

# Time for Design

*London, 28 April 2016*

the  
DESIGN  
MUSEUM

PHILLIPS



**Time for Design:  
An Online Benefit Auction  
for the new Design Museum  
*London, 14 April – 2 May 2016***

**Curated by Deyan Sudjic**

**Viewing Location**

30 Berkeley Square London W1J 6EX

**Online Auction**

phillips.com  
7 April – 2 May  
Lots 340 – 376

**Viewing**

22 – 28 April  
Monday – Saturday 10am – 6pm  
Sunday 12pm – 6pm

**Sale Designation**

When making enquiries please  
refer to this sale as UK050616  
or Time for Design Online.

**Bids**

tel +44 20 7318 4045  
fax +44 20 7318 4035  
bidslondon@phillips.com

**All purchases over £10,000 hammer price  
will entitle the successful bidder to become  
a Founder of the new Design Museum and  
have their name carved into the fabric of  
the building on a donor panel that will be  
featured prominently in the main foyer.**

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the  
**DESIGN  
MUSEUM**

**PHILLIPS**

Donated by Fiat

**340. Ron Arad** b. 1951

*Vinyl-wrapped limited edition new Fiat 500  
'Ron Arad', 2015*

From the edition of 200. Registration  
number WV15WXD. Chassis number  
OJ344668. Engine number 1137135.

**Estimate**

£10,000-15,000 \$14,300-21,500

€12,900-19,300

**Please note this lot is offered as  
an art work, not a car. It can however  
be registered as a car by the successful  
bidder after collection.**





Donated by Patrick Jouin

**341. Patrick Jouin** b. 1967

*'One Shot' stool*, designed 2006, produced 2015  
Polyamide.  
Open: 40 cm (15¾ in.) high,  
32 cm (12½ in.) diameter  
Folded: 65 cm (25½ in.) high,  
11 cm (4¾ in.) diameter  
Produced by MGX by Materialize,  
Leuven, Belgium. Signed in marker  
with *DUST* and *Patrick Jouin 2016*.

**Estimate**

£1,000-2,000 \$1,400-2,900  
€1,300-2,600



Donated by Rouge Absolu

**342. Geraldine Prieur** b. 1969

*'Up To You' Consolatrice*, 2015  
Lacquered French walnut,  
French walnut, brass.  
75 x 52.2 x 73.7 cm (29½ x 20½ x 29 in.)  
Manufactured by Les Compagnons  
du Devoir, France, for Rouge Absolu,  
Paris. Number 1 from the edition of  
12. Underside with label *ROUGE/  
ABSOLU/001*.

**Estimate**

£2,000-3,000 \$2,900-4,300  
€2,600-3,900



Donated by India Mahdavi

**343. India Mahdavi** b. 1962

*'Bishop' stool, from the 'fifteenth anniversary of Studio India Mahdavi' series, 2016*

Enamelled ceramic.

60 cm (23 $\frac{5}{8}$  in.) high, 40 cm (15 $\frac{3}{4}$  in.) diameter

Number 2 from the edition of 15. Underside

handwritten with *2/15 fifteen years plus tard* and signed *India Mahdavi 2016*.

Together with certificate of authenticity from the Studio India Mahdavi.

**Estimate**

£500-700 \$720-1,000 €640-900 •

**This lot is sold with no reserve**



Donated by Cristina Grajales Gallery  
and Cristophe Côme

**344. Christophe Côme** b. 1965

*'Wave Loukoum' table lamp, 2012*  
Crystal, painted metal.  
26 x 14.3 x 9.5 cm (10¼ x 5½ x 3¾ in.)  
Base stamped with CÔME.

**Estimate**

£5,000-7,000 \$7,200-10,000  
€6,400-9,000 Ω



Donated by Meritalia and Mario Bellini

**345. Mario Bellini** b. 1935

*'Opera' table, 2014*  
Ebonised wood, glass.  
72.7 x 250 x 155.2 cm (28½ x 98¾ x 61½ in.)  
Manufactured by Meritalia, Meda, Italy.  
Underside with manufacturer's metal  
label and artist's facsimile signature  
*OPERA/2014/Mario Bellini/MADE IN ITALY/  
MERITALIA.*

**Estimate**

£5,000-7,000 \$7,200-10,000  
€6,400-9,000 •

**This lot is sold with no reserve**





Donated by Paul Cocksedge and Friedman Benda

**346. Paul Cocksedge** b. 1978

*'Styrene' ceiling light, 2002*

Polystyrene.

72.5 cm (28½ in.) diameter, variable drop

**Estimate**

£4,000-6,000 \$5,700-8,600 €5,200-7,700



Donated by Rodney Kinsman

**347. Rodney Kinsman** b. 1943

*Pair of 'T1' chairs, designed 1966, produced 1970*

Chromium-plated tubular metal, leather.

Each: 70 x 79 x 75 cm (27½ x 31½ x 29½ in.)

Produced by OMK Design Ltd., London, UK.

Each underside signed *Kinsman '70*. Together

with a signed copy of Rodney Kinsman's  
*The Logical Art of Furniture*, London, 1992.

**Estimate**

£1,000-1,500 \$1,400-2,200 €1,300-1,900

**Literature**

Rodney Kinsman, *The Logical Art of Furniture*,  
London, 1992, pp. 27, 29

Donated by Paere Dansk Ltd.

**348. Helge Vestergaard Jensen** b. 1917

*Daybed*, designed 1955, produced 2014  
Wenge wood, brass, elastic nylon string, aniline leather, cotton matting.  
51 x 190.5 x 72 cm (20 1/8 x 75 x 28 3/8 in.)  
Executed by master cabinetmaker Niels Roth Andersen, Denmark. From the production of 6 in rosewood and 8 in wenge.

**Estimate**

£8,000 - 12,000 \$11,400-17,200 €10,300-15,500

**Literature**

Grete Jalk, ed., *Dansk Møbelkunst gennem 40 aar*,  
Volume 3: 1947-1956, Copenhagen, 1987, p. 343







Donated by Hermès

**349. Michele de Lucchi** b. 1951

*'Pantographe' desk lamp, 2014*

Leather covered tubular aluminium,  
aluminium, leather, acrylic.

73 x 72 x 22.2 cm (28¾ x 28⅝ x 8¾ in.)  
fully extended

Manufactured by Hermès, Paris, France.

Arm incised with *HERMÈS/PARIS* and  
underside granded with *PANTOGRAPHE Lamp  
de travail* and various certifications marks.

**Estimate**

£3,000-5,000 \$4,300-7,200 €3,900-6,400

Donated by Moroso

**350. Martino Gamper** b. 1971

*'Metamorfosi'*, 2012

Plywood, polyester foam, fabric.

150 x 95 x 115 cm (59 x 37 $\frac{3}{8}$  x 45 $\frac{1}{4}$  in.)

Produced by Moroso, Udine, Italy.

Underside covering fabric with  
monogram MOROSO.

**Estimate**

£6,000-8,000 \$8,700-11,600

€7,700-10,300 •

**This lot is sold with no reserve**





Donated by Flos

**351. Mario Bellini** b. 1935

*'Chiara' standard lamp*, designed 1964,  
produced 2015

Polished stainless steel, plastic.

145 x 49 x 70 cm (57½ x 19¼ x 27½ in.)

Manufactured by Flos, Bovezzo, Italy.

**Estimate**

£5,000-7,000 \$7,200-10,100

€6,400-9,000



Donated by David Gill and Francis Sultana

**352. Zaha Hadid** b. 1950

*'Serif 2' shelf*, from the *'Seamless'*  
collection, 2006

Polyurethane-lacquered polyester resin.

254 x 238 x 69 cm (100 x 93¾ x 27½ in.)

Produced by Established & Sons, London, UK.

Number 7 from the edition of 12.

Reverse with two brass labels impressed

with *Established/&SONS/British Made*

and *Designed by/Zaha Hadid/Seamless /*

*2006/Serif 2 7 / 12.*

**Estimate**

£8,000-12,000 \$11,600-17,300

€10,300-15,400

**Literature**

*Zaha Hadid: Seamless*, exh. cat., Established  
& Sons and Phillips de Pury & Company,  
New York, 2006, n.p.

Donated by Michael Hue-Williams  
and Richard Woods

**353. Richard Woods** b. 1966

*'Duckweave' rug*, 2016

Woven wool.

274 x 183 cm (107 $\frac{7}{8}$  x 72 in.)

Number 1 of 2 artist's proofs from the edition of 10.

**Estimate**

£6,000-8,000 \$8,600-11,400 €7,700-10,300



Donated by Knoll

**354. Frank Gehry** b. 1929

*'Cross Check' armchair*, designed 1990  
Maple-veneered wood.  
85.5 x 72.4 x 66 cm (33<sup>5</sup>/<sub>8</sub> x 28<sup>1</sup>/<sub>2</sub> x 25<sup>7</sup>/<sub>8</sub> in.)  
Manufactured by Knoll, East Greenville, US.  
Underside branded with artist's facsimile  
signature *Gehry / Knoll*, and stamped 3774.

**Estimate**

£400-600 \$580-870 €510-770 •

**This lot is sold with no reserve**





Donated by B&B Italia Spa

**355. Mario Bellini** b. 1935

*Early 'Camaleonda' modular sofa, with three A+B units, designed 1970, produced 1971*

Polyurethane foam, wool-polyamide-cashmere fabric.  
Each A+B unit: 67 x 95 x 95 cm (26<sup>3</sup>/<sub>8</sub> x 37<sup>3</sup>/<sub>8</sub> x 37<sup>3</sup>/<sub>8</sub> in.)

Manufactured by C&B Italia, Novedrate, Italy. Underside of each unit with manufacturer's paper label C&B/ITALIA/Novedrate, Como/sistema/CAMALEONDA/designer/M. BELLINI/modello depositato.

**Estimate**

£5,000-7,000 \$7,200-10,100 €6,400-9,000





Donated by Bell & Ross

### 356. **Bell & Ross** est. 1992

*A fine and rare set of 6 limited edition watches in a uniquely engraved display case.*

#### **Estimate**

£12,000-18,000 \$17,200-25,700  
€15,500-23,200

The Bell & Ross Aviation collection is directly inspired by the instrumentation of aircraft cockpits, and addresses four fundamental requirements: legibility, functionality, precision and water-resistance.

Included in this set are the following:

Br 01 Horizon  
Br 01 Altimeter  
Br 01 Turn Coordinator  
Br01-92 Heading Indicator  
Br01-92 Airspeed  
Br01-97 Climb

**Only 99 sets have been offered worldwide and this is the only unique box set, engraved exclusively by Bell & Ross for Time for Design.**

Donated by Porro

### 357. **Alessandro Mendini** b. 1931

*'Maggio' chest of drawers, 2014*

Elm-veneered wood, oak-veneered wood, acacia-veneered wood, brass, bronze, stainless steel, mirrored glass.

157 x 59.7 x 52 cm (61¼ x 23½ x 20½ in.)

Produced by Porro, Montesolaro, Italy.

Number 9 from the edition of 99. Bottom right corner stamped with artist's facsimile signature *A. Mendini* and 9/PORRO.

#### **Estimate**

£4,000-6,000 \$5,700-8,600 €5,200-7,700 •

**This lot is sold with no reserve**

#### **Literature**

'Guests of Honour', *The World of Interiors*, November 2014, p. 57 'Parquet Time', *Elle Decoration UK*, June 2015, p. 85



Donated by R & Company and the Haas Brothers

**358. Simon and Nikolai Haas**

b. 1984 and b. 1984

*Unique 'Dark Father Accretion' vase, 2014*

Hand-thrown and slip-decorated porcelain,  
Complex B glaze.

28.6 cm (11¼ in.) high

Underside with brass plaque impressed

*THE HAAS BROTHERS 2014* and gallery printed  
paper label with title and description.

**Estimate**

£3,000-4,000 \$4,300-5,700 €3,900-5,200 •

**Literature**

R & Company, *The Haas Brothers*, New York,  
2014, p. 134 for a similar example

**This lot is sold with no reserve**





Donated by Living Divani

**359. Junya Ishigami** b. 1974

*'Garden Plate' low table, designed 2010*  
Sanded and slumped glass.  
3.6 cm (1 $\frac{3}{8}$  in.) high, 118.8 cm (46 $\frac{3}{4}$  in.) diameter  
Produced by Living Divani, Como, Italy.

**Estimate**

£2,000-3,000 \$2,900-4,300 €2,600-3,900 •

**This lot is sold with no reserve**



Donated by Edward Barber and Jay Osgerby

**360. Edward Barber and Jay Osgerby**

b. 1969 and b. 1969

*Prototype 'Bodleian' chair, 2014*  
Oak, leather.  
82 x 65 x 55.2 cm (32 $\frac{1}{4}$  x 25 $\frac{5}{8}$  x 21 $\frac{3}{4}$  in.)  
Produced by Isokon, UK. Underside of armrests  
inscribed in pencil *PRE PRODUCTION MODEL/  
Edward Barber Jay Osgerby/JULY 2014*, underside  
of seat with manufacturer's paper label *Design  
Barber Osgerby/ISOKON PLUS/Made in England*.

**Estimate**

£2,000-3,000 \$2,900-4,300 €2,600-3,900







Donated by Arkitexture.com

**361. Laurent Muller** b. 1975

*'Moebus' mirror, from the 'Alchemy' series, 2015*  
Stainless steel, mirrored glass.  
106.3 cm (41 $\frac{1}{8}$  in.) high, 122 cm (48 in.) wide  
Number 1 from the edition of 20 plus 2 artist's proofs.  
Reverse incised with 1 / 20 and stamped MOEBIUS/  
LAURENT MULLER. Together with certificate of  
authenticity from the artist.

**Estimate**

£2,000-3,000 \$2,900-4,300 €2,600-3,900

Donated by Christian Liaigre

**362. Christian Liaigre** b. 1943

*'Kumara' cupboard, 2015*  
Lacquered wood, mango wood.  
220 x 80 x 40 cm (86 $\frac{5}{8}$  x 31 $\frac{1}{2}$  x 15 $\frac{3}{4}$  in.)  
Inside stamped with artist's monogram CL.

**Estimate**

£12,000-18,000 \$17,300-26,000 €15,400-23,100



Donated by Museo Molteni

**363. Aldo Rossi** 1931-1997

*Prototype 'Papyro' desk, designed for the Salone del Mobile, Milan, 1989*

Italian walnut, Italian walnut-veneered wood, brass.

106.5 x 140.1 x 65.1 cm (41 $\frac{1}{8}$  x 55 $\frac{1}{8}$  x 25 $\frac{5}{8}$  in.)

Produced by Molteni & C, Italy. Central drawer locker stamped with manufacturer's monogram M.

**Estimate**

£5,000-7,000 \$7,200-10,000 €6,400-9,000





Donated by Officine Panerai

### 364. Panerai est. 1860

*A fine and unique Titanium and DLC coated wristwatch 3 Day power reserve*

<b>Manufacturer</b>	Panerai
<b>Reference No.</b>	PAM00629
<b>Model Name</b>	Luminor 1950 3 Days Titanio DLC
<b>Material</b>	Titanium with black DLC Coating
<b>Calibre</b>	Hand wound mechanical, P.3000
<b>Bracelet/Strap</b>	Brown Officine Panerai leather strap
<b>Dimensions</b>	7 mm. wide
<b>Signed</b>	Case, dial and movement signed

**Estimate**  
£7,000-10,000 \$10,100-14,400 €9,000-12,800

**Unique and exclusive engraved wristwatch  
by Panerai for Time for Design.**

Donated by Victor Hunt Designart Dealer

**365. Sylvain Willenz** b. 1978

*'Shift' side table, 2012*

Coloured glass.

36.8 x 39.6 x 26.5 cm (14½ x 15½ x 10¾ in.)

Manufactured by CIRVA (Centre International de Recherche sur le Verre et les Arts plastiques), France for Victor Hunt Designart Dealer, Brussels.

Number 10 from the edition of 10.

**Estimate**

£1,000-1,500 \$1,400-2,100 €1,300-1,900 •

**This lot is sold with no reserve**



Donated by Charles Zana

**366. Charles Zana** b. 1960

*Pair of 'Nomad' stools, 2014*

Carrara marble, brass.

Each: 43 x 48 x 39 cm (16¾ x 18¾ x 15¾ in.)

Manufactured by Les Marbreries de la Seine, Les Pavillons-sous-Bois, France.

From the edition of 6.

**Estimate**

£2,000-4,000 \$2,900-5,800 €2,600-5,100



Donated by Paola Petrobelli

**367. Paola Petrobelli** b. 1969

*'Contentore 1A', from the 'Contentitori' series, 2016*  
Freeform hand blown *malambra* and *acquamarine* glass.  
38.2 cm (15 in.) high, 19 cm (7½ in.) diameter  
Number 2 from the edition of 5. Underside incised  
with *Paola Petrobelli 2/5*.

**Estimate**

£3,000-4,000 \$4,300-5,700 €3,900-5,200 ♣







Donated by Galerie NegroPontes

**368. Hervé Langlais** b. 1964

*'Heaven and Earth' mirror*, 2014  
Charred wood, brass leaf.  
211 x 63.8 x 45 cm (83 $\frac{1}{8}$  x 25 $\frac{1}{8}$  x 17 $\frac{3}{4}$  in.)  
Designed by Hervé Langlais for Galerie  
Negropontes, Paris. Number 2 from  
the edition of 8 plus 2 artist's proofs.

**Estimate**

£5,000-7,000 \$7,200-10,100 €6,400-9,000

Donated by Lady Jill Ritblat

**369. Syann van Niftrik** b. 1947

*Dark Kin 'Tender is the Night'*, 2011  
Reticulated, forged precious metal.  
40.7 cm (16 in.) long  
Marked with maker's mark, 925,  
and silver hallmarks.

**Estimate**

£2,000-3,000 \$2,900-4,300  
€2,600-3,800



Donated by Constance Guisset Studio

**370. Constance Guisset** b. 1976

*Unique 'Nostalgia' mirror, 2016*  
Mirrored glass, plaster.  
60 x 63 cm (23 $\frac{5}{8}$  x 24 $\frac{3}{4}$  in.)  
Underside inscribed in marker *Nostalgia/*  
*Constance Guisset/1 / 1/2016/GM.*

**Estimate**

£2,000-3,000 \$2,900-4,300 €2,600-3,900 •

**This lot is sold with no reserve**

Donated by Bismut&Bismut

**371. Bismut&Bismut** est. 1987

*'W.I.' console, 2014*  
Polished ebony, polished stainless steel.  
22 x 160 x 27 cm (8 $\frac{5}{8}$  x 62 $\frac{7}{8}$  x 10 $\frac{5}{8}$  in.)  
Number 1 of 4 artist's proofs for the  
edition of 8. Together with a certificate  
of authenticity from Bismut&Bismut.

**Estimate**

£4,000-5,000 \$5,800-7,200 €5,100-6,400







Donated by Sebastian Conran

**372. Alex Moulton** 1920-2012

*Rare 'AM Jubilee' bicycle, 1987*

Painted tubular metal, chromium-plated tubular metal, aluminium, steel, copper, plastic, leather, rubber, nylon straps.

105.5 x 147 x 40.5 cm (41½ x 57¾ x 15¾ in.)

Produced by the Moulton Bicycle Company, Bradford on Avon, UK. From the production of 4

'AM Jubilee' bicycles built in 1987. Frame signed *Alex Moulton*. Head tube with plaque printed with *castle and AM/Alex/Moulton/Limited/Bicycles/Bradford on Avon/England/JUBILEE*.

Various components with manufacturer markings.

Features 1/2" tube space frame construction, adjustable Moulton Wishbone stem, Shimano elliptical crankset, Brooks saddle, and original matching touring rack and bottle cage. 'Ferrari Red' finish. Frame number 748004.

**Estimate**

£3,000-5,000 \$4,300-7,200 €3,900-6,400



Donated by Sarah Lucas and Sadie Coles HQ, London

**373. Sarah Lucas** b. 1962

*'G5' low table, 2013*

MDF, breeze blocks.

48 x 96.5 x 51 cm (18¾ x 37¾ x 20¾ in.)

Produced by Sarah Lucas and London Art Workshop. Number 5 from the open edition.

Underside stamped with signature *SARAH LUCAS* and printed with manufacturer's label *LONDON ART/WORKSHOP/DATE AUG 13/REF 95*.

**Estimate**

£4,000-6,000 \$5,700-8,600 €5,200-7,700



Donated by Arik Levy

**374. Arik Levy** b. 1963

*Unique ceiling light 'WireFlow Green Random', 2007*

Fabric-coated electric cable, aluminium, painted brass, carbon sticks, light bulbs.

204.5 x 112 x 91 cm (80½ x 44½ x 35½ in.)

Produced by Arik Levy Studio.

**Estimate**

£5,000-7,000 \$7,200-10,000 €6,400-9,000



Donated by B&B Italia Spa

**375. Gaetano Pesce** b. 1939

*Vacuum packed 'UP3' chair*, designed 1969, produced 1971  
Polyurethane foam, nylon-jersey cover, PVC packaging.  
22 cm (8 $\frac{5}{8}$  in.) high, 110 cm (43 $\frac{1}{4}$  in.) diameter  
Manufactured by C&B Italia, Novedrate, Italy.

**Estimate**

£3,000-5,000 \$4,300-7,200 €3,800-6,400



An example of an inflated UP3 chair.

Donated by Sir Terence and Lady Conran

**376. Thomas Heatherwick** b. 1970

*'Keep off the Glass' chair, 2004*

Hand-blown clear glass.

85.6 x 43.3 x 64.7 cm (33¾ x 17 x 25½ in.)

Manufactured by Salviati, Venice, Italy. Number 5 from the edition of 12. Bottom edge acid-etched with *Thomas Heatherwick per Salviati 2004 n° 5 / 12*.

**Estimate**

£3,000-5,000 \$4,300-7,200 €3,900-6,400 •

**Provenance**

Vessel Gallery, London

**This lot is sold with no reserve**







**‘Design is a way  
to understand the world’**

Deyan Sudjic, OBE





# The Flagpole Club

Your invitation to join a select club of Design Museum supporters.

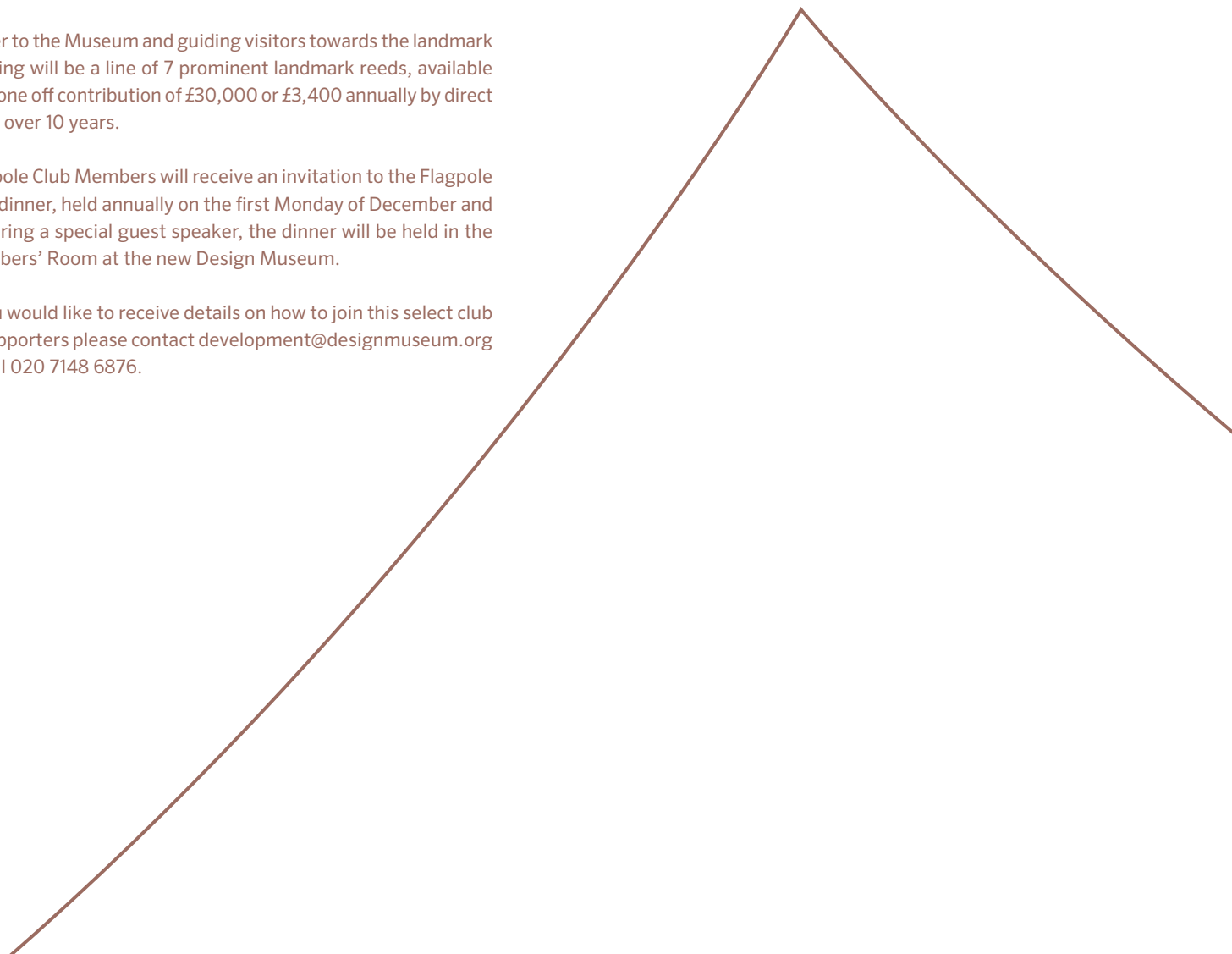
The Flagpole Club is an exclusive opportunity to help the museum to flag the best of contemporary design and architecture at its new home in Kensington. Taking its name from the flagpoles which once flew the flags of each Commonwealth nation on Kensington High Street, the Flagpole Club has a maximum membership of just thirty two people.

Heralding the arrival of the new Design Museum on Kensington High Street will be a set of 25 new reeds, which pay a striking tribute to their flagpole predecessors. Members of the Flagpole Club are invited to contribute a one off payment of £15,000 or £1,700 annually by Direct Debit over 10 years to have their name acknowledged on one of these flagpoles for a decade.

Closer to the Museum and guiding visitors towards the landmark building will be a line of 7 prominent landmark reeds, available for a one off contribution of £30,000 or £3,400 annually by direct debit over 10 years.

Flagpole Club Members will receive an invitation to the Flagpole Club dinner, held annually on the first Monday of December and featuring a special guest speaker, the dinner will be held in the Members' Room at the new Design Museum.

If you would like to receive details on how to join this select club of supporters please contact [development@designmuseum.org](mailto:development@designmuseum.org) or call 020 7148 6876.



# The Design Museum is grateful to all of those people that have worked closely with us to ensure the success of Time for Design

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# 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 £50,000, 20% of the portion of the hammer price above £50,000 up to and including £1,000,000 and 12% of the portion of the hammer price above £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.

### O ♦ 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.

### Δ 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 ♠ 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](http://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 £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.**

### Lots 304 and 340

Please note that these lots are offered as art works and not as cars. They can however be registered as cars by the successful bidders after collection. All representations and warranties, express or implied, relating to these lots as vehicles are excluded to the fullest extent permitted by law.

## 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 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.

### 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 ‡ 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 (i.e., without a VAT symbol).
- The VAT on the hammer price for property sold under the normal VAT rules (i.e., 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 ‡ 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](http://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](mailto: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 absentee bid at the lowest possible price taking into account the reserve and other bidders. 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](http://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 up to and including £50,000, 20% of the portion of the hammer price above £50,000 up to and including £1,000,000 and 12% of the portion of the hammer price above £1,000,000. Phillips reserves the right to pay from our compensation an introductory commission to one or more third parties for assisting in the sale of property offered and sold at auction.

(b) 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.

(c) 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 resale royalty on the lot, we will arrange a refund to the buyer of the amount of 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.

(d) 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 G1 3RS, Scotland  
Account of Phillips Auctioneers Ltd.  
Account No: 00440780  
Sort code: 80-54-01  
SWIFT/BIC: BOFSGB21138  
IBAN: GB36BOFS80540100440780

(e) 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 £50,000 or less. A processing fee will apply.

(f) 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](http://www.phillips.com) (the 'Privacy Policy') and available on request by emailing [dataprotection@phillips.com](mailto: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](mailto: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.

# Conditions of the Online-Only Sale

The Conditions of Online-Only Sale and Authorship Warranty set forth below govern the relationship between registered participants in the sale (“Registered Users”) and buyers (both referred to as “you” or “your”), on the one hand, and Phillips and the seller, on the other hand. You should read these Conditions of Online-Only Sale and Authorship Warranty carefully before participating in the sale.

## 1 Introduction

Each lot in the online-only section of this catalogue is offered for sale and sold subject to: (a) the Conditions of Online-Only Sale and Authorship Warranty; (b) the additional notices and terms printed in other places in the Online Catalogue and (c) supplements to the Online Catalogue or other written material posted by Phillips on its website, in each case as amended by any addendum or announcement by Phillips prior to the online-only sale.

By participating in the online-only sale, whether directly or through an agent, Registered Users agree to be bound by these Conditions of Online-Only Sale, as so changed or supplemented, and the Authorship Warranty. These Conditions of Online-Only Sale, as so changed or supplemented, and the Authorship Warranty, contain the terms on which Phillips and the seller contract with the buyer.

## 2 Phillips as Agent

Phillips (also referred to as “we,” “our” or “us”) acts as an agent for the seller, unless otherwise indicated in the Online Catalogue or at the time of the online-only sale.

## 3 Catalogue Descriptions and Condition of Property

Lots are sold subject to the Authorship Warranty, as described in the Online 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 the seller’s agent 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) Phillips will make all of the lots on offer available for inspection by prospective buyers at Phillips’s 30 Berkeley Square galleries in London W1 for a period of eight (8) days prior to the commencement of the online-only sale. Phillips accepts bids on lots on the basis that buyers (and independent experts on their behalf, to the extent appropriate given the nature and value of the lot and the buyer’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 prospective buyers 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 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 the Online 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 in 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 in the online only sale or upon resale.

## 4 The Online-Only Sale

During the timed online-only auction, you may place a single incremental bid or a maximum for any lot. You will be alerted if you are outbid by another bidder or your bid does not meet the reserve. If you are outbid on any lot, you have the option to place another bid on that lot. You must place your bid on the increments provided for each lot. You cannot advance a bid outside of the increments provided. At the end of the timed online-only auction, the highest bidder for any lot will be the winner.

Placing a maximum bid does not mean you will pay the maximum bid price. As the auction proceeds, the current bid price will increase in relationship to other competing bids. At the end of the timed online-only auction, the winning bid is the highest bid placed in relationship to competing bids which may be less or equal to your maximum bid.

If your maximum bid no longer exceeds the current bid, you will receive an outbid notification and have the option to change your maximum bid. At any time during the timed online-only auction, you may increase your maximum bid. Once you have increased your maximum bid you cannot lower the amount of your maximum bid. Phillips may, at our discretion, choose to lower the reserve during the timed online-only auction. If your bid is below the reserve or if there is a bid higher than yours, you will get a notification that you have been outbid.

## 5 Participating in the Online-Only Sale

(a) Phillips has absolute discretion to refuse admission to the timed online-only sale or participation in the sale.

(b) Prospective buyers may only participate in the online-only sale through Phillips’s online buying platform available on our website at [www.phillips.com](http://www.phillips.com) or on the Phillips iOS app available to download from the iTunes App Store.

(c) To participate in this online-only sale, you may register online or on the Phillips iOS app. If you have an existing online bidding account with Phillips, you will be asked to confirm your account details when you register for the timed online-only auction. If you do not have an existing account, you will be required to create one. In order to register, you are required to supply the information requested on our registration page, including a valid credit card and other pertinent information for verification purposes only. You can view and edit your information by clicking on ‘My Account’ online or on the Phillips app.

(d) To bid on a lot in the timed online-only auction, you must click the ‘Place Bid’ button below the estimate. For your bid to be considered, you must be registered and approved to bid. You cannot place bids before your registration has been approved. You will receive an email notification once your registration has been approved. As long as you receive a notification from Phillips confirming your registration has been approved prior to the end of the timed online-only auction, you can place bids. Once the timed online-only auction closes, you will no longer be permitted to amend, cancel or adjust your bids. Unless Phillips decides to use its discretion as set out in Paragraph 5(a) above, the highest bid on a lot from an authorized bidder when the timed online-only auction closes will be the winning bid. A contract for sale will be concluded between the successful authorized bidder and the seller at the end of the timed online-only auction. The buyer of a lot in the timed online-only auction will receive an email from Phillips confirming the winning bid in addition to the final price inclusive of buyer’s fees, taxes and applicable charges, instructions for payment and shipping options.

(e) Bidding generally opens below the low estimate advances in increments of up to 10%, subject to Phillips’s discretion.

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

(f) When placing an order or bidding online, you accept personal liability to pay the purchase price, as described more fully in Paragraph 7 (a) below, plus all other applicable charges unless it has been explicitly agreed in writing with Phillips before the commencement of the online-only sale that you are 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.

(g) By participating in the online-only sale, each Registered User represents and warrants that any bids placed or offers made 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 and other applicable law.

(h) The provision of the online platform enabling your participation in the online-only sale is a free service provided by Phillips to Registered Users. While we undertake to exercise reasonable care in providing the service, we cannot accept liability for failure to allow you to execute any offer or bid except where such failure is caused by our willful misconduct.

(i) Employees of Phillips and our affiliated companies may participate in the online-only sale so long as they do not know the reserve when submitting their bids and otherwise comply with our employee bidding procedures.

(j) Broadband or other internet capacity constraints, corporate firewalls and other technical problems beyond our reasonable control may create difficulties for some Registered Users including, by way of example, in relation to accessing sales and in maintaining continuity of such access. Errors may occur in the quality of digital images. Phillips does not accept liability for such difficulties or errors.

## 6 Conduct of the Online-Only Sale

(a) Unless otherwise indicated by the symbol • each lot in the timed online-only auction 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) Phillips has discretion at any time to refuse any order or bid, withdraw any lot, re-offer a lot for sale if we believe there may be error or dispute and take such other action as it deems reasonably appropriate. Phillips shall have no liability whatsoever for any such action taken by us. If any dispute arises after the sale, our sale record is conclusive. Phillips may accept bids made by a company affiliated with Phillips provided that the bidder does not know the reserve placed on the lot.

(c) Phillips reserves the right to restart a sale on any particular lot if Phillips considers it is appropriate and reasonable to do so.

(d) This online-only sale will be conducted in Pound Sterling and all payments are due in Pound Sterling. For the benefit of international clients, pre-sale estimates in the Online 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.

(e) If a lot is not sold during the online-only sale, then the lot will be deemed to have been “passed,” “withdrawn,” “returned to owner” or “bought-in.”

(f) Any post-online-only sale of lots shall incorporate these Conditions of Sale and Authorship Warranty as if sold in the auction.

## 7 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 up to and including £50,000, 20% of the portion of the hammer price above £50,000 up to and including £1,000,000 and 12% of the portion of the hammer price above £1,000,000. Phillips reserves the right to pay from our compensation an introductory commission to one or more third parties for assisting in the sale of property offered and sold at auction.

(b) 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.

(c) 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 resale royalty on the lot, we will arrange a refund to the buyer of the amount of 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.

(d) 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 G1 3RS, Scotland  
Account of Phillips Auctioneers Ltd.  
Account No: 00440780  
Sort code: 80-54-01  
SWIFT/BIC: BOFSGB21138  
IBAN: GB36BOFS80540100440780

(e) 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 £50,000 or less. A processing fee will apply.

(f) 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.

## 8 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.



## 9 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.

## 10 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.

## 11 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.

## 12 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.

## 13 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](http://www.phillips.com) (the 'Privacy Policy') and available on request by emailing [dataprotection@phillips.com](mailto: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](mailto: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.

#### 14 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.

#### 15 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.

#### 16 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.

#### 17 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.



## Executive Management

### Chairman & CEO

Edward Dolman

### Senior Directors

Jean-Paul Engelen  
Henry Allsopp  
Vanessa Hallett  
Sam Hines  
Alexander Payne  
Jean-Michel Placent  
Peter Sumner

### Senior Consultants

Aurel Bacs  
Livia Russo

### Senior Advisors to Chairman & CEO

Arnold Lehman  
Francesco Bonami

### Directors

Alex Heminway  
Nazgol Jahan  
Martin Klosterfelde  
Cary Leibowitz  
Paul Maudsley  
Zach Miner  
Kelly Troester

### Chairman, UK & Europe

Hugues Joffre

### Worldwide Deputy Chairman

Svetlana Marich

### Head of Business Development & Deputy Chairman

Matt Carey-Williams

### Deputy Chairman, Europe & Asia

Finn Schouenborg Dombernowsky

### Deputy Chairmen, Americas

David Georgiades  
August O. Uribe

### Chief of Staff

Lisa King

### Chief Financial Officer

Annette Schwaer

### Chief Creative & Marketing Officer

Damien Whitmore

### Chief Communications and PR Officer

Michael Sherman

### Chief Counsel

Richard Aydon

### Chief Operating Officer, Americas

Sean Cleary

### Chief Operating Officer, UK Europe & Asia

Frank Lasry

### International Business Directors

Bart van Son, 20th Century & Contemporary Art  
Myriam Christinaz, Jewelry, Watches, & Business Development

### Senior Directors, Human Resources

Jennifer Garvin  
Nicola Mason

### Strategy Projects Director

Caroline Conegliano

### Associate General Counsel

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## Worldwide Offices

### Sale Rooms

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## Sale Information: Time for Design

### Auction and Viewing Location

30 Berkeley Square, London W1J 6EX

### Auction

28 April, 7pm, lots 301-339

### Online Auction

7 April – 2 May, lots 340-376

### Viewing

22 – 28 April

Monday – Saturday 10am – 6pm

Sunday 12pm – 6pm

### Sale Designation

In sending in written bids or making enquiries please refer to the live sale as UK050316 or Time for Design and the online sale as UK050616 or Time for Design: online.

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### Auctioneer

Aurel Bacs

### Front Cover

Lot 302, Michael Craig-Martin,  
*'Timetable' desk*, 2015

### Back Cover

Lot 314, Random International,  
*'Study of Time / I' digital clock*, 2011

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Lot 308, Antony Gormley, *'Small Spall III'*, 2013 Photography by Stephen White, London © the artist

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Lot 315, NUCLEO, *'Primitive' table*, 2009, © Nucleo, courtesy ammann//gallery

Lot 318, Nendo, *'Cabbage Chair'*, 2008, © Image courtesy of Friedman Benda & Oki Sato/nendo inc.

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