legal sales such as repossessions, the valuations may be preceded by the letters b.a. (from the Italian base d'asta or "base price") i.e. the minimum price at which a lot can be sold; val. (the price set at the lot valuation set by the auction house); or o.l. (from the Italian offerta libera or open to offers), whereby the lot is sold to the highest bidder without a minimum starting price. The lot descriptions represent purely an opinion and the Auction House is not responsible for any inaccuracies. Lots may present imperfections, signs of wear and of the passage of time, even in the absence of the word "defects" or similar in the description. Any objections must be presented in written form within 15 days of the awarding of the lot - if deemed a valid objection, the lot may be returned to the Auction House, and the amount paid for the lot will be returned to the Buyer without further objections or claims regarding the lot.

For all goods sold at auction, the relationship between Viscontea Casa d'Aste and the Seller will close 60 working days after the end of the auction. Upholding the application of the terms of decadence required by law, once Viscontea have been paid by the Buyer and have paid the Seller, any dispute must be made in writing and resolved directly with the Seller who have authorized Viscontea to pass on their details when requested to the Buyer.

4. Traditional auctions will be preceded by an viewing period during which the sales director and his team will be available to answer your queries. All objects are sold as seen on the viewing day.

5. The Auction House can accept purchase commissions (written offers or telephone offers) on lots sold as instructed by the Seller. The lots will always be awarded to the lowest offer above all other offers and above the reserved price. The Auction House though acting with maximum diligence, waives all responsibility for any eventual errors that may happen whilst executing telephone or written offers. The forms for written offers and telephone offers should be filled in fully as per instructions in the How to buy section. Bids with an unlimited offer price will not be accepted. A valid identity document must also be provided and national insurance number that will then be held by Viscontea on their register. In the rare case of identical written offers, the lot will be awarded to the offer received first by Viscontea.

Given the limited number of telephone lines, the Auction House reserve the right to not accept a requests for a telephone call-back during the auction from clients who have a track record of taking part in auctions without demonstrating a real intention to buy (as judged by the Auction House).

The Auction House also offers an online bidding service via live auctions marketplaces for bidders who cannot attend the sale. In completing the bidder registration and providing credit card details, the Buyer agrees with Viscontea Casa d'Aste's Terms and Condition.

6.The Buyer will pay an auction fee, for each lot, equivalent to 28% of the final sale price after VAT and other tax obligations.

Please note that any lots purchased via live auctions marketplaces will be subject to an additional commission charge on the hammer price, as written in their conditions.

7. The Auction House reserves the option to in its own judgement to issue a caution to anyone who wishes to take part in an auction - in person, via written offer or telephone participation.

8. During the auction, the Auctioneer has the right to unite or separate lots.

9. The lots are sold by the sales director. The Auction House can also use CCTV video and telephone recording during the sale.

10. The total payment of the allotment price and the auction fees can be immediately claimed by the Auction House. In all circumstances, the final payment must be made within 7 days of the sale.

11. The Auction House has a collaboration with shipping companies that can take care of the entire procedure, if the customer requests it. Bought and paid lots must be collected within 15 days, unless agreed otherwise with the Auction House and except lots for which it is necessary to obtain the export license (for these ones 15 days start from the moment in which the authorizations are ready). Following this period, the Auction House will be except from all responsible for the safe storage and custody, and any eventual deterioration of the goods and, when the 15 day expiry, a daily cost of storage of euro 10,00 per day will be charged. Uncollected lots can be also transported to an external storage site at the expense and risk of the Buyer.

12. The Buyers are requested to read and observe all laws relating to the objects being purchased, and are requested to pay particular attention to the law D.Lgs. 22.01.2004 n. 42 (c.d. Codice dei Beni Culturali - the law on cultural related goods) and ss.mm. The export of goods is regulated by the above law, Customs Law and Tax Law - which must all be followed. The Auction House waives all responsibility concerning restrictions on movement and export of the goods that the Buyer may come across.

13. In case of dispute with the Italian State, the Buyer and the Seller cannot make a claim (inclusive compensation or repayment) against the Auction House.

14. Any dispute will be resolved in the Foro di Milano.

15. These conditions of sale are automatically accepted by anyone taking part in our auctions.