

CONDITIONS OF SALE

1 The lots are offered for sale at the site of Studio Art Martini s.r.l., which acts as the exclusive agent in its own name and on behalf of each Seller, whose name is transcribed in the opposite registers PS at the Studio Art Martini s.r.l. The effects of the sale affect the Seller and the Art Studio Martini s.r.l. does not assume towards the Buyer or third parties other than the liability to it arising from its role as an agent.

2 The objects are sold to the highest bidder and for cash; in the event of a dispute between Bidders over the disputed object, at the discretion of the Auctioneer, put up for sale during the auction itself, and again won. In presenting his bid, the bidder assumes personal responsibility to pay the hammer price, including the Commission on Human Rights of the auction.

3 Studio d'Arte Martini s.r.l reserves the right to withdraw any lot. The auctioneer during the auction, has the right to combine or separate lots and possibly change the order of sale. The same may, at its discretion, withdraw lots if bids Auctions do not reach the reserve price agreed between the Art Studio Martini s.r.l and the Seller.

4 The successful tenderer will correspond to the Studio Art Auction Martini s.r.l a commission for each lot of 20% on the hammer price.

5 Before each auction, all participants is required for the validity of any award, to fill out an Application Form with your personal data and bank references.

6 The Studio Art Martini s.r.l can accept mandates for the purchase (written bids and telephone), making bids by the auctioneer, in competition with the participant in the Auction.

7 In the case of two identical written bids for the same lot, the same will be awarded to the Bidder whose bid was received first. The Studio d'Arte Martini s.r.l reserves the right to refuse bids from buyers not known unless it is given a deposit to cover the entire value of the lots or desired, in any case, provided other appropriate guarantee. At the time of the award, the Art Studio Martini s.r.l Bidder may request personal information, and if payment is not immediate and in cash, the Contractor shall provide to the Study of Art Martini s.r.l bank references adequate and controllable anyway : In case of apparent non-compliance to the truth or completeness of the information or the circumstances referred to above, including the information provided under Article 5, or at least inadequate bank references, the Art Studio Martini s.r.l reserves the right to cancel the contract for the sale of the lot awarded.

8 The Art Studio Martini s.r.l is acting as agent of the sellers and disclaims any liability with regard to the description of the objects in the catalogs, brochure and other publications; descriptions above, as well as any other indication or illustration are indicative and can not generate any kind of credit in the Bidders. All auctions are preceded by an exhibition in order to allow a thorough examination of the authenticity, condition, provenance, type and quality of the objects. After the Award, or the Art Studio Martini s.r.l nor the Seller shall be liable for defects related to the state of preservation, the erroneous attribution, authenticity, provenance, weight, or lack of quality of the items .

9 The bases auction in the auction concerning the possible departure of each lot are printed under the description of the lots in the catalog and do not include the auction fees owed by the Buyer. These estimates, however, are made well in advance of the date of the auction and therefore may be subject to revision. The description of the lots in the catalog may be subject to revision, through communications to the public during the Auction.

10 The total payment of the hammer price and the auction fees must be paid in full, in Euros, within seven days from auction. In the event of non-payment the Art Studio Martini s.r.l fact, may: a) proceed to the compulsory execution of the purchase, b) dispose of the lot by private treaty or damage the Buyer in an Auction next, holding however, as a penalty, any payments received. The item will be guarded by Studio Art Martini s.r.l at the risk and expense of the Buyer until as above will not be sold or returned to the seller's own request.

11 The contractor, paid the price and commissions for the auction fees, must pick up the lots at his own risk and expense. At the express request the Art Studio Martini s.r.l can be arranged at the expense and risk of the Buyer, packing, shipping and insurance of the lot.

12 Notwithstanding any provision to the contrary contained herein, the Art Studio Martini s.r.l reserves the right to agree with the purchaser, special forms of payment, deposit warehouse in private / public or privately sell the lots awarded and not withdrawn, to ensure lots awarded, to resolve disputes and complaints made by or against the same purchaser, and in general to take any action deemed appropriate in order to collect monies due by the Buyer or, depending on the circumstances, to cancel the sale in accordance with Articles 13 and 14 and return the price to the Buyer.

13 These Conditions of Sale are automatically accepted by those participating in the Auction and are available to any interested party on request. For any dispute shall be the exclusive jurisdiction of the Court of Brescia.

For more information, please contact:

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