



WRITTEN AND TELEPHONE BIDS FORM

MARTINI STUDIO D'ARTE

The undersigned:

First name _____ Family name _____
Address _____ Postcode _____
Phone number _____ Mobile phone number _____ Email _____
Tax code/VAT number _____

ATTACHMENTS: COPY OF ID CARD OR PASSPORT

I hereby acknowledge that I have completely read, fully understood and agree with the General Conditions of Sale

Auction number _____ of the (date) _____, I declare (tick one of the options below)

(A) I cannot physically attend the auction, but I would like to express the following maximum bids in order to purchase the here below listed lots.

(B) I would like to be contacted by Studio d'Arte Martini S.r.l. on the above mentioned phone numbers, when the here below listed lots are offered up for bid. Thus, I would like to call out my bid/bids on the phone. If, for whatever reason (including technical problems), Studio d'Arte Martini S.r.l. cannot reach me on the phone, the auction house will be authorized to call out bids on my behalf until an auction price equal to the maximum bid that I have indicated in the grid here below. I am aware and agree that the phone call is recorded by Studio d'Arte Martini S.r.l..

LOT NUMBER	DESCRIPTION	MAXIMUM BID - TELEPHONE BID (For the Telephone Bid, option B, write TELEPHONE BID)

Date Signature

This form must be sent to Studio d'Arte Martini S.r.l. at least 24 hours before the beginning of the auction: by fax on the following number +39 030 2475196 or by mail at info@martiniarte.it
If the person who takes part into the auction wants to call out written bids on behalf of another person, she/he must attach to this form an authorization form signed by the represented person and a copy of the ID card and tax code of the represented person. If the represented is a company, the authorization form must be signed by the legal representative or by a company's lawyer who is authorized to sign on behalf of the company. In this case, her/his ID card and tax code must be attached to the authorization form.
In any case, Studio d'Arte Martini S.r.l. reserves the right to prevent the representative to participate into the auction, if, at its absolute discretion, the auction house does not consider the power of legal representation properly proved.
In case of adjudication, the winning bidder must pay to Studio d'Arte Martini S.r.l. the hammer price and a buyer's premium of 25% (including VAT) of the hammer price.
With reference to written bids, we do not accept bids with unlimited or unspecified amounts. We accept only rounded to the tens bids.
During the auction, Studio d'Arte Martini S.r.l. will try to consider both the minimum bid and all other bids, so that the bidder will get the lot to the lowest hammer price.
Studio d'Arte Martini S.r.l. does not take responsibility for any mistake included in this form.
Before sending this form, it is necessary to make sure that the lot description corresponds to the good that you intend to buy; in particular, it is necessary to make sure that the lot number in the catalogue corresponds to the lot description.
If the lot number and the lot description do not correspond, Studio d'Arte Martini S.r.l. will call out bids with reference to the mentioned lot number.
I agree with the General Conditions of Sale published in the auction catalogue on the following page.

Date Signature

In accordance with art. 13 of the General Data Protection Regulation, UE Regulation 679/16, the undersigned declares that she/he has received information about the treatment of the provided personal data, which are necessary and essential for concluding the contractual agreement. The undersigned declares, also, that she/he has received information about the treatment of personal data, the duration of the contractual agreement, the indication of title holder, the responsible of data treatment, the Data Protection Officer. I declare to be aware of the privacy policy published on the website <http://www.martiniarte.com/>

Date Signature

With reference to the treatment of my personal data for advertising and/or information purposes per e-mail or similar means, exclusively concerning auctions and/or events organised by Studio d'Arte Martini S.r.l.

I authorize I do not authorize

the treatment of my personal data.

Date Signature

GENERAL CONDITIONS OF SALE

1. The lots are sold at the open-to-the-public space owned by Studio d'Arte Martini S.r.l. (Borgo Pietro Wuhrer, 125 – Brescia). We work as agents in the name of and on behalf of each seller, whose name is registered in specific registers at Studio d'Arte Martini S.r.l. The effects of the sale – except if the goods are owned by Studio d'Arte Martini S.r.l. itself – affect the sellers. Studio d'Arte Martini S.r.l. does not bear any responsibility towards winning bidders or third parties except its duties as agent.
2. Studio d'Arte Martini S.r.l. reserves the right to cancel the sale of any lot. During the auction, the auctioneer can combine or separate the lots as well as vary the selling order of the lots. Moreover, the auctioneer can, at his absolute discretion, cancel the sale of any lot, if the bids do not reach the reserve price agreed with the seller.
3. The goods at auction are sold to the bidder who submits the highest bid. When a bid is submitted, it is considered to be binding for all legal intents and purposes. The full payment must be made per bank transfer, by cashier's cheque or in cash within 7 days after adjudication. In compliance with anti-money-laundering laws it is not possible to pay in cash in case of amounts higher than € 2.999,99. If a bidder takes part into the auction on behalf of a third party, the request must be previously communicated to Studio d'Arte Martini S.r.l. and the auction house must previously approve it. Therefore, in the absence of a previous request and approval by Studio d'Arte Martini S.r.l., the auction house will consider the winning bidder as the only responsible for the payment.
4. Within 7 days after adjudication, as above mentioned in art. 3, the winning bidder will pay to Studio d'Arte Martini S.r.l. both the hammer price and a buyer's premium of 25% of the hammer price. The buyer's premium includes VAT and author's right if applicable. In case of missed payment Studio d'Arte Martini S.r.l. will either give the lot back to the seller and demand the winning bidder paying the buyer's premium to the auction house, act to get the payment made by enforcement or alienate the good and sell it through private negotiation or in a next auction to detriment of the winning bidder, demanding compensation for damages. The good will be safeguarded by Studio d'Arte Martini S.r.l. at the risk and expenses of the winning bidder until it is alienated as above mentioned or given back to the seller in agreement with her/him.
5. In order to consider the adjudication as valid, we require each bidder to fill in before each auction a bidder registration form including personal data and bank details and to provide a copy of personal ID card and tax code.
6. Studio d'Arte Martini S.r.l. accepts (written, phone or online) bids for specific amounts and the auctioneer will outbid on your behalf against all other bidders.
7. If the auction house receives two written bids for the same amount, the lot is won by the bidder whose bid has been received first. Studio d'Arte Martini S.r.l. reserves the right to reject bids made by unknown or unreliable bidders, unless they give a deposit covering the whole amount of the bid or, in any case, a proper warranty. After adjudication Studio d'Arte Martini S.r.l. may ask the winning bidder to confirm her/his personal data and to give her/his bank details, which may be checked, as well as any other information useful for the purchase. In case of incorrectness or incompleteness of the above mentioned data and information, including the information mentioned in art. 5, or in case of incorrectness of the bank details, Studio d'Arte Martini S.r.l. reserves the right to cancel lot adjudication.
8. In compliance with art. 1229 of the Italian Civil Code, Studio d'Arte Martini S.r.l. does not bear any responsibility for the description of the lots included in catalogues, in brochures, on its website and in any other information or promotional material. The above mentioned descriptions, as well as any other information or illustration about lots, are indicative only and must be considered as a mere opinion and not as a matter of fact and/or a declaration of authenticity. The bidders and the participants in the auction are responsible for previously examining goods, checking or asking experts to carry out any checks on goods, making sure that lots on auction correspond to the lots described in the catalogue, verifying the authenticity, origin, attribution, quality, conservation and preservation of goods. For this purpose, Studio d'Arte Martini S.r.l. organises in its open-to-the-public space, with adequate advance notice, an exposition of all lots which are put up for auction, so that potential clients will have the opportunity to carry out checks on quality, type, conservation, preservation, authenticity and origin of lots. With reference to the catalogue, the dimensions of goods are to be intended as follows: height, length, width. The entry "origin" refers to stamps and labels of galleries and collections put on the back of the artwork or to information about the artwork coming from publications of the work.
9. The minimum bid, usually corresponding to the reserve price, is specified under the description of the lot and does not include the buyer's premium due to the auction house. The estimated price defined in advance before the auction may be reconsidered in agreement with the seller and at absolute discretion of Studio d'Arte Martini S.r.l. In any case the minimum bid is influenced by the bids made during the period of exposition. With reference to the bids made before the auction, the auctioneer will start considering the highest bid.
10. The winning bidder will have the goods delivered only after full payment of hammer price, buyer's premium or any other potential refund amount to Studio d'Arte Martini S.r.l. The winning bidder, after full payment of hammer price, buyer's premium or any other potential refund amount, will be asked to collect the purchased lots at his own care, risk and expenses within 7 days after adjudication. After this period Studio d'Arte Martini S.r.l. does not bear any responsibility for the safeguard of the purchased lots and the auction house is not responsible for any potential deterioration of the purchased goods, which will remain in the storage room of Studio d'Arte Martini S.r.l. at the risk of the winning bidder. Studio d'Arte Martini S.r.l. reserves the right to charge the winning bidder for surveillance and storage costs, which will be calculated according to the worth, the dimensions and the storage period of the goods in the storage room. In agreement with the winning bidder, Studio d'Arte Martini S.r.l. organises, at risk and expenses of the winning bidder, lot packaging, transportation and insurance.
11. Notwithstanding anything to the contrary herein, Studio d'Arte Martini S.r.l. reserves the right to: agree with winning bidders on special forms of payment and payments by instalments, to storage in private or public storage rooms or to privately sell purchased but uncollected lots, to insure purchased lots, to deal with and solve potential litigations in favour or against the winning bidders and, in general, to act in order to cash in the amounts due by the winning bidder, or even, depending on the circumstances, to cancel the adjudication of a lot and give the hammer price back to the winning bidder.
12. Studio d'Arte Martini S.r.l. does not bear any responsibility neither for potential export limits and bans nor for licences or permits which the winning bidder will have to require according to current regulations and laws.
13. After full payment of hammer price and buyer's premium, Studio d'Arte Martini S.r.l. will provide the winning bidder with a certificate of guarantee and origin of purchased lots.
14. These general conditions of sale, published on the website www.martiniarte.it are considered accepted by all bidders and are at disposal of anyone who requests them.
15. Any litigation falls under exclusive jurisdiction of the Court of Brescia.

Date Signature

SPECIFIC ACCEPTANCE OF THE CLAUSES: In accordance with articles 1341 and 1342 of the Italian Civil Code, I declare to have fully read and accept the specific clauses included in the following articles: ART. 4, ART. 8, ART. 10, ART.15.

Date Signature

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