David Beckham: The Man 27 February-10 March 2016





























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David Beckham: The Man 27 February-10 March 2016

David Beckham Sale

Auction and Viewing Location 30 Berkeley Square, London W1J 6EX

Auction 10 March, 7.30pm

Viewing 27 February – 10 March Monday – Saturday 10am – 6pm Sunday 12pm – 6pm

Sale Designation

In sending in written bids or making enquiries please refer to this sale as UK040016 or David Beckham.

Absentee and Telephone Bids

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PHILLIPS DAVID BECKHAM | Unicef® POSITIVE VIEW

Phillips is honoured to have the opportunity to present this sale and public staging of *David Beckham*: *The Man*. We are delighted that some of the world's leading artists and photographers have contributed their work to this prestigious event.

This is a unique showing of beautiful photographs of one of the world's most iconic men. Proceeds from the sale will support the work of two very important charities – **7: The David Beckham UNICEF Fund** and **Positive View**.

We hope that you will take part in the sale and help to make it a huge success.

Damien Whitmore Chief Creative and Marketing Officer

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PHILLIPS

unic

'Photography is one of my real passions.'

Throughout my footballing career and in my life outside of the game, I have seen the power of photography in action. One photo can capture feelings and emotions that would take many words to express. One photo can change minds, and drive people to make a difference.

Over 15 years ago, I remember being shown photographs of UNICEF's lifesaving work for children around the world. These images each portrayed a story, sometimes of devastation, sometimes of challenge, yet always of hope. For me these images were the start of my story with UNICEF, a journey that led me to launch **7: The David Beckham UNICEF Fund** in 2015.

The **7 Fund** is one of the most important things I have done and represents my personal commitment to helping children who so desperately need support around the world. But I am equally committed to supporting young people closer to home, including in my home city of London. The charity **Positive View** is doing amazing and important work with disadvantaged young people in the capital by transforming their lives through photography.

I am deeply proud that through this international exhibition and auction of photographs spanning my career so far, we can use the power of photography to support UNICEF's work for children in danger around the world, and the work of Positive View in empowering young people in London.

Enjoy the viewing.

Thank you

David

June 2002 £3.00

2 COVERS! SPECIAL COLLECTOR'S ISSUE

WORLD EXCLUSIVE!

BECKHAM

England expects But can he deliver? His most revealing interview His most outrageous shoot

Meet the next Tory Prime Minister By Amanda Platell

Remember when you'd never heard of a metatarsal? Beckham photographed exclusively for GQ by David LaChapelle

David Beckham by Dylan Jones

Just a few weeks before the metatarsal injury that would cause such a flurry of media activity before the 2002 World Cup Finals, David Beckham was in a Manchester photographic studio — naked from the waist up, fingernails painted jet black, trying on a selection of hats for yet another GQ cover shoot. There was a small army there with him. Photographer David LaChapelle had flown in from Los Angeles with his team, while GQ was represented by two fashion editors, plus hair and make-up artists and a shoot producer. Beckham brought his wife, Victoria, son, Brooklyn, a publicist and three assistants. David Furnish (who interviewed the then England captain for GQ) was there, as I was myself (fretting and getting in the way).

In situations like this, stress levels can often reach new heights — there was a window of opportunity here, one that had had a lot of money and talent thrown through it — but we were all put at ease by the charm of Beckham himself. By 2002 he had already learned how to burnish his diplomatic skills, inching his way into worlds that had previously been off limits to most professional footballers. He was still his own man though. On our shoot he took advice, solicited opinion, but then did what he wanted to do in the first place. And while he was more than happy to indulge the hi-gloss camp imagery suggested by LaChapelle, the pictures were all sprinkled with a little of Beckham's own homegrown magic.

We have photographed David many times, although we could hardly claim to have taken ownership of him; Beckham is owned by everyone, as this is part of his innate appeal. He likes people, so consequently people like him. When he walks into a room, he commands attention ('If it had been a ship, we'd have capsized,' said a friend of mine as he described what happened when Beckham turned up unannounced at a house party), and when he leaves it, you immediately sense a vacuum.

Few people embody the spirit of the times as well as David Beckham, at least in the world of modern celebrity, and it is no surprise that he has been shot by so many of the world's greatest photographers. So many have tried to capture him, and yet intriguingly the real David Beckham remains somewhat elusive.

Unsurprisingly this makes him even more appealing.



Caroline Irby, Cambodia, 2015

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David Beckham: The Man *by Kathy Adler*

For two decades, photographers have been obsessed with David Beckham. From his playing days to the present, his image has been captured and manipulated in a multitude of ways. This exhibition reveals some outstanding results of the desire to present Beckham to the world in many different guises, and of his own full and more than willing participation in the changes in appearance and role playing. Beckham is everywhere, on billboards, in magazines and newspapers, and most of all, on social media. One post from Beckham on Twitter or Instagram can generate 400,000 'likes' in an hour. All this raises the question, 'Why does he have such appeal?'

Beckham is an outstanding sportsman, of that there is no doubt. He played for Manchester United from the age of 15, for the first team two years later. He was part of the legendary team that won the treble (the Premier League, the FA cup and the Champions League in the 1998/9 season) He earned 115 caps for England, a record for an outfielder, and made 59 appearances as captain of his country. After Manchester United he had an extended career in Madrid, Milan, and Los Angeles that ended, finally, on one tearful evening in May 2013 playing for Paris Saint-Germain. Other footballers have been stars in their field, but Beckham's fame extends far beyond the world of football. Even someone who has absolutely no interest in sport will be able to name David Beckham and the fact that he has now retired from the game has had no impact on his fame or appeal, quite the contrary. He is recognised all over the world, an international superstar, and has had to journey deep into the Amazon rainforest to find people who have no idea who he is (or, for that matter, what football is). The reasons that Beckham so captivates an almost universal imagination are complex and include, of course, his appearance. His athletic and graceful body and the balance of his facial features represent a continuing ideal of male beauty, one which would have been admired in

classical Greece and Rome. He is also seen as someone one would like to know, grounded and committed, still somewhat bashful (as when he caught a stray tennis ball at Wimbledon 2015 and threw it back, to the delight of the crowd). His absolute devotion to his family, and by extension, his tireless work on behalf of children in need and in crisis is admired and respected.

He is a model, too, for upward mobility. Born in Leytonstone, raised in Chingford in Essex, he has shown what dedication and hard work can achieve. As a small child, he practised playing football for hours, encouraged by his father Ted, who played with him in the park in the evenings and set up a team, Ridgeway Rovers, for his talented young boy. Beckham was renowned for always being on time for training at Manchester United, and for staying on to work on his game afterwards, perfecting, among other skills, the famous Beckham bend. His father was and is a self-employed gas fitter, and Beckham's background could not be more different from that of the rich and famous with whom he is now so comfortable. When he travels now as a UNICEF Global Ambassador, he is an almost mythic figure to the young people he sees, and also a huge inspiration.

One of Beckham's great qualities is his ability always to be at the crest of a trend. He epitomises the concept of the 'metrosexual'. The *Cambridge English Dictionary* gives this definition: 'A man who is attracted to women sexually but who is also interested in fashion and his appearance.' The word was first coined in 1994 and could have been made for Beckham. As he has said: 'I think it's always important for a man to look after themselves. It's something that I've always done, and it's something that I will continue to do.' Whether he is shown wearing a tee shirt and jeans, a biker jacket and boots, or a perfectly cut suit, complete with cuff links and a tie clip on appropriate occasions such as sitting in the Royal Box at Wimbledon, Beckham considers his appearance carefully and as the variety of his hairstyles indicates, always has done. Long before he was in the public eye, he enjoyed dressing up, and he describes how at the age of six, for a family wedding, he chose a pageboy outfit – maroon knickerbockers, white stockings, frilly shirt, ballet shoes and said: 'I'd have worn it to school if they'd let me'.

He has helped to encourage debates about gender where the lines of distinction between male and female are blurred, and he has frequently given expression to his 'feminine' side. While a footballer, he even wore the dreaded South American Alice band without completely undermining his reputation. Never to be forgotten was his appearance in public in 1998 wearing a sarong, an outfit he claims not to regret: 'Sarongs' are great. That's one thing I never regret because I thought it looked great and I would still wear it now.' That he could do this because of his sporting prowess without being branded a 'sissy' has helped to free up perceptions in a significant and powerful way. Beckham did not set out to stimulate debate about gender and sexuality, but his high profile means that everything he does and says is noticed and commented on, and in this way he has assisted in making a far wider discussion possible than might otherwise have been the case.

His willingness to experiment has made him a photographer's dream, and a commission to shoot Beckham a much coveted prize. Add to this his clean-cut good looks and his exceptional physique and it is evident that here, from the outset, was a recipe for stardom. Many leading photographers have taken full advantage of their opportunity to show various aspects of the man, and the results reveal great changes: from the shy young footballer hiding behind his blond hair, to recent images in which the mature Beckham is completely assured and self-confident, the proud family man and loving father of four.

An outstanding example of a celebration of Beckham's beauty and sensual appeal that makes reference to themes from the world of mythology, fairy tale and art is David, an hour-long video piece of 2004, by Sam Taylor-Wood (now Taylor-Johnson). Filmed in a single take in Beckham's bedroom in Madrid after a training session, the only action is when he moves in his sleep or changes his expression. As the eminent art critic Richard Dorment wrote in London's Daily Telegraph on 28 April 2004: 'Of all the people in British life to show asleep, why choose a sportsman famous for his speed, grace and agility? The answer is that Beckham is also famous for something else: he is one of the most beautiful men in the world. Taylor-Wood ignores the football star and focuses on the hunk, seeing him through the eyes not of a sports fan but of a woman.' There is a gender reversal here: we are used to Sleeping Beauty being watched by a man, and art and film theory suggests that the person doing the looking holds control - the so-called 'power of the gaze'.



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Giant poster unveiled at Selfridges London, June 2009 © Press Association Here Beckham is gazed upon, seen in a very intimate way. There may be references to Andy Warhol's six-hour long film *Sleep*, usually deemed to be unwatchable, but this video has proved to be a work which generates intense focus and close looking, perhaps not for the entire hour but for substantial amounts of time. To see someone as famous as Beckham in this way, so exposed and vulnerable, feeds into fantasy and also speaks of his ease with his fame and his self-belief.

Beckham is also shown as vulnerable in celebrated American photographer Steven Klein's image of him lying on his front on a yellow bed cover, bare to the waist, hair shorn and bleached, his head hanging over the edge of the bed. Photographs such as this have won Beckham a huge gay following. He has always been aware of his appeal to a gay audience and enjoys being regarded as a gay icon. He has equally been happy with being represented as rugged and tough. Renowned photographer Annie Leibovitz shot him for the July 2004 cover of US Vanity Fair. Wearing a hoody like a cape and a menacing expression, the cover was captioned 'Me David Beckham, You America', with a sub-heading: 'The hottest, coolest athlete on earth and he's coming to a town near you'. If Beckham needed to be introduced to American audiences at a time when he was still playing for Real Madrid in Spain, three years prior to his signing with LA Galaxy, this challenging image would have done the trick. Like other photographers, Leibovitz has been captivated by the symmetry and lithe perfection of Beckham's body, and the converse to this photograph is a view of him from the back, with only the first of his tattoos, his 'guardian angel' and the name of his eldest son, Brooklyn, inked in the small of his back.

A role which Beckham has played to excellent effect is that of the sensual and sexual man, exuding menace and appeal in equal measure, a modern Heathcliff from the pages of Emily Brontë's Wuthering Heights. Many photographers have captured this moody unsmiling look, among them Anthony Mandler, photographer and video director, who zooms in on Beckham's face framed by a hoody, the symmetry of his features emphasised by the dark shadows. Cedric Buchet was commissioned by 10 Magazine in 2010 to photograph Beckham for their tenth anniversary issue and chose to show him as a mechanic, with grease on his hands, very much the tough guy. Josh Olins's shoot for the September 2012 'Big British Style Issue' of *Esquire* continues that theme: jeans, boots, grunge. A skinhead look has also featured large: Vincent Peters photographed Beckham for The Face in 2001 with his head partially shaved and 'blood' (actually tomato ketchup) running from his forehead down his face. Peters says: 'When I shoot, I create this world [of early American cinema]. My world is always shot on set. My pictures are pre-arranged and cinematic. But it's my world and there is something in there that I'd like to share.' There is a strong sense of narrative in his images, and Beckham is clearly playing a role in a story of Peters's creation. At the same time, Beckham is totally aware of his own image and in control of how he is shown, and he enjoys working with photographers who permit a dialogue between their concepts and his own clarity of vision. This was evident in a recent shoot by Nadav Kander during which Beckham sat on a stool and was shown in multiple poses as the camera circled his body.

A recurring theme in recent images is the motorbike. Beckham enjoys riding his bike, and, presumably, the anonymity that leathers and a helmet offer him. On his journey to the Amazon, motorbikes were a key form of transportation, and Anthony Mandler, who accompanied him on that epic trip, frequently showed Beckham with his bike. Often Beckham is so much the focus of photographs that little background is shown, but Mandler captures Beckham kneeling beside his motorbike,



the road to the unknown stretching back into the distance, the dense vegetation suggestive of the jungle. He also shows a pensive Beckham on a boat, looking out at an expanse of water, perhaps contemplating not only what lies ahead on this journey, but on the journey of his life after football.

Probably the most famous images of Beckham are those made by Mert & Marcus (Mert Alaş and Marcus Piggott) for Emporio Armani. Who could forget seeing the colossal billboards showing Beckham in his underwear, displayed in cities from Milan to London and New York? Huge crowds waited outside Selfridge's in London for the poster to be unveiled, and as always, their makeup demonstrated the range of Beckham's appeal - old and young, male and female, gay and straight. Beckham came to the unveiling with his mother and motherin-law, seemingly delighted for them to share his exposure on this scale. Not surprisingly, the product benefitted enormously, with a huge rise in sales. Other photographs by Mert and Marcus, taken in 2009, highlight the perfection of Beckham's body, honed and toned. In one he hangs from a chinning bar, every aspect of his body crafted to perfection, while in another he turns towards a mirror, an image of narcissism but

Queen Elizabeth II and David Beckham, Young Leaders conference, 2015 © Press Association

> also somehow modest. The buzz cut focuses all attention on Beckham's body, the image of the modern Adonis. Although it took until November 2015 for Beckham to be voted 'Sexiest Man Alive' by *People* magazine, this was a title which could well have been awarded to him far earlier in his life. As Beckham said when accepting that award, he was surprised because at the age of forty, he would have thought he was past it. 'I never feel that I'm an attractive, sexy person', he maintained. Many people the world over would disagree.

> Alasdair McLellan has chosen to represent Beckham in a very different way from the semi-nude model of physical perfection. He returned Beckham to his roots in a café in Essex, Tony's Pie & Mash Shop in Waltham Abbey, for the magazine *Fantastic Man* in March 2011. Beckham said: 'Being an East End boy, I do miss my pie and mash. I've been living out of England for the last eight or nine years. Whenever I can get down there, I get down there.' The photographs show Beckham's adaptability - the pie and mash shop may be part of his past, but his present is so different. Yet he is depicted as being totally at home and at ease in these surroundings, as much so as when he is mingling with royalty.

The photographs in this collection show one remarkable change in Beckham's appearance, and that is the ever-growing number of tattoos. Beckham has moved the tattoo from being counter-cultural, an expression of gang or prison life, into the completely accepted mainstream – obviously not on his own, but because his position authenticates and makes acceptable highly visible tattoos. As Nadav Kander's photographs reveal, the tattoos now spill over from the convention of 'sleeves' to his hands, and are high up on his chest and neck. New tattoos are proudly displayed and commented on, for instance '99' on the little finger of his right hand, marking Brooklyn's birth, Beckham's marriage, and the year Manchester United won the treble - a 'good year', as he says. Most recently, a little drawing by daughter Harper has become a tattoo on his right hand, while his sons have written 'We love you Daddy' and seen that made permanent in a tattoo. The tattoos inscribe his life and its important moments on his skin: his love for his wife and for his children, as well as sayings in Chinese, Hebrew and English. Beckham says: 'When you see me, you see my tattoos', and now that they extend beyond the limits of clothing, on his neck and hands, this is inescapable. They also change his body from its almost sculptural perfection to a vehicle for autobiography. At an event hosted by Queen Elizabeth II for Young Leaders in June 2015, Beckham was seated for a group photograph on the Queen's left. Looking as if he was posing for a football group photograph, the tattoos on his hands and neck were clearly visible, their place now, with Beckham's, in the heart of the establishment.

Very different from the carefully crafted and composed images taken in photographic studios where the norm is for Beckham to appear unsmiling are the photographs taken during his ten years of work with young people around the world as a Unicef Global Ambassador and currently for his own 7: The David Beckham Unicef Fund. Here he is shown beaming with joy, open and affectionate to the young people and clearly thrilled by their response to him and by his ability to make a difference. These informal shots convey the warmth and simple humanity that distinguish Beckham and account for so much of his appeal. He reaches out to the children, completely engaged with them. In all his interviews, Beckham's pride in being a father and in his own children is stressed, and with the children of the world, so much less fortunate than his own, he demonstrates the same qualities. This was clear on his recent epic journey playing seven games of football on seven continents in ten days, including one in Antarctica. Even the youngest children, who could only have

had the haziest idea of who he was, were thrilled by his presence and clung to his hand, such is his charisma and charm.

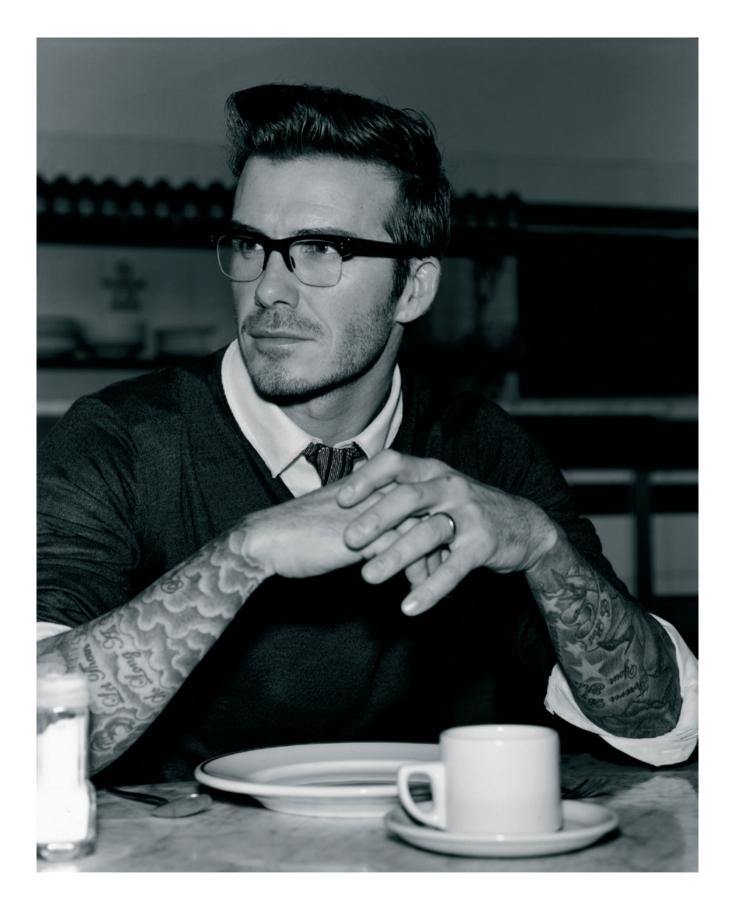
His story continues, and will continue to change and develop. His fame and appeal seems to grow and grow, as does his commitment to making lives better for thousands of children in projects around the world. He has transcended his origins and his position as a sports star. The young Essex footballer is now a force for global change, a massive celebrity – and still a family man and devoted father.

Catalogue



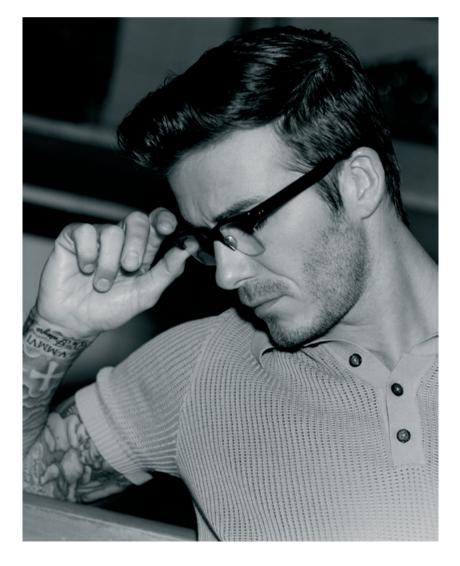


Collier SchorrCollier SchorrUntitled David 1, 2014Untitled David 2, 2014



Alasdair McLellan

David Beckham, Hoxton Street, London, February, 2011

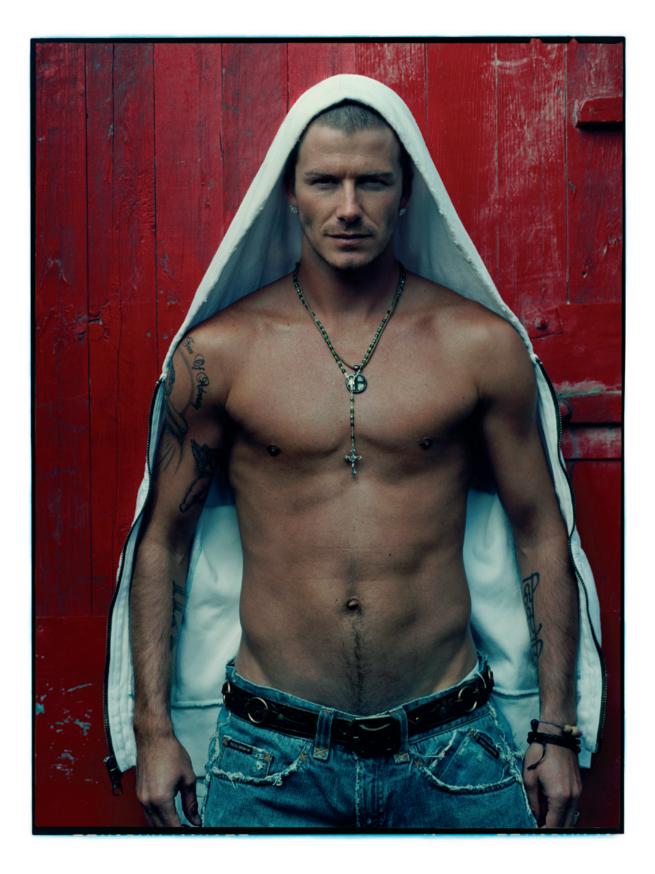




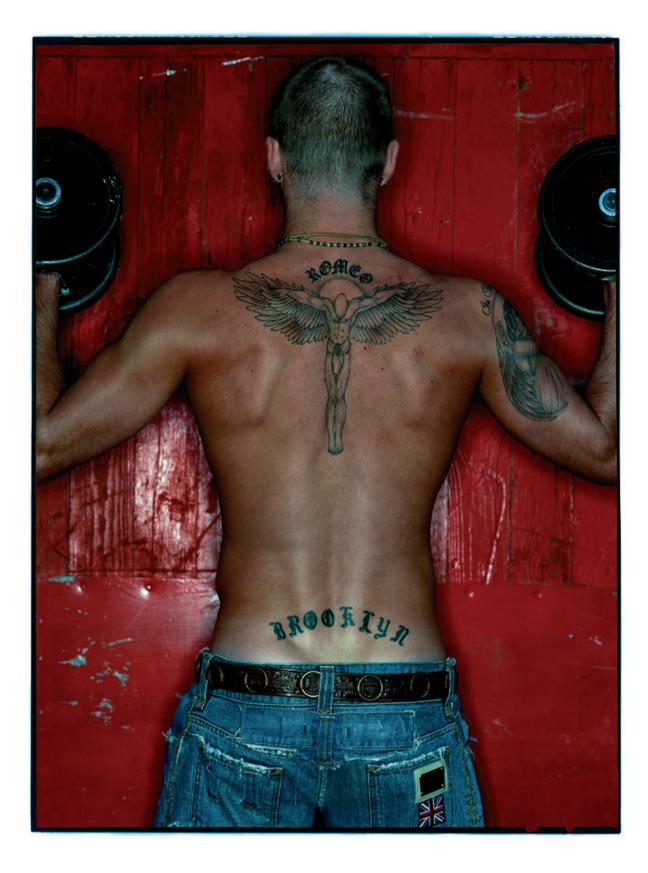


Annie Leibovitz David Beckham, Toledo, Spain, 2004

(Not in sale)



Annie Leibovitz David Beckham, Toledo, Spain, 2004 Annie Leibovitz David Beckham, Toledo, Spain, 2004











Anthony Mandler

Anthony Mandler

D.B. Road 7 from Into the Unknown, 2014

D.B. Face 1, 2005



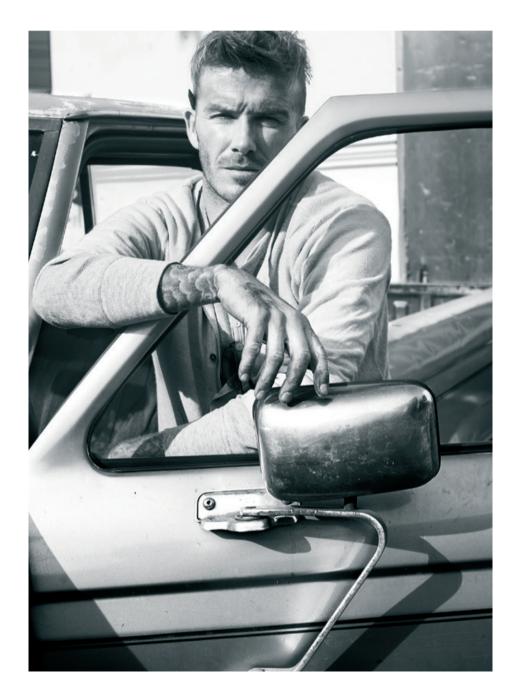


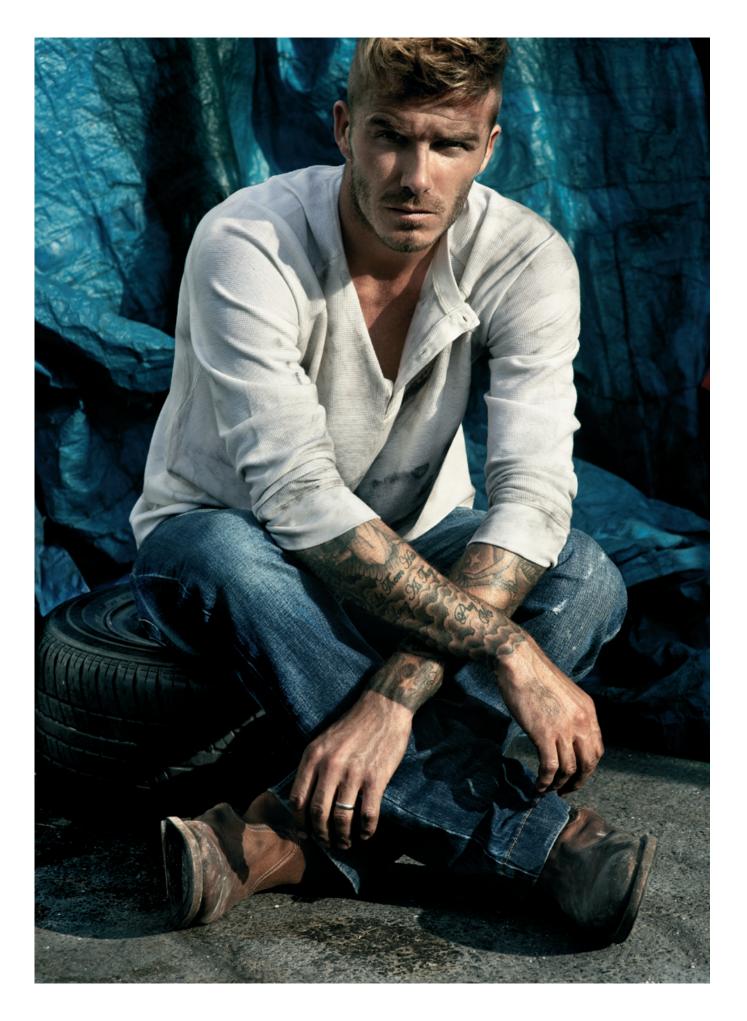
Anthony Mandler

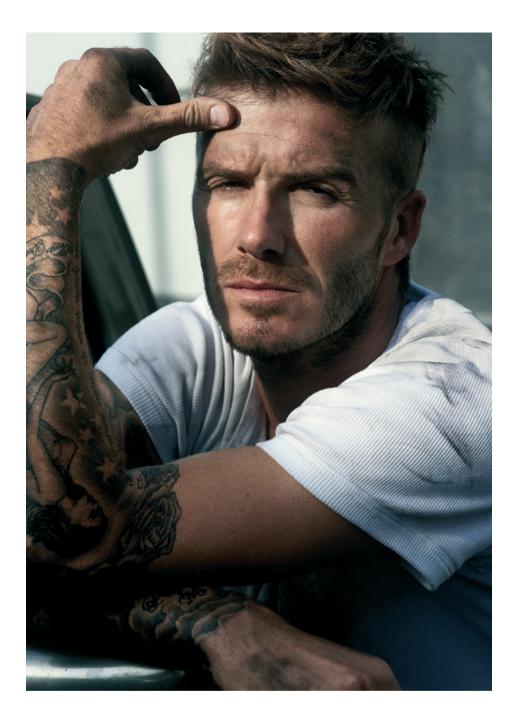
Untitled from Into the Unknown, 2014

Cedric Buchet

Untitled 1 from series David Beckham, for 10 Magazine







Cedric Buchet

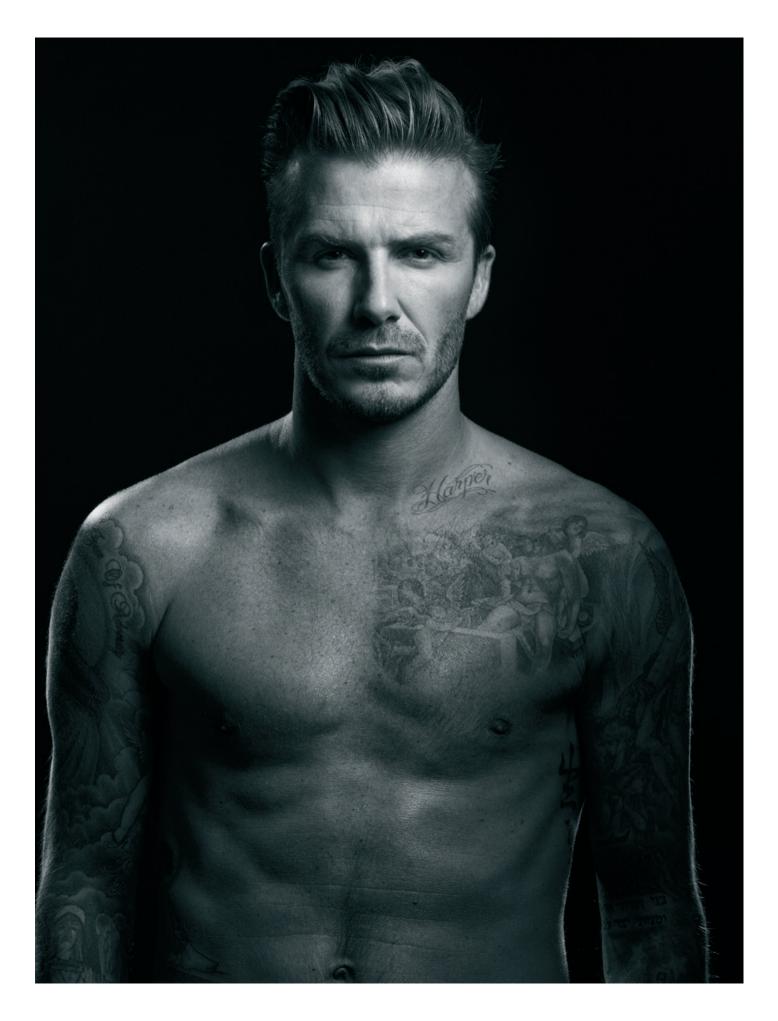
Cedric Buchet

Untitled 2 from series David Beckham, for 10 Magazine

Untitled 3 from series David Beckham, for 10 Magazine



Craig McDean Untitled 1 from David Beckham, 2014



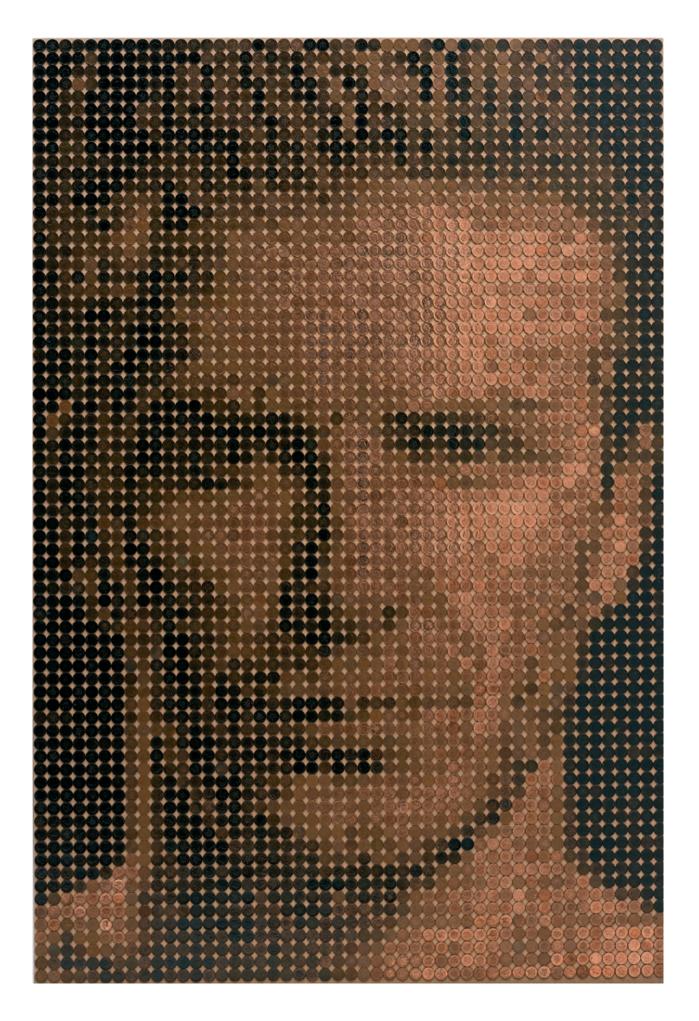


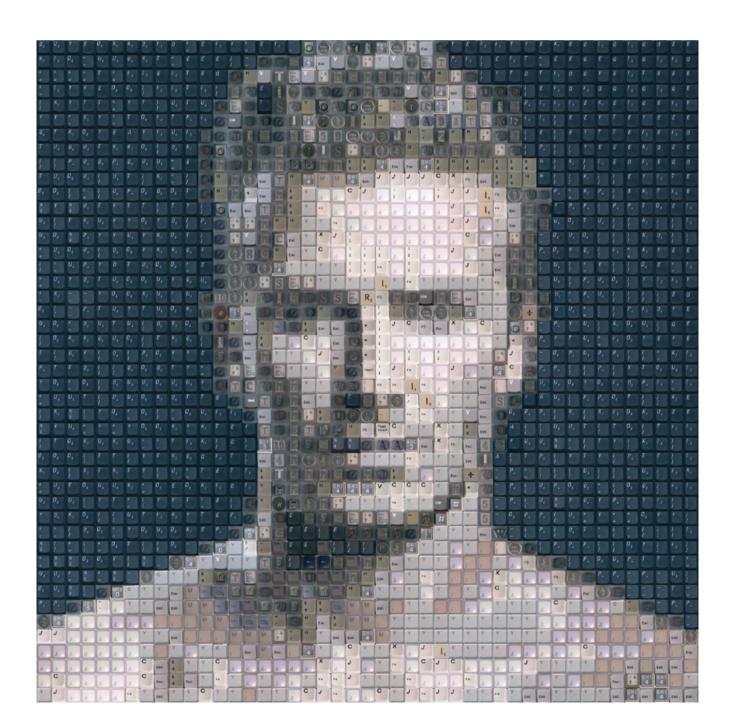
Damien Hirst (In collaboration with Inez van Lamsweerde and Vinoodh Matadin)

Beautiful David Beckham Spin Painting, 2015



David SimsDavid Beckham, 2014

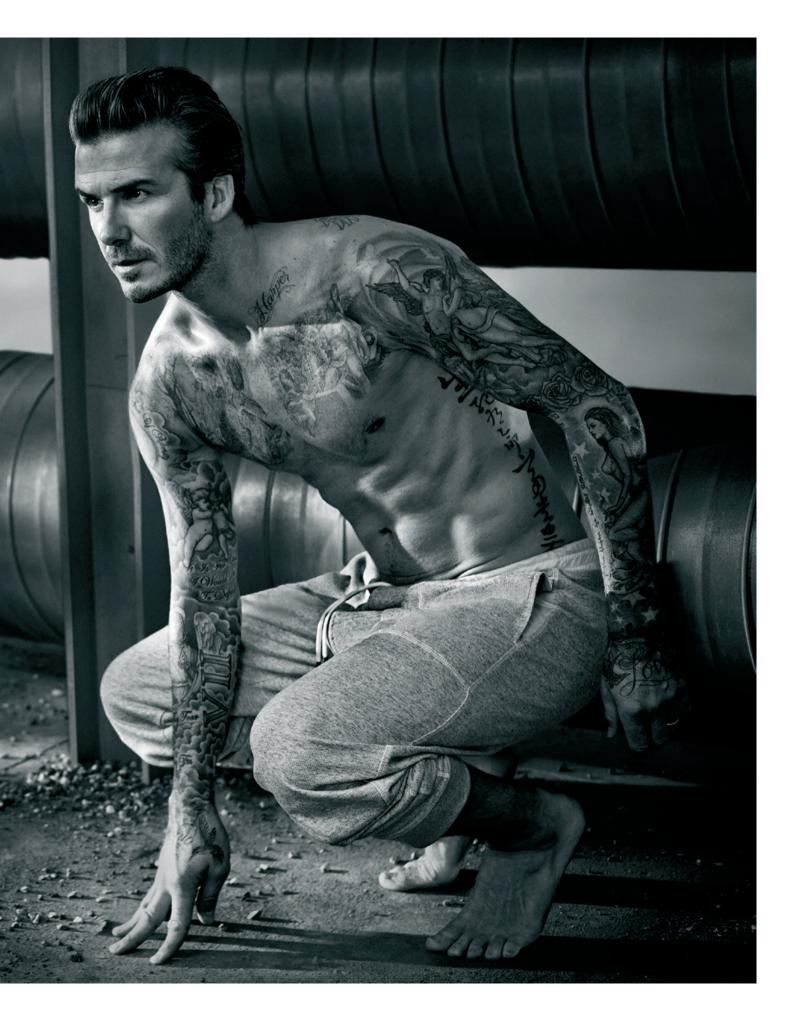




Glen Luchford

David Beckham for H&M, 2013







Inez van Lamsweerde and Vinoodh Matadin

David Beckham 1 - Vogue Paris, 2013



Inez van Lamsweerde and Vinoodh Matadin

Diptych. David Beckham 2 - Vogue Paris, 2013; David Beckham 3 - Vogue Paris, 2013





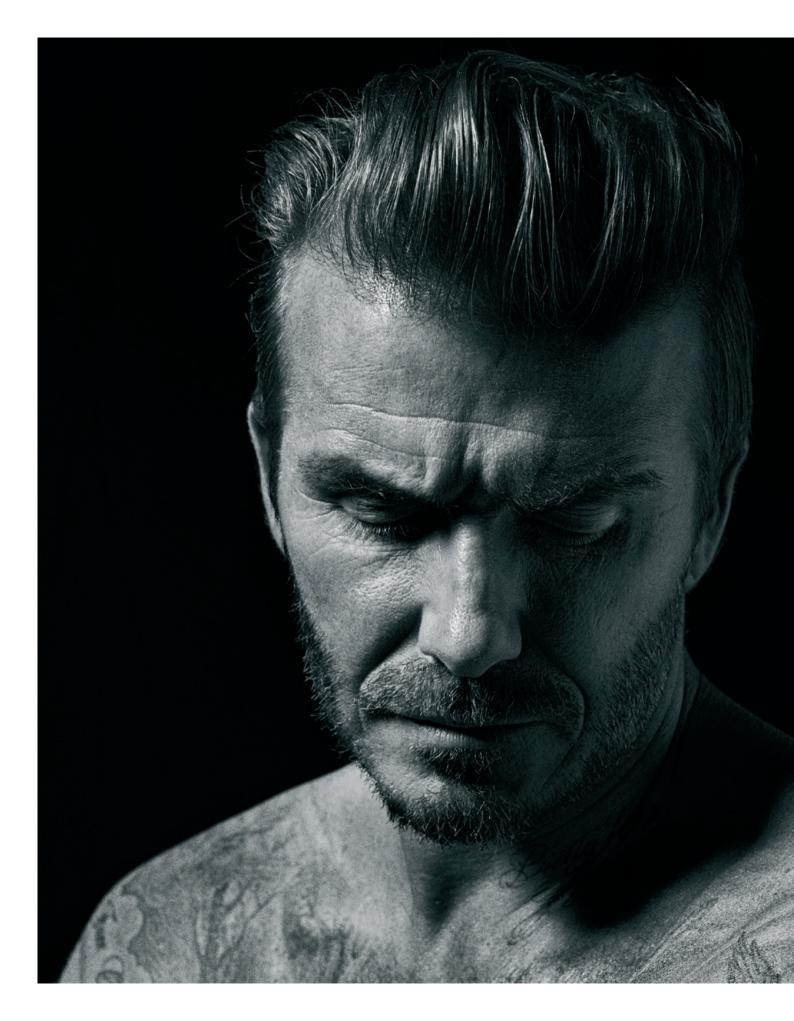














Mario Sorrenti

David Beckham, 2015





Mert Alaş and Marcus Piggott

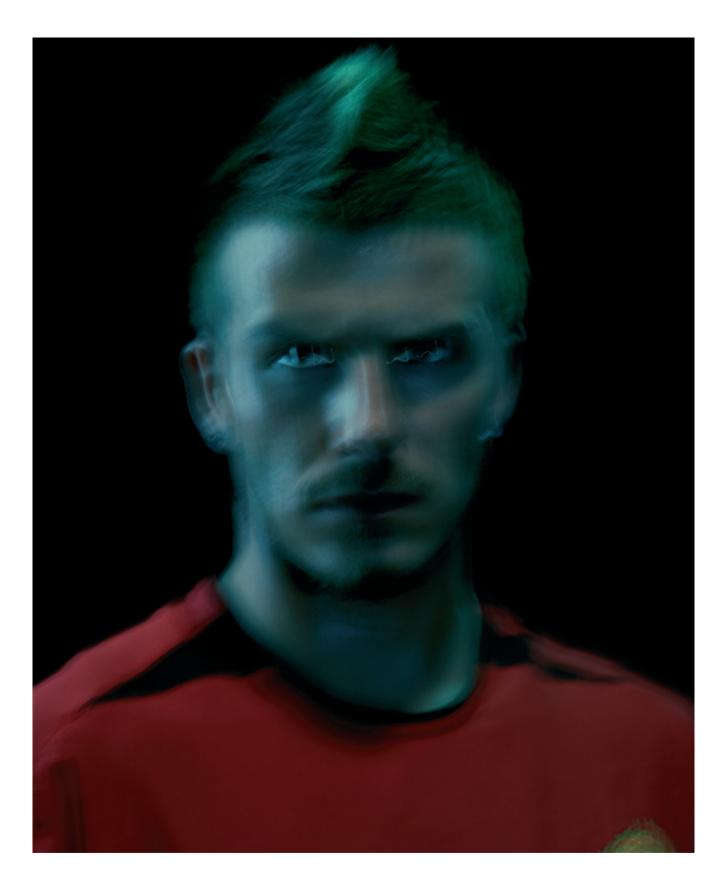
David Beckham, 2008

Mert Alaş and Marcus Piggott

David Beckham, 2008

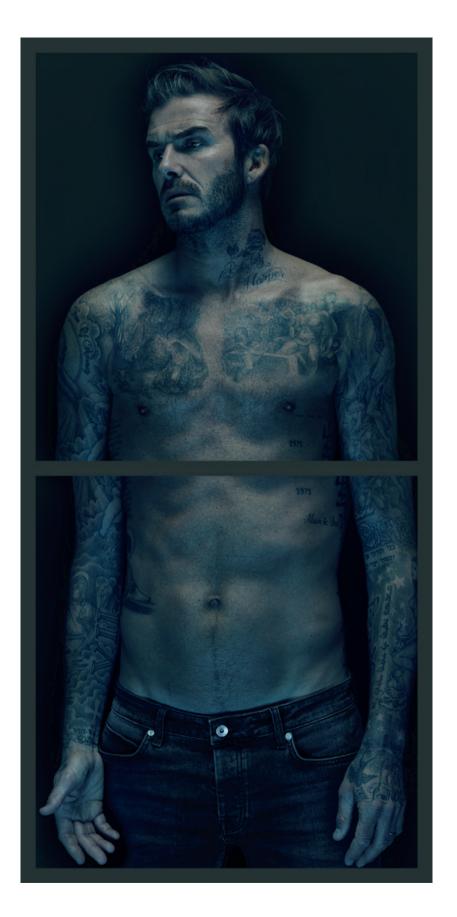
Mert Alaş and Marcus Piggott

David Beckham, 2008



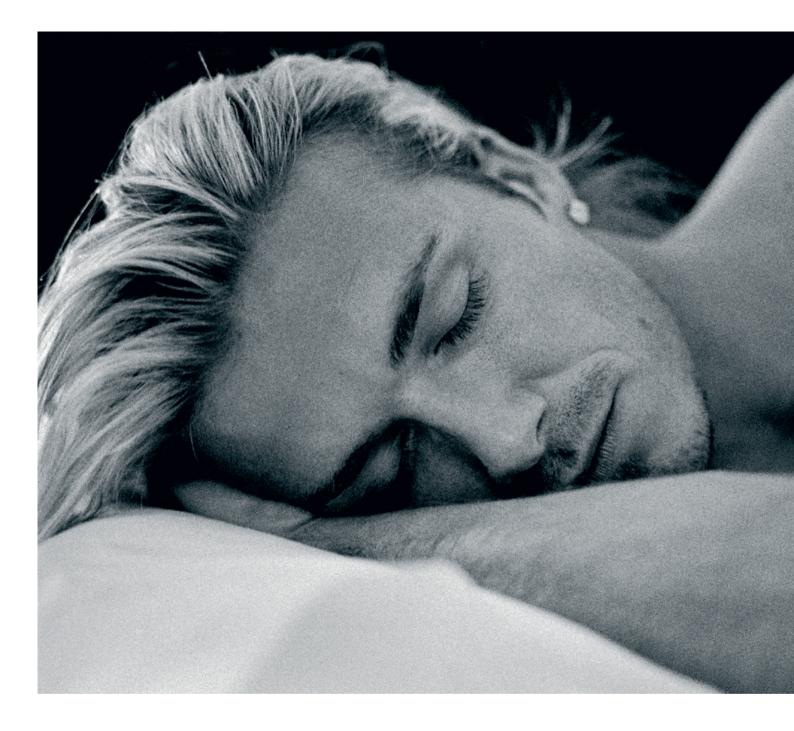
Nadav Kander David Beckham from Portraits, 2002 Nadav Kander David Beckham, 16 Pictures from David Beckham's Ink, 2015











Sam Taylor-Johnson

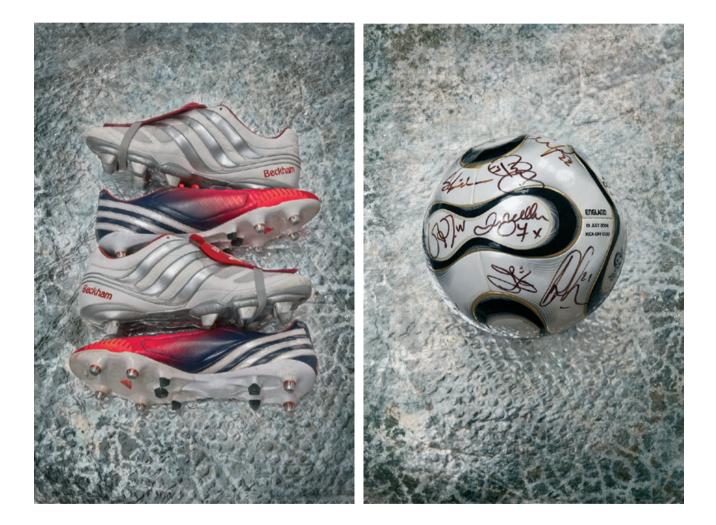
Sleep, 2004 (Not in sale)



Steven Klein David Beckham 02, 2007









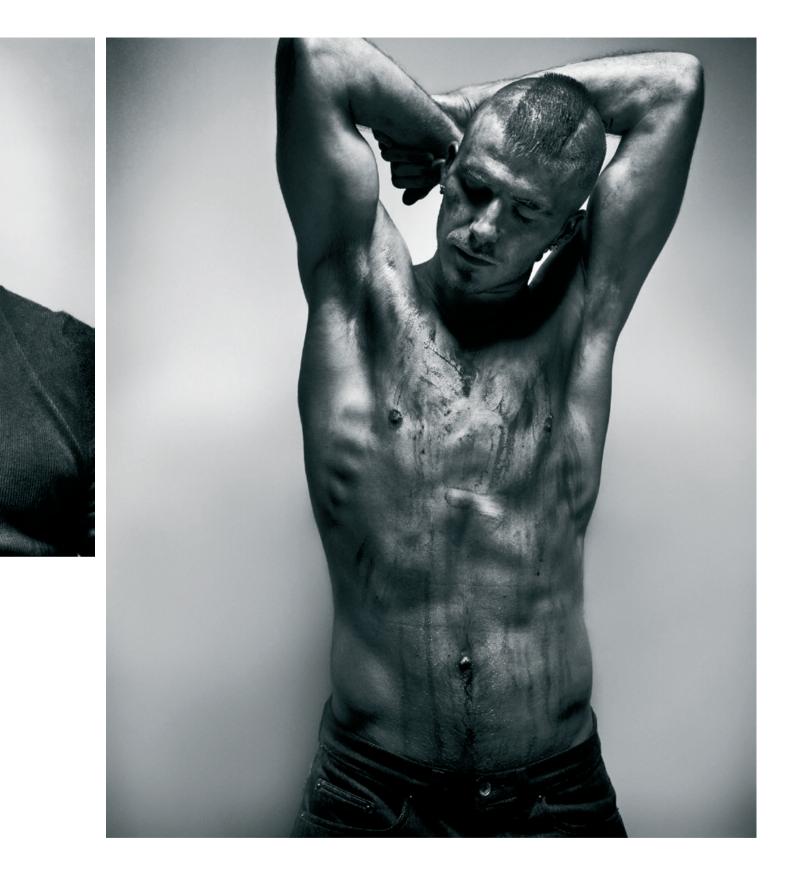




Vincent Peters

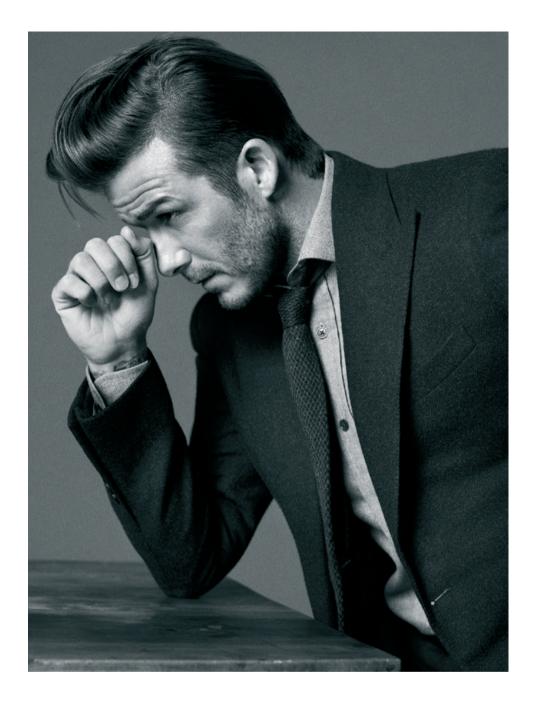
David, Manchester 1 from David, Manchester, 2001

























7

Various Artists

David Beckham - UNICEF Portfolio

1. Caroline Irby, Cambodia, 2015

2. David Turnley, Sierra Leone, 2008

3. Caroline Irby, Cambodia, 2015

4. David Turnley, Sierra Leone, 2008

5. Per-Anders Pettersson, Philippines, 2014

6. Jackie Nickerson, Nepal, 2015

7. Per-Anders Pettersson, Philippines, 2014



UNICEF Goodwill Ambassador David Beckham meets four young people in a UNICEF supported centre for children who once lived and worked on the streets. The centre is managed by social workers and house parents who provide the care, guidance and support needed by children to help them recover from the difficult experiences in their lives. ©UNICEF/Philippines11/Villafranca

UNICEF Goodwill Ambassador David Beckham meets child survivors of Typhoon Haiyan at a UNICEF-supported child-friendly space at one of Tacloban's major evacuation points. Beckham made Valentine's Day cards with children at the tented space where children play games and can access psychosocial support away from their devastated communities. © UNICEF/ Philippines14/ Per-Anders Pettersson

UNICEF Goodwill Ambassador David Beckham travelled to Cambodia to see how UNICEF and its partners are helping children who have endured physical, sexual and emotional abuse, and protecting vulnerable children from danger. David visited a nonformal education centre where vulnerable children who have never been to school before have catch-up lessons. ©UNICEF/Cambodia15/Irby



Over more than a decade David Beckham has played a crucial role in helping UNICEF promote and protect the rights of the world's most vulnerable children. He has raised global awareness of the dangers children are facing around the world including malnutrition, Ebola and violence against children and has travelled extensively to see UNICEF's work, meeting children all over the world, including in Thailand, Sierra Leone, South Africa, Cambodia and the Philippines.

In February 2015, David marked his tenth year as a UNICEF Goodwill Ambassador with the launch of 7: The David Beckham UNICEF Fund, his personal commitment to helping children who need it most, including those suffering from disease, those caught up in emergencies and those dying needlessly of hunger. In doing so, he will create lasting change for children.

David's ambition is not only to raise money but influence world leaders and individuals, using his powerful global voice and connections to raise vital funds and advocate for change.

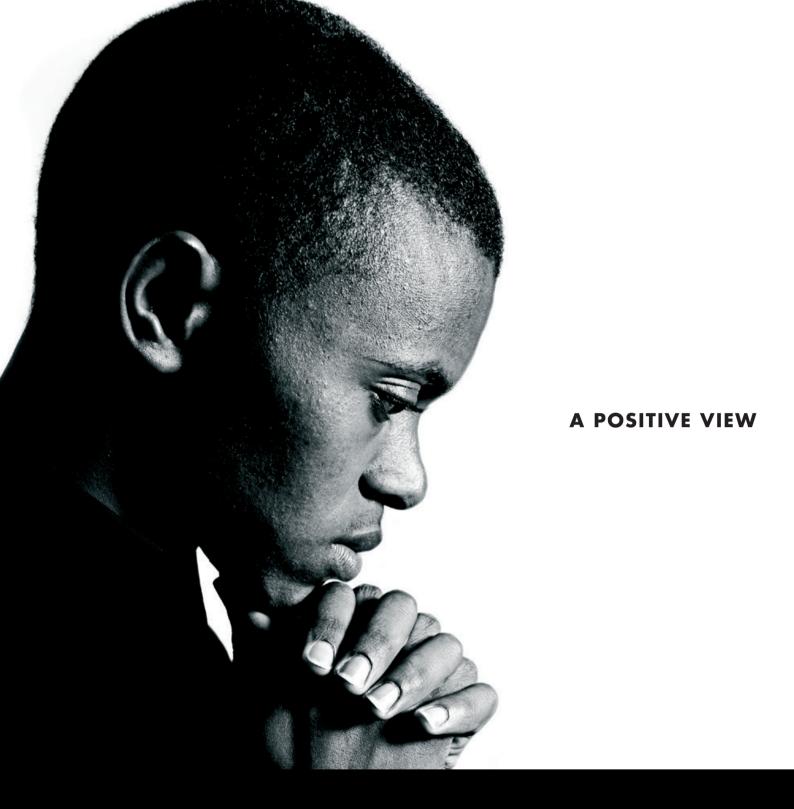
In September 2015, David joined United Nations Secretary-General Ban Ki-moon and UNICEF Executive Director Anthony Lake to unveil a unique digital installation bringing the voices of young people to the heart of the United Nations General Assembly, as it prepared to adopt the Sustainable Development Goals. At the unveiling, David called on world leaders to listen to these messages and to put the most disadvantaged children and young people at the centre of their decisions and investments in the new 15-year development agenda. Additionally, in November 2015, David set off on an epic documentary journey to play football matches in each continent of the world. Along the way, David met children in Papua New Guinea, Nepal and Djibouti and visited projects to see how UNICEF is working to protect children from danger. The final all-star football match at Manchester United's Old Trafford stadium featured many of the biggest names in world football, who came together to help raise funds in aid of UNICEF's work.

David said 'This Fund is one of the most important things I have done and that I plan to do in my life. I feel deeply proud that I have developed this initiative with UNICEF and I know it will make a huge and lasting impact for children. The amazing staff and children I have met throughout my travels with UNICEF will stay with me always. Yet I know I still have much work to do - countries in need of funding, amazing UNICEF programmes to visit, vital campaigns to support and many millions of children to bring hope to. Thank you for supporting me in one of my most important jobs to date.'





One view: Poverty. Violence. Drugs. Guns. Knives. Turf wars. Police sirens. CCTV. Deprivation. Alienation. It's a hidden world with amongst the highest crime rates in London. But there is another view... A camera. A chance. Guidance. Mentoring. Structure. Role models. Help. Inspiration. Ambition. Progress. A glimpse of a better life. The real possibility of a future. This positive view is the one we're working



towards through photography. By giving young people support, they can move in the right direction. To see some of the remarkable work created by the promising young photographers who have already been through the Positive View programme, please visit their first exhibition at Phillips in Berkeley Square. And for more information about our work and ways you can help, go to www.positiveview.org.uk



Guide for Prospective Buyers

Buying at Auction

The following pages are designed to offer you information on how to buy at auction at Phillips. Our staff will be happy to assist you.

Conditions of Sale

The Conditions of Sale and Authorship Warranty which appear later in this catalogue govern the auction. Bidders are strongly encouraged to read them as they outline the legal relationship among Phillips, the seller and the buyer and describe the terms upon which property is bought at auction. Please be advised that Phillips generally acts as agent for the seller. Bidders should also read the Important Notices and VAT information immediately following this Guide for Prospective Buyers.

Buyer's Premium

Phillips charges the successful bidder a commission, or buyer's premium, on the hammer price of each lot sold. The buyer's premium is payable by the buyer as part of the total purchase price at the following rates: 25% of the hammer price up to and including $\pm 50,000, 20\%$ of the portion of the hammer price above $\pm 50,000$ up to and including $\pm 1,000,000$ and 12% of the portion of the hammer price above $\pm 1,000,000$.

VAT

Value added tax (VAT) may be payable on the hammer price and/or the buyer's premium. The buyer's premium may attract a charge in lieu of VAT. Please read carefully the VAT and Other Tax Information for Buyers section in this catalogue.

1 Prior to Auction

Catalogue Subscriptions

If you would like to purchase a catalogue for this auction or any other Phillips sale, please contact us at +44 20 7318 4010 or +1 212 940 1240.

Pre-Sale Estimates

Pre-sale estimates are intended as a guide for prospective buyers. Any bid within the high and low estimate range should, in our opinion, offer a chance of success. However, many lots achieve prices below or above the pre-sale estimates. Where 'Estimate on Request' appears, please contact the specialist department for further information. It is advisable to contact us closer to the time of the auction as estimates can be subject to revision. Pre-sale estimates do not include the buyer's premium or VAT.

Pre-Sale Estimates in US Dollars and Euros

Although the sale is conducted in pounds sterling, the pre-sale estimates in the auction catalogues may also be printed in US dollars and/or euros. Since the exchange rate is that at the time of catalogue production and not at the date of auction, you should treat estimates in US dollars or euros as a guide only.

Catalogue Entries

Phillips may print in the catalogue entry the history of ownership of a work of art, as well as the exhibition history of the property and references to the work in art publications. While we are careful in the cataloguing process, provenance, exhibition and literature references may not be exhaustive and in some cases we may intentionally refrain from disclosing the identity of previous owners. Please note that all dimensions of the property set forth in the catalogue entry are approximate.

Condition of Lots

Our catalogues include references to condition only in the descriptions of multiple works (e.g., prints). Such references, though, do not amount to a full description of condition. The absence of reference to the condition of a lot in the catalogue entry does not imply that the lot is free from faults or imperfections. Solely as a convenience to clients, Phillips may provide condition reports. In preparing such reports, our specialists assess the condition in a manner appropriate to the estimated value of the property and the nature of the auction in which it is included. While condition reports are prepared honestly and carefully, our staff are not professional restorers or trained conservators. We therefore encourage all prospective buyers to inspect the property at the pre-sale exhibitions and recommend, particularly in the case of any lot of significant value, that you retain your own restorer or professional advisor to report to you on the property's condition prior to bidding. Any prospective buyer of photographs or prints should always request a condition report because all such property is sold unframed, unless otherwise indicated in the condition report. If a lot is sold framed, Phillips accepts no liability for the condition of the frame. If we sell any lot unframed, we will be pleased to refer the purchaser to a professional framer.

Pre-Auction Viewing

Pre-auction viewings are open to the public and free of charge. Our specialists are available to give advice and condition reports at viewings or by appointment.

Electrical and Mechanical Lots

All lots with electrical and/or mechanical features are sold on the basis of their decorative value only and should not be assumed to be operative. It is essential that, prior to any intended use, the electrical system is verified and approved by a qualified electrician.

Symbol Key

The following key explains the symbols you may see inside this catalogue.

○ ♦ Guaranteed Property

The seller of lots designated with the symbol O has been guaranteed a minimum price financed solely by Phillips. Where the guarantee is provided by a third party or jointly by us and a third party, the property will be denoted with the symbols O ♦. When a third party has financed all or part of our financial interest in a lot, it assumes all or part of the risk that the lot will not be sold and will be remunerated accordingly. The compensation will be a fixed fee, a percentage of the hammer price or the buyer's premium or some combination of the foregoing. The third party may bid on the guaranteed lot during the auction. If the third party is the successful bidder, the remuneration may be netted against the final purchase price. If the lot is not sold, the third party may incur a loss.

△ Property in which Phillips has an Ownership Interest

Lots with this symbol indicate that Phillips owns the lot in whole or in part or has an economic interest in the lot equivalent to an ownership interest.

No Reserve

Unless indicated by a •, all lots in this catalogue are offered subject to a reserve. A reserve is the confidential value established between Phillips and the seller and below which a lot may not be sold. The reserve for each lot is generally set at a percentage of the low estimate and will not exceed the low pre-sale estimate.

Property Subject to the Artist's Resale Right

Lots marked with \bigstar are subject to the Artist's Resale Right calculated as a percentage of the hammer price and payable as part of the purchase price as follows:

Portion of the Hammer Price (in EUR)	Royalty Rate
From 0 to 50,000	4%
From 50,000.01 to 200,000	3%
From 200,000.01 to 350,000	1%
From 350,000.01 to 500,000	0.5%
Exceeding 500,000	0.25%

The Artist's Resale Right applies where the hammer price is EUR 1,000 or more, subject to a maximum royalty per lot of EUR 12,500. Calculation of the Artist's Resale Right will be based on the pounds sterling/euro reference exchange rate quoted on the date of the sale by the European Central Bank.

Σ Endangered Species

Lots with this symbol have been identified at the time of cataloguing as containing endangered or other protected species of wildlife which may be subject to restrictions regarding export or import and which may require permits for export as well as import. Please refer to Paragraph 4 of the Guide for Prospective Buyers and Paragraph 11 of the Conditions of Sale.

†, §, ‡, or Ω Property Subject to VAT

Please refer to the section entitled 'VAT and Other Tax Information for Buyers' in this catalogue for additional information.

2 Bidding in the Sale

Bidding at Auction

Bids may be executed during the auction in person by paddle, by telephone, online or prior to the sale in writing by absentee bid. Proof of identity in the form of government-issued identification will be required, as will an original signature. We may also require that you furnish us with a bank reference. Please note that buyers bidding in person, by telephone, online or by absentee bid will not have the right to cancel the sale of any lot purchased under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Bidding in Person

To bid in person, you will need to register for and collect a paddle before the auction begins. New clients are encouraged to register at least 48 hours in advance of a sale to allow sufficient time for us to process your information. All lots sold will be invoiced to the name and address to which the paddle has been registered and invoices cannot be transferred to other names and addresses. Please do not misplace your paddle. In the event you lose it, inform a Phillips staff member immediately. At the end of the auction, please return your paddle to the registration desk.

Bidding by Telephone

If you cannot attend the auction, you may bid live on the telephone with one of our multilingual staff members. This service must be arranged at least 24 hours in advance of the sale and is available for lots whose low pre-sale estimate is at least £500. Telephone bids may be recorded. By bidding on the telephone, you consent to the recording of your conversation. We suggest that you leave a maximum bid, excluding the buyer's premium and VAT, which we can execute on your behalf in the event we are unable to reach you by telephone.

Online Bidding

If you cannot attend the auction in person, you may bid online on our online live bidding platform available on our website at www.phillips.com. The digital saleroom is optimised to run on Google Chrome, Firefox, Opera and Internet Explorer browsers. Clients who wish to run the platform on Safari will need to install Adobe Flash Player. Follow the links to 'Auctions' and 'Digital Saleroom' and then pre-register by clicking on 'Register to Bid Live.' The first time you register you will be required to create an account; thereafter you will only need to register for each sale. You must pre-register at least 24 hours before the start of the auction in order to be approved by our bid department. Please note that corporate firewalls may cause difficulties for online bidders.

Absentee Bids

If you are unable to attend the auction and cannot participate by telephone, Phillips will be happy to execute written bids on your behalf. A bidding form can be found at the back of this catalogue. This service is free and confidential. Bids must be placed in the currency of the sale. Our staff will attempt to execute an absentee bid at the lowest possible price taking into account the reserve and other bidders. Always indicate a maximum bid, excluding the buyer's premium and VAT. Unlimited bids will not be accepted. Any absentee bid must be received at least 24 hours in advance of the sale. In the event of identical bids, the earliest bid received will take precedence.

Employee Bidding

Employees of Phillips and our affiliated companies, including the auctioneer, may bid at the auction by placing absentee bids so long as they do not know the reserve when submitting their absentee bids and otherwise comply with our employee bidding procedures.

Bidding Increments

Bidding generally opens below the low estimate and advances in increments of up to 10%, subject to the auctioneer's discretion. Absentee bids that do not conform to the increments set below may be lowered to the next bidding increment.

UK£50 to UK£1,000 by UK£50s UK£1,000 to UK£2,000 by UK£100s UK£2,000 to UK£3,000 by UK£200s UK£3,000 to UK£5,000 by UK£200s, 500, 800 (e.g. UK£4, 200, 4, 500, 4, 800) UK£5,000 to UK£10,000 by UK£500s UK£10,000 to UK£20,000 by UK£1,000s UK£20,000 to UK£30,000 by UK£2,000s UK£30,000 to UK£50,000 by UK£2,000s, 5,000, 8,000 UK£50,000 to UK£100,000 by UK£5,000s UK£100,000 to UK£200,000 by UK£10,000s above UK£200,000 at the auctioneer's discretion

The auctioneer may vary the increments during the course of the auction at his or her own discretion.

3 The Auction

Conditions of Sale

As noted above, the auction is governed by the Conditions of Sale and Authorship Warranty. All prospective bidders should read them carefully. They may be amended by saleroom addendum or auctioneer's announcement.

Interested Parties Announcement

In situations where a person allowed to bid on a lot has a direct or indirect interest in such lot, such as the beneficiary or executor of an estate selling the lot, a joint owner of the lot or a party providing or participating in a guarantee on the lot, Phillips will make an announcement in the saleroom that interested parties may bid on the lot.

Consecutive and Responsive Bidding; No Reserve Lots

The auctioneer may open the bidding on any lot by placing a bid on behalf of the seller. The auctioneer may further bid on behalf of the seller up to the amount of the reserve by placing consecutive bids or bids in response to other bidders. If a lot is offered without reserve, unless there are already competing absentee bids, the auctioneer will generally open the bidding at 50% of the lot's low pre-sale estimate. In the absence of a bid at that level, the auctioneer will proceed backwards at his or her discretion until a bid is recognized and will then advance the bidding from that amount. Absentee bids on no reserve lots will, in the absence of a higher bid, be executed at approximately 50% of the low pre-sale estimate or at the amount of the bid if it is less than 50% of the low pre-sale estimate. If there is no bid whatsoever on a no reserve lot, the auctioneer may deem such lot unsold.

4 After the Auction

Payment

Buyers are required to pay for purchases immediately following the auction unless other arrangements have been agreed with Phillips in writing in advance of the sale. Payment must be made in pounds sterling either by cash, cheque drawn on a UK bank or wire transfer, as noted in Paragraph 6 of the Conditions of Sale. It is our corporate policy not to make or accept single or multiple payments in cash or cash equivalents in excess of the local currency equivalent of US\$10,000.

Credit Cards

As a courtesy to clients, Phillips will accept American Express, Visa, MasterCard, UnionPay (for in-person transactions only) and UK-issued debit cards to pay for invoices of \pm 50,000 or less. A processing fee will apply.

Collection

It is our policy to request proof of identity on collection of a lot. A lot will be released to the buyer or the buyer's authorized representative when Phillips has received full and cleared payment and we are not owed any other amount by the buyer. After the auction, we will transfer all lots to our fine art storage facility located near Wimbledon and will so advise all buyers. If you are in doubt about the location of your purchase, please contact the Shipping Department prior to arranging collection. We will levy removal, interest, storage and handling charges on uncollected lots.

Loss or Damage

Buyers are reminded that Phillips accepts liability for loss or damage to lots for a maximum of seven days following the auction.

Transport and Shipping

As a free service for buyers, Phillips will wrap purchased lots for hand carry only. We do not provide packing, handling or shipping services directly. However, we will coordinate with shipping agents instructed by you in order to facilitate the packing, handling and shipping of property purchased at Phillips. Please refer to Paragraph 7 of the Conditions of Sale for more information.

Export and Import Licences

Before bidding for any property, prospective bidders are advised to make independent enquiries as to whether a licence is required to export the property from the United Kingdom or to import it into another country. It is the buyer's sole responsibility to comply with all import and export laws and to obtain any necessary licences or permits. The denial of any required licence or permit or any delay in obtaining such documentation will not justify the cancellation of the sale or any delay in making full payment for the lot.

Endangered Species

Items made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, Brazilian rosewood, rhinoceros horn or tortoiseshell, irrespective of age, percentage or value, may require a licence or certificate prior to exportation and additional licences or certificates upon importation to the US or to any country within or outside the European Union (EU). Please note that the ability to obtain an export licence or certificate does not ensure the ability to obtain an import licence or certificate in another country, and vice versa. We suggest that prospective bidders check with their own government regarding wildlife import requirements prior to placing a bid. It is the buyer's sole responsibility to obtain any necessary export or import licences or certificates as well as any other required documentation. Please note that the US prohibits the importation of any item containing African elephant ivory. Asian elephant ivory may be imported in to the US only if accompanied by independent scientific analysis regarding continent of origin and confirmation the object is more than 100 years old. We have not obtained a scientific analysis on any lot prior to sale and cannot indicate whether elephant ivory in a particular lot is African or Asian elephant. Buyers purchase these lots at their own risk and will be responsible for the costs of obtaining any scientific analysis or other report required in connection with their proposed import of such property into the US.

With regard to any item containing endangered species other than elephant ivory, an importer into the US must provide documented evidence of the species identification and age of an object in order to demonstrate that the object qualifies as an antique. This will require the buyer to obtain an independent appraisal certifying the species of endangered material on the object and certifying that the object is not less than 100 years of age. A prospective buyer planning to import an object into the US may not rely on Phillips cataloguing to establish the species of endangered material on the object or to establish the age of the object and must consult with a qualified independent appraiser prior to placing a bid on the lot.

Please note that lots containing potentially regulated plant or animal material are marked as a convenience to our clients, but Phillips does not accept liability for errors or for failing to mark lots containing protected or regulated species.

Important Notices

Items Sold under Temporary Admission

We wish to draw your attention to changes recently made to items sold under temporary admission (originally called temporary importation). The cancelling or refunding of applicable VAT is now subject to items being exported from the EU within 30 days of payment, rather than 90 days from the date of sale as previously required. For up-to-date information on this matter, please refer to the section entitled VAT and Other Tax Information for Buyers below.

Identification of Business or Trade Buyers

As of January 2010, Her Majesty's Revenue & Customs ('HMRC') has made it an official requirement for auction houses to hold evidence of a buyer's business status, due to the revised VAT rules regarding buyer's premium for lots with symbols for businesses outside the UK.

- Where the buyer is a non-EU business, Phillips requires evidence of the business status by means of the company identification, Certificate of Incorporation, Articles of Association or government-issued documents showing that the company exists.
- Where the buyer is an EU VAT registered business, Phillips requires the business's VAT registration number.

These details can be scanned and emailed to us, or alternatively they can be faxed or mailed. If these requirements are not met, we will be unable to cancel/refund any applicable VAT.

VAT and Other Tax Information for Buyers

The following paragraphs provide general information to buyers on the VAT and certain other potential tax implications of purchasing property at Phillips. This information is not intended to be complete. In all cases, the relevant tax legislation takes precedence, and the VAT rates in effect on the day of the auction will be the rates charged. It should be noted that, for VAT purposes only, Phillips is not usually treated as agent and most property is sold as if it is the property of Phillips. In the following paragraphs, reference to VAT symbols shall mean those symbols located beside the lot number or the pre-sale estimates in the catalogue (or amending saleroom addendum).

1 Property with No VAT Symbol

Where there is no VAT symbol, Phillips is able to use the Auctioneer's Margin Scheme, and VAT will not normally be charged on the hammer price. Phillips must bear VAT on the buyer's premium. Therefore, we will charge an amount in lieu of VAT at 20% on the buyer's premium. This amount will form part of the buyer's premium on our invoice and will not be separately identified.

2 Property with a † Symbol

These lots will be sold under the normal UK VAT rules, and VAT will be charged at 20% on both the hammer price and buyer's premium. Where the buyer is a relevant business person in the EU (non-UK) or is a relevant business person in a non-EU country then no VAT will be charged on the buyer's premium. This is subject to Phillips being provided with evidence of the buyer's VAT registration number in the relevant Member State (non-UK) or the buyer's business status in a non-EU country such as the buyer's Tax Registration Certificate. Should this evidence not be provided then VAT will be charged on the buyer's premium.

3 Property with a § Symbol

Lots sold to buyers whose registered address is in the EU will be assumed to be remaining in the EU. The property will be invoiced as if it had no VAT symbol. However, if an EU buyer advises us that the property is to be exported from the EU, Phillips will re-invoice the property under the normal VAT rules. Lots sold to buyers whose address is outside the EU will be assumed to be exported from the EU. The property will be invoiced under the normal VAT rules. Although the hammer price will be subject to VAT, the VAT will be cancelled or refunded upon export. The buyer's premium will always bear VAT unless the buyer is a relevant business person in the EU (non-UK) or is a relevant business person in a non-EU country, subject to Phillips receiving evidence of the buyer's business status in a non-EU country such as the buyer's Tax Registration Certificate. Should this evidence not be provided VAT will be charged on the buyer's premium.

4 Property Sold with a **‡** or Ω Symbol

These lots have been imported from outside the EU to be sold at auction under temporary admission. Property subject to temporary admission will be offered under the Auctioneer's Margin Scheme and will be subject to import VAT of either 5% or 20%, marked by \ddagger and Ω respectively, on the hammer price and an amount in lieu of VAT at 20% on the buyer's premium. Anyone who wishes to buy outside the Auctioneer's Margin Scheme should notify the Client Accounting Department before the sale.

Where lots are sold outside the Auctioneer's Margin Scheme and the buyer is a relevant business person in the EU (non-UK) or is a relevant business person in a non-EU country then no VAT will be charged on the buyer's premium. This is subject to Phillips receiving evidence of the buyer's VAT registration number in the relevant Member State (non-UK) or the buyer's business status in a non-EU country such as the buyer's Tax Registration Certificate. Should this evidence not be provided VAT will be charged on the buyer's premium.

5 Exports from the European Union

The following types of VAT may be cancelled or refunded by Phillips on exports made within three months of the sale date if strict conditions are met:

- The amount in lieu of VAT charged on the buyer's premium for property sold under the Auctioneer's Margin Scheme (<u>i.e.</u>, without a VAT symbol).
- The VAT on the hammer price for property sold under the normal VAT rules (<u>i.e.</u>, with a † or a § symbol).

The following type of VAT may be cancelled or refunded by Phillips on exports made within 30 days of payment date if strict conditions are met:

• The import VAT charged on the hammer price and an amount in lieu of VAT on the buyer's premium for property sold under temporary admission (i.e., with a \ddagger or a Ω symbol) under the Auctioneer's Margin Scheme.

In each of the above examples, where the appropriate conditions are satisfied, no VAT will be charged if, at or before the time of invoicing, the buyer instructs Phillips to export the property from the EU. This will require acceptance of an export quotation provided by Phillips. If such instruction is received after payment, a refund of the VAT amount will be made.

Where the buyer carries purchases from the EU personally or uses the services of a third party, Phillips will charge the VAT amount due as a deposit and refund it **if the lot has been exported within the timelines specified below** and either of the following conditions are met:

- For lots sold under the Auctioneer's Margin Scheme or the normal VAT rules, Phillips is provided with appropriate original documentary proof of export from the EU within three months of the date of sale. Buyers carrying their own property should obtain hand-carry papers from the Shipping Department to facilitate this process.
- For lots sold under temporary admission, Phillips is provided with the original correct paperwork duly completed and stamped by HMRC which shows the property has been exported from the EU via the UK within 30 days of payment date. It is essential for shippers acting on behalf of buyers to collect copies of original import papers from our Shipping Department. HMRC insist that the correct customs procedures are followed and Phillips will not be able to issue any refunds where the export documents do not exactly comply with governmental regulations. Property subject to temporary admission must be transferred to another customs procedure immediately if any restoration or repair work is to be carried out.

Buyers carrying their own property must obtain hand-carry papers from the Shipping Department, for which a charge of £20 will be made. The VAT refund will be processed once the appropriate paperwork has been returned to Phillips. Phillips is not able to cancel or refund any VAT charged on sales made to UK or EU private residents unless the lot is subject to temporary admission and the property is exported from the EU within 30 days of payment date. Any refund of VAT is subject to a minimum of £50 per shipment and a processing charge of £20.

Buyers intending to export, repair, restore or alter lots under temporary admission should notify the Shipping Department before collection. Failure to do so may result in the import VAT becoming payable immediately and Phillips being unable to refund the VAT charged on deposit.

6 VAT Refunds from HM Revenue & Customs

Where VAT charged cannot be cancelled or refunded by Phillips, it may be possible to seek repayment from HMRC. Repayments in this manner are limited to businesses located outside the UK and may be considered for example for Import VAT charged on the hammer price for lots sold under temporary admission.

All claims made by customers located in another member state to the UK will need to be made under a new mechanism from 1 January 2010. The process prior to 1 January 2010 is no longer in operation.

If you are located in an EU member state other than the UK you will now need to apply for a refund of UK VAT directly to your local tax authority. This is done via submission of an electronically based claim form which should be accessed through the website of your local tax authority. As a result, your form may include VAT incurred in a number of member states. Furthermore, from 1 January 2010 you should only submit one form per year, rather than submitting forms throughout the year.

Please note that the time limits by which you must make a claim have been extended. When making a claim for VAT incurred in another EU member state any claim will still be made on a **calendar year basis** but must now be made no later than **30 September** following that calendar year. This effectively extends the time by which claims should be made by three months (e.g., for VAT incurred in the year 1 January to 31 December 2010 you should make a claim to your local tax authority no later than 30 September 2011). Once you have submitted the electronic form to your local tax authority it is their responsibility to ensure that payment is obtained from the relevant member states. This should be completed within four months. If this time limit is not adhered to you may receive interest on the unpaid amounts.

If you are located outside the EU you should apply for a refund of UK VAT directly to HMRC (the rules for those located outside of the EU have not changed). Claim forms are only available from the HMRC website. Go to hmrc.gov.uk, select Forms under Quick Links and then Find a Form. The relevant form is VAT65A. Completed forms should be returned to: HM Revenue & Customs, VAT Overseas Repayments, 8th/13th Directive, PO Box 34, Foyle House, Duncreggan Road, Londonderry BT48 7AE, Northern Ireland, (tel) +44 (0)2871 305100 (fax) +44 (0)2871 305101, email enq.oru.ni@hmrc.gsi.gov.uk.

You should submit claims for VAT to HMRC no later than **six months** from the end of the 12 month period ending **30 June** (e.g., claims for the period 1 July 2011 to 30 June 2012 should be made no later than 31 December 2012).

Please note that refunds of VAT will only be made where VAT has been incurred for a business purpose. Any VAT incurred on articles bought for personal use will not be refunded.

7 Sales and Use Taxes

Buyers from outside the UK should note that local sales taxes or use taxes may become payable upon import of lots following purchase. Buyers should consult their own tax advisors.

Conditions of Sale

The Conditions of Sale and Authorship Warranty set forth below govern the relationship between bidders and buyers, on the one hand, and Phillips and sellers, on the other hand. All prospective buyers should read these Conditions of Sale, the Important Notices and VAT information following the Guide for Prospective Buyers and the Authorship Warranty carefully before bidding.

1 Introduction

Each lot in this catalogue is offered for sale and sold subject to: (a) the Conditions of Sale and Authorship Warranty; (b) additional notices and terms printed in other places in this catalogue, including the Guide for Prospective Buyers and (c) supplements to this catalogue or other written material posted by Phillips in the saleroom, in each case as amended by any addendum or announcement by the auctioneer prior to the auction.

By bidding at the auction, whether in person, through an agent, by written bid, by telephone bid or other means, bidders and buyers agree to be bound by these Conditions of Sale, as so changed or supplemented, and Authorship Warranty. These Conditions of Sale, as so changed or supplemented, and Authorship Warranty contain all the terms on which Phillips and the seller contract with the buyer.

2 Phillips as Agent

Phillips acts as an agent for the seller, unless otherwise indicated in this catalogue or at the time of auction. On occasion, Phillips may own a lot directly, in which case we will act in a principal capacity as a consignor, or a company affiliated with Phillips may own a lot, in which case we will act as agent for that company, or Phillips or an affiliated company may have a legal, beneficial or financial interest in a lot as a secured creditor or otherwise.

3 Catalogue Descriptions and Condition of Property

Lots are sold subject to the Authorship Warranty, as described in the catalogue (unless such description is changed or supplemented, as provided in Paragraph 1 above) and in the condition that they are in at the time of the sale on the following basis.

(a) The knowledge of Phillips in relation to each lot is partially dependent on information provided to us by the seller and Phillips is not able to and does not carry out exhaustive due diligence on each lot. Prospective buyers acknowledge this fact and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the lots in which they may be interested. Notwithstanding the foregoing, we shall exercise such reasonable care when making express statements in catalogue descriptions or condition reports as is consistent with our role as auctioneer of lots in this sale and in light of (i) the information provided to us by the seller; (ii) scholarship and technical knowledge and (iii) the generally accepted opinions of relevant experts, in each case at the time any such express statement is made.

(b) Each lot offered for sale at Phillips is available for inspection by prospective buyers prior to the auction. Phillips accepts bids on lots on the basis that bidders (and independent experts on their behalf, to the extent appropriate given the nature and value of the lot and the bidder's own expertise) have fully inspected the lot prior to bidding and have satisfied themselves as to both the condition of the lot and the accuracy of its description.

(c) Prospective buyers acknowledge that many lots are of an age and type which means that they are not in perfect condition. As a courtesy to clients, Phillips may prepare and provide condition reports to assist prospective buyers when they are inspecting lots. Catalogue descriptions and condition reports may make reference to particular imperfections of a lot, but bidders should note that lots may have other faults not expressly referred to in the catalogue or condition report. All dimensions are approximate. Illustrations are for identification purposes only and cannot be used as precise indications of size or to convey full information as to the actual condition of lots.

(d) Information provided to prospective buyers in respect of any lot, including any pre-sale estimate, whether written or oral, and information in any catalogue, condition or other report, commentary or valuation, is not a representation of fact but rather a statement of opinion held by Phillips. Any pre-sale estimate may not be relied on as a prediction of the selling price or value of the lot and may be revised from time to time by Phillips at our absolute discretion. Neither Phillips nor any of our affiliated companies shall be liable for any difference between the pre-sale estimates for any lot and the actual price achieved at auction or upon resale.

4 Bidding at Auction

(a) Phillips has absolute discretion to refuse admission to the auction or participation in the sale. All bidders must register for a paddle prior to bidding, supplying such information and references as required by Phillips.

(b) As a convenience to bidders who cannot attend the auction in person, Phillips may, if so instructed by the bidder, execute written absentee bids on a bidder's behalf. Absentee bidders are required to submit bids on the Absentee Bid Form, a copy of which is printed in this catalogue or otherwise available from Phillips. Bids must be placed in the currency of the sale. The bidder must clearly indicate the maximum amount he or she intends to bid, excluding the buyer's premium and value added tax (VAT). The auctioneer will not accept an instruction to execute an absentee bid which does not indicate such maximum bid. Our staff will attempt to execute an dother bidder. Any absentee bid must be received at least 24 hours in advance of the sale. In the event of identical bids, the earliest bid received will take precedence.

(c) Telephone bidders are required to submit bids on the Telephone Bid Form, a copy of which is printed in this catalogue or otherwise available from Phillips. Telephone bidding is available for lots whose low pre-sale estimate is at least £500. Phillips reserves the right to require written confirmation of a successful bid from a telephone bidder by fax or otherwise immediately after such bid is accepted by the auctioneer. Telephone bids may be recorded and, by bidding on the telephone, a bidder consents to the recording of the conversation.

(d) Bidders may participate in an auction by bidding online through Phillips's online live bidding platform available on our website at www.phillips.com. To bid online, bidders must register online at least 24 hours before the start of the auction. Online bidding is subject to approval by Phillips's bid department in our sole discretion. As noted in Paragraph 3 above, Phillips encourages online bidders to inspect prior to the auction any lot(s) on which they may bid, and condition reports are available upon request. Bidding in a live auction can progress quickly. To ensure that online bidders are not placed at a disadvantage when bidding against bidders in the room or on the telephone, the procedure for placing bids through Phillips's online bidding platform is a one-step process. By clicking the bid button on the computer screen, a bidder submits a bid. Online bidders acknowledge and agree that bids so submitted are final and may not under any circumstances be amended or retracted. During a live auction, when bids other than online bids are placed, they will be displayed on the online bidder's computer screen as 'floor' bids. 'Floor' bids include bids made by the auctioneer to protect the reserve. In the event that an online bid and a 'floor' or 'phone' bid are identical, the 'floor' bid may take precedence at the auctioneer's discretion. The next bidding increment is shown for the convenience of online bidders in the bid button. The bidding increment available to online bidders may vary from the next bid actually taken by the auctioneer, as the auctioneer may deviate from Phillips's standard increments at any time at his or her discretion, but an online bidder may only place a bid in a whole bidding increment. Phillips's bidding increments are published in the Guide for Prospective Buyers.

(e) When making a bid, whether in person, by absentee bid, on the telephone or online, a bidder accepts personal liability to pay the purchase price, as described more fully in Paragraph 6 (a) below, plus all other applicable charges unless it has been explicitly agreed in writing with Phillips before the commencement of the auction that the bidder is acting as agent on behalf of an identified third party acceptable to Phillips and that we will only look to the principal for such payment.

(f) By participating in the auction, whether in person, by absentee bid, on the telephone or online, each prospective buyer represents and warrants that any bids placed by such person, or on such person's behalf, are not the product of any collusive or other anti-competitive agreement and are otherwise consistent with federal and state antitrust law.

(g) Arranging absentee, telephone and online bids is a free service provided by Phillips to prospective buyers. While we undertake to exercise reasonable care in undertaking such activity, we cannot accept liability for failure to execute such bids except where such failure is caused by our willful misconduct.

(h) Employees of Phillips and our affiliated companies, including the auctioneer, may bid at the auction by placing absentee bids so long as they do not know the reserve when submitting their absentee bids and otherwise comply with our employee bidding procedures.

5 Conduct of the Auction

(a) Unless otherwise indicated by the symbol •, each lot is offered subject to a reserve, which is the confidential minimum selling price agreed by Phillips with the seller. The reserve will not exceed the low pre-sale estimate at the time of the auction.

(b) The auctioneer has discretion at any time to refuse any bid, withdraw any lot, re-offer a lot for sale (including after the fall of the hammer) if he or she believes there may be error or dispute and take such other action as he or she deems reasonably appropriate. Phillips shall have no liability whatsoever for any such action taken by the auctioneer. If any dispute arises after the sale, our sale record is conclusive. The auctioneer may accept bids made by a company affiliated with Phillips provided that the bidder does not know the reserve placed on the lot.

(c) The auctioneer will commence and advance the bidding at levels and in increments he or she considers appropriate. In order to protect the reserve on any lot, the auctioneer may place one or more bids on behalf of the seller up to the reserve without indicating he or she is doing so, either by placing consecutive bids or bids in response to other bidders. If a lot is offered without reserve, unless there are already competing absentee bids, the auctioneer will generally open the bidding at 50% of the lot's low pre-sale estimate. In the absence of a bid at that level, the auctioneer will proceed backwards at his or her discretion until a bid is recognized and will then advance the bidding from that amount. Absentee bids on no reserve lots will, in the absence of a higher bid, be executed at approximately 50% of the low pre-sale estimate or at the amount of the bid if it is less than 50% of the low pre-sale estimate. If there is no bid whatsoever on a no reserve lot, the auctioneer may deem such lot unsold.

(d) The sale will be conducted in pounds sterling and payment is due in pounds sterling. For the benefit of international clients, pre-sale estimates in the auction catalogue may be shown in US dollars and/or euros and, if so, will reflect approximate exchange rates. Accordingly, estimates in US dollars or euros should be treated only as a guide. If a currency converter is operated during the sale, it is done so as a courtesy to bidders, but Phillips accepts no responsibility for any errors in currency conversion calculation.

(e) Subject to the auctioneer's reasonable discretion, the highest bidder accepted by the auctioneer will be the buyer and the striking of the hammer marks the acceptance of the highest bid and the conclusion of a contract for sale between the seller and the buyer. Risk and responsibility for the lot passes to the buyer as set forth in Paragraph 7 below.

(f) If a lot is not sold, the auctioneer will announce that it has been 'passed', 'withdrawn', 'returned to owner' or 'bought-in'.

(g) Any post-auction sale of lots offered at auction shall incorporate these Conditions of Sale and Authorship Warranty as if sold in the auction.

6 Purchase Price and Payment

(a) The buyer agrees to pay us, in addition to the hammer price of the lot, the buyer's premium, plus any applicable value added tax (VAT) and any applicable resale royalty (the 'Purchase Price'). The buyer's premium is 25% of the hammer price.

(b) From the buyer's premium Phillips will deduct all costs and expenses incurred by it in connection with the auction and, once paid in full by buyers, will donate to Positive View Foundation an amount equal to any remaining portion of the buyer's premium after such deductions have been made.

(c) VAT is payable in accordance with applicable law. All prices, fees, charges and expenses set out in these Conditions of Sale are quoted exclusive of VAT.

(d) If the Artist's Resale Right Regulations 2006 apply to the lot, the buyer agrees to pay to us an amount equal to the resale royalty provided for in those regulations and we undertake to the buyer to pay such amount to the artist's collection agent. In circumstances where (i) we are on notice that the resale royalty is payable or (ii) we have not been able to ascertain the nationality of the artist, we will identify the lot with the symbol ♠ next to the lot number and will invoice the resale royalty to the buyer. If we subsequently determine that the nationality of the artist does not entitle him/her to the royalty paid to us. If, after a sale in which we did not collect the resale royalty on a particular lot, we become aware that information provided to us prior to the auction concerning an artist's nationality was incorrect and the artist is entitled to the resale royalty on the lot, the buyer shall pay the resale royalty to us upon receipt of an invoice.

(e) Unless otherwise agreed, a buyer is required to pay for a purchased lot immediately following the auction regardless of any intention to obtain an export or import license or other permit for such lot. Payments must be made by the invoiced party in pounds sterling either by cash, cheque drawn on a UK bank or wire transfer, as follows:

(i) Phillips will accept payment in cash provided that the total amount paid in cash or cash equivalents does not exceed the local currency equivalent of US\$10,000.

(ii) Personal cheques and banker's drafts are accepted if drawn on a UK bank and the buyer provides to us acceptable government-issued identification. Cheques and banker's drafts should be made payable to Phillips Auctioneers Ltd. If payment is sent by post, please send the cheque or banker's draft to the attention of the Client Accounting Department at

30 Berkeley Square, London, W1J6EX and ensure that the sale number is written on the cheque. Cheques or banker's drafts drawn by third parties will not be accepted.

(iii) Payment by wire transfer may be sent directly to Phillips. Bank transfer details:

Bank of Scotland Gordon Street, Glasgow G13RS, Scotland Account of Phillips Auctioneers Ltd. Account No: 00440780 Sort code: 80-54-01 SWIFT/BIC: BOFSGB21138 IBAN: GB36B0FS80540100440780

(f) As a courtesy to clients, Phillips will accept American Express, Visa, MasterCard, UnionPay (for in-person transactions only) and UK-issued debit cards to pay for invoices of \pm 50,000 or less. A processing fee will apply.

(g) Title in a purchased lot will not pass until Phillips has received the Purchase Price for that lot in cleared funds. Phillips is not obliged to release a lot to the buyer until title in the lot has passed and appropriate identification has been provided, and any earlier release does not affect the passing of title or the buyer's unconditional obligation to pay the Purchase Price.

7 Collection of Property

(a) Phillips will not release a lot to the buyer until we have received payment of its Purchase Price in full in cleared funds, the buyer has paid all outstanding amounts due to Phillips or any of our affiliated companies, including any charges payable pursuant to Paragraph 8 (a) below, and the buyer has satisfied such other terms as we in our sole discretion shall require, including completing any anti-money laundering or anti-terrorism financing checks. As soon as a buyer has satisfied all of the foregoing conditions, he or she should contact us at +44 (0) 207 318 4081 or +44 (0) 207 318 4082 to arrange for collection of purchased property.

(b) The buyer must arrange for collection of a purchased lot within seven days of the date of the auction. After the auction, we will transfer all lots to our fine art storage facility located near Wimbledon and will so advise all buyers. Purchased lots are at the buyer's risk, including the responsibility for insurance, from (i) the date of collection or (ii) seven days after the auction, whichever is the earlier. Until risk passes, Phillips will compensate the buyer for any loss or damage to a purchased lot up to a maximum of the Purchase Price paid, subject to our usual exclusions for loss or damage to property.

(c) As a courtesy to clients, Phillips will, without charge, wrap purchased lots for hand carry only. We do not provide packing, handling, insurance or shipping services. We will coordinate with shipping agents instructed by the buyer, whether or not recommended by Phillips, in order to facilitate the packing, handling, insurance and shipping of property bought at Phillips. Any such instruction is entirely at the buyer's risk and responsibility, and we will not be liable for acts or omissions of third party packers or shippers.

(d) Phillips will require presentation of government-issued identification prior to release of a lot to the buyer or the buyer's authorized representative.

8 Failure to Collect Purchases

(a) If the buyer pays the Purchase Price but fails to collect a purchased lot within 30 days of the auction, the buyer will incur a storage fee of £10 per day for each uncollected lot. Additional charges may apply to oversized lots. We will not release purchased lots to the buyer until all such charges have been paid in full.

(b) If a purchased lot is paid for but not collected within six months of the auction, the buyer authorizes Phillips, upon notice, to arrange a resale of the item by auction or private sale, with estimates and a reserve set at Phillips's reasonable discretion. The proceeds of such sale will be applied to pay for storage charges and any other outstanding costs and expenses owed by the buyer to Phillips or our affiliated companies and the remainder will be forfeited unless collected by the buyer within two years of the original auction.

9 Remedies for Non-Payment

(a) Without prejudice to any rights the seller may have, if the buyer without prior agreement fails to make payment of the Purchase Price for a lot in cleared funds within seven days of the auction, Phillips may in our sole discretion exercise one or more of the following remedies: (i) store the lot at Phillips's premises or elsewhere at the buyer's sole risk and expense; (ii) cancel the sale of the lot, retaining any partial payment of the Purchase Price as liquidated damages; (iii) reject future bids from the buyer or render such bids subject to payment of a deposit; (iv) charge interest at 12% per annum from the date payment became due until the date the Purchase Price is received in cleared funds: (v) subject to notification of the buyer. exercise a lien over any of the buyer's property which is in the possession of Phillips and instruct our affiliated companies to exercise a lien over any of the buyer's property which is in their possession and, in each case, no earlier than 30 days from the date of such notice arrange the sale of such property and apply the proceeds to the amount owed to Phillips or any of our affiliated companies after the deduction from sale proceeds of our standard vendor's commission, all sale-related expenses and any applicable taxes thereon; (vi) resell the lot by auction or private sale, with estimates and a reserve set at Phillips's reasonable discretion, it being understood that in the event such resale is for less than the original hammer price and buyer's premium for that lot, the buyer will remain liable for the shortfall together with all costs incurred in such resale; (vii) commence legal proceedings to recover the hammer price and buyer's premium for that lot, together with interest and the costs of such proceedings; (viii) set off the outstanding amount remaining unpaid by the buyer against any amounts which we or any of our affiliated companies may owe the buyer in any other transactions; (ix) release the name and address of the buyer to the seller to enable the seller to commence legal proceedings to recover the amounts due and legal costs; or (x) take such other action as we deem necessary or appropriate.

(b) The buyer irrevocably authorizes Phillips to exercise a lien over the buyer's property which is in our possession upon notification by any of our affiliated companies that the buyer is in default of payment. Phillips will notify the buyer of any such lien. The buyer also irrevocably authorizes Phillips, upon notification by any of our affiliated companies that the buyer is in default of payment, to pledge the buyer's property in our possession by actual or constructive delivery to our affiliated company as security for the payment of any outstanding amount due. Phillips will notify the buyer if the buyer's property has been delivered to an affiliated company by way of pledge.

(c) If the buyer is in default of payment, the buyer irrevocably authorizes Phillips to instruct any of our affiliated companies in possession of the buyer's property to deliver the property by way of pledge as the buyer's agent to a third party instructed by Phillips to hold the property on our behalf as security for the payment of the Purchase Price and any other amount due and, no earlier than 30 days from the date of written notice to the buyer, to sell the property in such manner and for such consideration as can reasonably be obtained on a forced sale basis and to apply the proceeds to any amount owed to Phillips or any of our affiliated companies after the deduction from sale proceeds of our standard vendor's commission, all sale-related expenses and any applicable taxes thereon.

10 Rescission by Phillips

Phillips shall have the right, but not the obligation, to rescind a sale without notice to the buyer if we reasonably believe that there is a material breach of the seller's representations and warranties or the Authorship Warranty or an adverse claim is made by a third party. Upon notice of Phillips election to rescind the sale, the buyer will promptly return the lot to Phillips, and we will then refund the Purchase Price paid to us. As described more fully in Paragraph 13 below, the refund shall constitute the sole remedy and recourse of the buyer against Phillips and the seller with respect to such rescinded sale.

11 Export, Import and Endangered Species Licences and Permits

Before bidding for any property, prospective buyers are advised to make their own enquiries as to whether a licence is required to export a lot from the United Kingdom or to import it into another country. Prospective buyers are advised that some countries prohibit the import of property made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, Brazilian rosewood, rhinoceros horn or tortoiseshell, irrespective of age, percentage or value. Accordingly, prior to bidding, prospective buyers considering export of purchased lots should familiarize themselves with relevant export and import regulations of the countries concerned. Please note that the US prohibits the importation of any item containing African elephant ivory. Asian elephant ivory may be imported in to the US only if accompanied by independent scientific analysis of continent of origin and confirmation the object is more than 100 years old.

With regard to any item containing endangered species other than elephant ivory, an importer into the US must provide documented evidence of the species identification and age of an object in order to demonstrate that the item qualifies as an antique. This will require the buyer to obtain an independent appraisal certify the species of endangered material on the object and certifying that the object is not less than 100 years of age. A prospective buyer planning to import an object containing endangered species into the US may not rely on Phillips cataloguing to establish the species of endangered material on the object or to establish the age of the object and must consult with a qualified independent appraiser prior to placing a bid on the lot.

It is solely the buyer's responsibility to comply with these laws and to obtain any necessary export, import and endangered species licences or permits. Failure to obtain a licence or permit or delay in so doing will not justify the cancellation of the sale or any delay in making full payment for the lot. As a courtesy to clients, Phillips has marked in the catalogue lots containing potentially regulated plant or animal material, but we do not accept liability for errors or for failing to mark lots containing protected or regulated species.

12 Data Protection

(a) In connection with the supply of auction and related services, or as required by law, Phillips may ask clients to provide personal data. Phillips may take and retain a copy of government-issued identification such as a passport or driving licence. We will use your personal data (i) to provide auction and related services; (ii) to enforce these Conditions of Sale; (iii) to carry out identity and credit checks; (iv) to implement and improve the management and operations of our business and (v) for other purposes set out in our Privacy Policy published on the Phillips website at www.phillips.com (the 'Privacy Policy') and available on request by emailing dataprotection@phillips.com. By agreeing to these Conditions of Sale, you consent to our use of your personal data, including sensitive personal data, in accordance with the Privacy Policy. The personal data we may collect and process is listed, and sensitive personal data is defined, in our Privacy Policy. Phillips may also, from time to time, send you promotional and marketing materials about us and our services. If you would prefer not to receive such information, please email us at dataprotection@phillips.com. Please also email us at this address to receive information about your personal data or to advise us if the personal data we hold about you is inaccurate or out of date.

(b) In order to provide our services, we may disclose your personal data to third parties, including professional advisors, shippers and credit agencies. We will disclose, share with and transfer your personal data to Phillips's affiliated persons (natural or legal) for administration, sale and auction related purposes, including to persons outside the European Economic Area (EEA), where national laws may not provide an equivalent level of protection to personal data as that provided within the EEA. You expressly consent to such transfer of your personal data, including sensitive personal data, outside the EEA. We will not sell, rent or otherwise transfer any of your personal data to third parties except as otherwise expressly provided in this Paragraph 12.

(c) Phillips's premises may be subject to video surveillance and recording. Telephone calls (e.g., telephone bidding) may also be recorded. We may process that information in accordance with our Privacy Policy.

13 Limitation of Liability

(a) Subject to sub-paragraph (e) below, the total liability of Phillips, our affiliated companies and the seller to the buyer in connection with the sale of a lot shall be limited to the Purchase Price actually paid by the buyer for the lot.

(b) Except as otherwise provided in this Paragraph 13, none of Phillips, any of our affiliated companies or the seller (i) is liable for any errors or omissions, whether orally or in writing, in information provided to prospective buyers by Phillips or any of our affiliated companies or (ii) accepts responsibility to any bidder in respect of acts

or omissions, whether negligent or otherwise, by Phillips or any of our affiliated companies in connection with the conduct of the auction or for any other matter relating to the sale of any lot.

(c) All warranties other than the Authorship Warranty, express or implied, including any warranty of satisfactory quality and fitness for purpose, are specifically excluded by Phillips, our affiliated companies and the seller to the fullest extent permitted by law.

(d) Subject to sub-paragraph (e) below, none of Phillips, any of our affiliated companies or the seller shall be liable to the buyer for any loss or damage beyond the refund of the Purchase Price referred to in sub-paragraph (a) above, whether such loss or damage is characterised as direct, indirect, special, incidental or consequential, or for the payment of interest on the Purchase Price to the fullest extent permitted by law.

(e) No provision in these Conditions of Sale shall be deemed to exclude or limit the liability of Phillips or any of our affiliated companies to the buyer in respect of any fraud or fraudulent misrepresentation made by any of us or in respect of death or personal injury caused by our negligent acts or omissions.

14 Copyright

The copyright in all images, illustrations and written materials produced by or for Phillips relating to a lot, including the contents of this catalogue, is and shall remain at all times the property of Phillips and, subject to the provisions of the Copyright, Designs and Patents Act 1988, such images and materials may not be used by the buyer or any other party without our prior written consent. Phillips and the seller make no representations or warranties that the buyer of a lot will acquire any copyright or other reproduction rights in it.

15 General

(a) These Conditions of Sale, as changed or supplemented as provided in Paragraph 1 above, and Authorship Warranty set out the entire agreement between the parties with respect to the transactions contemplated herein and supersede all prior and contemporaneous written, oral or implied understandings, representations and agreements.

(b) Notices to Phillips shall be in writing and addressed to the department in charge of the sale, quoting the reference number specified at the beginning of the sale catalogue. Notices to clients shall be addressed to the last address notified by them in writing to Phillips.

(c) These Conditions of Sale are not assignable by any buyer without our prior written consent but are binding on the buyer's successors, assigns and representatives.

(d) Should any provision of these Conditions of Sale be held void, invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect. No failure by any party to exercise, nor any delay in exercising, any right or remedy under these Conditions of Sale shall act as a waiver or release thereof in whole or in part.

(e) No term of these Conditions of Sale shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone other than the buyer.

16 Law and Jurisdiction

(a) The rights and obligations of the parties with respect to these Conditions of Sale and Authorship Warranty, the conduct of the auction and any matters related to any of the foregoing shall be governed by and interpreted in accordance with English law.

(b) For the benefit of Phillips, all bidders and sellers agree that the Courts of England are to have exclusive jurisdiction to settle all disputes arising in connection with all aspects of all matters or transactions to which these Conditions of Sale and Authorship Warranty relate or apply. All parties agree that Phillips shall retain the right to bring proceedings in any court other than the Courts of England.

(c) All bidders and sellers irrevocably consent to service of process or any other documents in connection with proceedings in any court by facsimile transmission, personal service, delivery by mail or in any other manner permitted by English law, the law of the place of service or the law of the jurisdiction where proceedings are instituted at the last address of the bidder or seller known to Phillips.

Authorship Warranty

Phillips warrants the authorship of property in this auction catalogue described in headings in **BOLD** or **CAPITALIZED** type for a period of five years from date of sale by Phillips, subject to the exclusions and limitations set forth below.

(a) Phillips gives this Authorship Warranty only to the original buyer of record (i.e., the registered successful bidder) of any lot. This Authorship Warranty does not extend to (i) subsequent owners of the property, including purchasers or recipients by way of gift from the original buyer, heirs, successors, beneficiaries and assigns; (ii) property where the description in the catalogue states that there is a conflict of opinion on the authorship of the property; (iii) property where our attribution of authorship was on the date of sale consistent with the generally accepted opinions of specialists, scholars or other experts; (iv) property whose description or dating is proved inaccurate by means of scientific methods or tests not generally accepted for use at the time of the publication of the catalogue or which were at such time deemed unreasonably expensive or impractical to use or likely in our reasonable opinion to have caused damage or loss in value to the lot or (v) property where there has been no material loss in value from the value of the lot had it been as described in the heading of the catalogue entry.

(b) In any claim for breach of the Authorship Warranty, Phillips reserves the right, as a condition to rescinding any sale under this warranty, to require the buyer to provide to us at the buyer's expense the written opinions of two recognized experts approved in advance by Phillips. We shall not be bound by any expert report produced by the buyer and reserve the right to consult our own experts at our expense. If Phillips agrees to rescind a sale under the Authorship Warranty, we shall refund to the buyer the reasonable costs charged by the experts commissioned by the buyer and approved in advance by us.

(c) Subject to the exclusions set forth in subparagraph (a) above, the buyer may bring a claim for breach of the Authorship Warranty provided that (i) he or she has notified Phillips in writing within three months of receiving any information which causes the buyer to question the authorship of the lot, specifying the auction in which the property was included, the lot number in the auction catalogue and the reasons why the authorship of the lot is being questioned and (ii) the buyer returns the lot to Phillips to the saleroom in which it was purchased in the same condition as at the time of its auction and is able to transfer good and marketable title in the lot free from any third party claim arising after the date of the auction. Phillips has discretion to waive any of the foregoing requirements set forth in this subparagraph (c) or subparagraph (b) above.

(d) The buyer understands and agrees that the exclusive remedy for any breach of the Authorship Warranty shall be rescission of the sale and refund of the original Purchase Price paid. This remedy shall constitute the sole remedy and recourse of the buyer against Phillips, any of our affiliated companies and the seller and is in lieu of any other remedy available as a matter of law or equity. This means that none of Phillips, any of our affiliated companies or the seller shall be liable for loss or damage beyond the remedy expressly provided in this Authorship Warranty, whether such loss or damage is characterized as direct, indirect, special, incidental or consequential, or for the payment of interest on the original Purchase Price.

PHILLIPS

Please return this form by fax to +44 20 7318 4035 or email it to bidslondon@phillips.com at least 24 hours before the sale. Please read carefully the information in the right column and note that it is important that you indicate whether you are applying as an individual or on behalf of a company.

Please select the type of bid you wish to make with this form (please select one):

- □ Absentee Bidding
- □ Telephone Bidding (Live Auction only)

Please indicate in what capacity you will be bidding (please select one):

- □ As a private individual
- On behalf of a company

David Beckham: The Man		UK040016	10 March 2016
Title	First Name	Surname	
Company	(if applicable)	Account Number	
VAT numb	Der (if applicable)		
Address			
City		State/Country	
Post Code	e		
Phone		Mobile	
Email		Fax	
Phone nu	mber to call at the time of sale (f	or Phone Bidding and Live Auction only)	

2

Phone number to call at the time of sale (for Phone Bidding and Live Auction only)

1.

Please complete the following section

Lot number In Consecutive Order	Brief description	Maximum pound sterling price* Absentee Bids Only

* Excluding Buyer's Premium and VAT

Financial Information

For your bid to be accepted, we require the following information for our reference only. Please note that you may be contacted to provide a bank reference:

Credit Card Type	Expiration Date
Credit Card Number	
Signature	Date

By signing this form, you accept the Conditions of Sale of Phillips as stated in our catalogues and on our website.

30 Berkeley Square, London, W1J 6EX phillips.com +44 20 7318 4010 bidslondon@phillips.com

- **Private Purchases:** Proof of identity in the form of governmentissued identification will be required.
- Company Purchases: We require a copy of government-issued identification (such as the certificate of incorporation) to verify the status of the company. This should be accompanied by an official document confirming the company's EU VAT registration number, if applicable, which we are now required by HMRC to hold.
- Conditions of Sale: All bids are placed and executed, and all lots are sold and purchased, subject to the Conditions of Sale printed in the catalogue. Please read them carefully before placing a bid. Your attention is drawn to Paragraph 4 of the Conditions of Sale.
- If you cannot attend the sale, we can execute bids confidentially on your behalf.
- Phillips charges the successful bidder a commission, or buyer's premium, on the hammer price of each lot sold. The buyer's premium is payable by the buyer as part of the total purchase price at 25% of the hammer price.
- From the buyer's premium Phillips will deduct all costs and expenses incurred by it in connection with the auction and, once paid in full by buyers, will donate to Positive View Foundation an amount equal to any remaining portion of the buyer's premium after such deductions have been made.
- "Buy" or unlimited bids will not be accepted. Alternative bids can be placed by using the word "OR" between lot numbers.
- For absentee bids, indicate your maximum limit for each lot, excluding the buyer's premium and any applicable VAT. Your bid will be executed at the lowest price taking into account the reserve and other bidders. On no reserve lots, in the absence of other bids, your bid will be executed at approximately 50% of the low pre-sale estimate or at the amount specified, if less than 50% of the low estimate.
- Your bid must be submitted in the currency of the sale and will be rounded down to the nearest amount consistent with the auctioneer's bidding increments.
- If we receive identical bids, the first bid received will take precedence.
- Arranging absentee and telephone bids is a free service provided by us to prospective buyers. While we will exercise reasonable care in undertaking such activity, we cannot accept liability for errors relating to execution of your bids except in cases of wilful misconduct.
 Agreement to bid by telephone must be confirmed by you promptly in writing or by fax. Telephone bid lines may be recorded.
- Please submit your bids to the Bid Department by fax at +44 20 7318 4035 or scan and email to bidslondon@phillips.com at least 24 hours before the sale. You will receive confirmation by email within one business day. To reach the Bid Department by phone please call +44 20 7318 4045.
- Absent prior payment arrangements, please provide a bank reference. Payment for lots can be made by cash (up to £5,000), credit card (up to £50,000) using Visa, American Express, Mastercard or Union Pay (for in person transactions only), UK debit cards, wire transfer, banker's draft or personal cheque with identification, drawn on UK banks. Please note that credit cards are subject to a surcharge.
- Lots cannot be collected until payment has cleared and all charges have been paid.
- You will not have the right to cancel the sale of any lot purchased by you under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- By signing this Bid Form, you consent to our use of your personal data, including sensitive personal data, in accordance with Phillips's Privacy Policy published on our website at www.phillips.com or available on request by emailing dataprotection@phillips.com. We may send you materials about us and our services or other information which we think you may find interesting. If you would prefer not to receive such information, please email us at dataprotection@phillips.com.
- Phillips's premises may be subject to video surveillance and recording. Telephone calls (e.g., telephone bidding) may also be recorded. We may process that information in accordance with our Privacy Policy.



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Lot Numbers

Artist	Lot No.
Alaş, M. and Piggott, M.	6, 35, 36
Buchet, C.	19, 20, 21
Chapman, E.	8
Hirst, D.	1
Hom, M.	32, 33, 34
Inez and Vinoodh	27, 28
Irby, C.	11
Kander, N.	5, 37, 38
Klein, S.	9
Leibovitz, A.	3,14
Lindbergh, P.	7
Luchford, G.	25
Mandler, A.	15, 16, 17, 18
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