# FINE CHINESE CERAMICS AND WORKS OF ART

瓷器工藝品

CHINA GUARDIAN HONG KONG DECEMBER AUCTIONS 2020 中國嘉德香港2020十二月拍賣會 December 18, 2020 | 2020年12月18日



# 重要通告

# **IMPORTANT NOTICE**

中國嘉德(香港)國際拍賣有限公司(以下稱為"本公司")舉 辦的拍賣活動均依據本圖錄中所附之買家業務規則、重要通告、 競投登記須知、財務付款須知以及可向本公司索取之賣家業務規 則進行,參加拍賣活動的競投人須仔細閱讀並予以遵守。該等業 務規則及規定可以公告或口頭通知之方式進行修改。

#### 拍賣品之狀況

競投人應於拍賣前之展覽會上審看拍賣品,並對自己的競投行為 承擔法律責任。如欲進一步了解拍賣品資料,請向業務人員諮 詢。如圖錄中未説明拍賣品之狀況,不表示該拍賣品沒有缺陷或 瑕疵(請參閱載於本圖錄之買家業務規則第五條)。

#### 受限制物料

(一)附有❷符號之拍賣品於編制圖錄當時已識別為含有受限制物 料,而有關物料可能受到進出口之限制。有關資料為方便競投人 查閱,而無附有該符號並非保證該拍賣品並無進出口之限制。由 植物或動物材料(如珊瑚、鱷魚、鯨骨、玳瑁、犀牛角及巴西玫 瑰木等)製成或含有植物或動物材料之物品,不論其年份或價 值,均可能須申領許可證或證書方可出口至香港境外,且由香港 境外國家進口時可能須申領其他許可證或證書。務請注意,能取 得出口許可證或證書並不能確保可在另一國家取得進口許可證或 證書,反之亦然。競投人應向相關政府查核有關野牛動物植物推 口之規定後再參與競投。買家須負責取得任何出口或進口許可證/ 或證書,以及任何其他所需文件(請參閱載於本圖錄之買家業務 規則第三十條)。

(二)香港法例第586章《保護瀕危動植物物種條例》已於2018年6月 8日作出相應的立法修訂,以履行2016年《瀕危野生動植物種國際貿 易公約》修訂中對黃檀屬所有種的規定。修訂列明的新物種包括黃檀 屬所有種將受許可證管制。新管制措施將於2018年11月1日生效, 該條例規定,凡進口、從公海引進、出口、再出口或管有列明物種的 標本或衍生物,均須事先申領漁農自然護理署發出的許可證。

(三)《2018年保護瀕危動植物物種(修訂)條例》已於2018年1月 30日通過,旨在加強管制進口及再出口象牙及象狩獵品。禁止進口 及再出口象狩獵品及《公約》前象牙及《公約》後象牙(古董象牙除 外)的規定已經實施。在領有許可證情況下,為商業目的而管有的 《公約》前象牙及《公約》後象牙可進行本地貿易。為了保護文物, 古董象牙(指1925年7月1日前發生《修訂條例》規定情況的象牙) 可獲豁免。但進口及再出口古董象牙需領有進出口許可證及《公約》 前證明書。自2021年12月31日起,禁止為商業目的管有任何象牙, 包括《公約》前象牙及《公約》後象牙(古董象牙除外)。

#### 電器及機械貨品

所有電器及機械貨品只按其裝飾價值出售,不應假設其可運作。 電器在作任何用途前必須經合格電器技師檢驗和批核。

#### 語言文本

本公司買家業務規則、賣家業務規則、載於圖錄或由拍賣官公佈 或於拍賣會場以通告形式提供之所有其他條款、條件、通知、表 格等文件以及本圖錄中拍賣品之描述,均以中文文本為準,英文 文本僅為參考文本。

#### 版權

本公司已盡一切合理努力查找、聯繫和確認版權擁有者。如本圖 錄內未有包含適當確認版權擁有者的資訊,本公司鼓勵版權擁有 者通知本公司。本公司亦歡迎任何信息,以澄清被展示圖文的版 權的擁有權。

本圖錄版權屬本公司所有。未經本公司書面許可,不得以任何形 式對本圖錄的任何部分進行複製或進行其他任何形式的使用。

The auction to be held by China Guardian (Hong Kong) Auctions Co., Ltd. (hereinafter referred to as the "Company") will be conducted in accordance with the Conditions of Sale, Important Notice, Important Notice about Bidding Registration, and the Important Notice about Payment contained in this Catalogue as well as the Conditions of Business for Sellers which are available from the Company, and Bidders wishing to participate in the auction must carefully read and comply therewith. Such Conditions and rules may be revised by way of an announcement or vertal notification. or verbal notification.

#### **Condition of the Auction Properties**

The Bidder should view the Auction Properties at the pre-auction exhibition, and will be legally liable for his or her bidding. For more information on the Auction Properties, please consult our business staff. The absence of a description of the condition of an Auction Property in the Catalogue does not mean that the Auction Property is free of flaws or defects (please refer to Article 5 of the Conditions of Sale contained in this Catalogue).

#### **Restricted materials**

(1) Auction Properties marked with a symbol were identified as (1) Auction Properties marked with a symbol were identified as containing restricted materials at the time of compiling the Catalogue, and the relevant materials may be subject to import and export restrictions. The relevant information is provided for the convenience of Bidders, and the absence of such a symbol on an Auction Property does not ensure that it is not subject to import and export restrictions. For items made of or containing botanical or animal materials (coral, crocodile, whale bone, tortoise shell, rhinoceros horn and Brazilian Rosewood, etc.), regardless of their year or value, may require application for permits or certificates before exportation outside Hong Kong, and application for other permits or certificates may be required when importing into countries outside Hong Kong. Please note that the securing of an export permit or certificate does not ensure that an import permit or certificate can be secured in another country, and vice import permit or certificate can be secured in another country, and vice versa. The Bidder should enquire about the regulations for the import of wild flora and fauna to the relevant government before participating in an auction. Buyers are responsible for obtaining any export or import

in an auction. Buyers are responsible for obtaining any export or import permits/certificates and any other documents required (please refer to Article 30 of the Conditions of Sale contained in this Catalogue). (2) The corresponding legislative amendments have been made to the Protection of Endangered Species of Animals and Plants Ordinance, Cap. 586 ("the Ordinance") in Hong Kong on 8 June 2018, concerning the amendments to Appendices of the Convention on International Trade in Endangered Species of Wild Fauna and Flora ("the CITES") which has been adopted in 2016. The newly scheduled species include Dalbergia Species will be subject to licensing control. The new controls will become effective on 1 November 2018. According to

controls will become effective on 1 November 2018. According to the Ordinance, unless exempted or otherwise specified, the import, introduction from sea, export, re-export or possession of endangered species or its derivatives, requires a license issued by Agriculture, Fisheries and Conservation Department.

(3) The Protection of Endangered Species of Animals and Plants (Amendment) Ordinance 2018 ("Ordinance") was enacted on 30 January 2018, which aims to enhance regulation on import and re-export of elephant ivory and elephant hunting trophies. New control measures banned the import and re-export of all elephant hunting trophies and pre-Convention ivory and post-Convention ivory items. The commercial possession of the import and re-export of all elephant hunting trophies and pre-Convention ivory and post-Convention ivory items. The commercial possession of pre-Convention ivory and post-Convention ivory items are allowed to conduct local trading, which subject to licensing control. As a measure to protect culture relics, the trade in antique ivory (ivory that occurred before 1 July 1925 with the circumstances as prescribed by the Ordinance) will continue to be allowed. Import and re-export of antique ivory require a License to Import/ Re-export and a Pre-Convention Certificate. The possession for commercial purpose of all ivory (save for aptique ivony) including pre-Convention ivory and post-Convention ivory. antique ivory) including pre-Convention ivory and post- Convention ivory will be prohibited from 31 December 2021.

#### Electrical appliances and mechanical goods

All electrical appliances and mechanical goods are sold as is, and should not be assumed to be in working order. Before use, electrical appliances must be inspected and approved by a qualified electrical technician.

#### Language

The Chinese versions of the Company's Conditions of Sale, Conditions of Business for Sellers, and all other documents such as the terms, conditions, notices, forms, etc. contained in the Catalogue, announced by the Auctioneer or provided in the auction venue, as well as of the déscriptions of the Auction Properties in this Catalogue shall prevail, and the English versions are for reference only.

#### Copyright

Every reasonable effort has been made to locate, contact and acknowledge copyright owners. If any proper acknowledgement has not been included here, copyright owners are encouraged to notify the Company. The Company also welcomes any information that clarifies the copyright ownership of any material displayed.

The copyrights in this Catalogue vest in the Company. Without the written permission of the Company, no part of this Catalogue may be reproduced or otherwise used in any manner.

# 競投登記須知

# IMPORTANT NOTICE ABOUT BIDDING REGISTRATION

- 一、閣下參與競投登記時須填寫競投人登記表格並提供有關身份 證明文件,繳納保證金,以辦理登記手續。
- 二、競投登記時須提供之文件:
  - 1、個人:政府發出附有照片的身份證明文件(如居民身份證 或護照),及現時住址證明(如身份證明文件未有顯示現 時住址),如公用事業賬單或銀行月結單。
  - 2、公司客戶:公司註冊證書以及股東證明文件。
  - 3、代理人:代理人的身份證明文件,代理人代表的競投人士/單位之身份證明文件,以及該人士/單位簽發的授權書正本。敬請注意,中國嘉德(香港)國際拍賣有限公司不接受第三方付款,此規定亦適用於代理人。如閣下代表他人參與競投,中國嘉德(香港)國際拍賣有限公司僅接受委託人之付款。
  - 4、新客戶以及未在中國嘉德國際拍賣有限公司集團投得拍賣品的客戶,須提供銀行發出之信用證明。建議首次參與競投的新客戶於拍賣會前至少24小時辦理登記,以便有充足的時間處理登記資料。
- 三、本場拍賣會保證金為港幣伍萬元,如閣下是首次參與競投,或曾在本公司拍賣會辦理過競投登記手續,但尚未成功競投者,保證金為港幣十萬元。(中國嘉德國際拍賣有限公司自2012年5月1日實施"嘉德註冊客戶計劃",此計劃同樣適用於本場拍賣會。)
- 四、所有保證金必須以電匯或信用卡/銀聯卡以港幣付款(閣下必須親自使用您名下的信用卡/銀聯卡)。

如閣下未能投得任何拍賣品,中國嘉德(香港)國際拍賣有限公司將安排在拍賣結束後十四個工作日內退回閣下已付的保證金(不包含利息)。中國嘉德(香港)國際拍賣有限公司可用保證金抵銷閣下在中國嘉德國際拍賣有限公司集團的任何欠款。任何涉及退款的兑換交易損失或費用,將由閣下承擔。

五、本公司有權要求競投人提供財務狀況證明、擔保、存款證明 及/或本公司可絕對酌情要求競投人為其有意競投的拍賣品提 供的其他抵押。本公司保留調查競投人資金來源的權利。

- I. When you register to bid, you must fill in a Bidder Registration Form, provide the relevant identity document, and pay a deposit in order to carry out the registration formalities.
- II. Documents that must be provided at the time of bidding registration:
  - (1) Individuals: identity document with photo issued by the government (such as a resident identity card or passport) and proof of current address (if the current address is not shown on the identity document), e.g. utility bill or bank statement.
  - (2) Corporate clients: a certificate of incorporation and proof of shareholding.
  - (3) Agent: identity document of the agent, identity document of the Bidder represented by the agent, and the original of the letter of authorization issued by the Bidder. Please note that China Guardian (Hong Kong) Auctions Co., Ltd. does not accept payment from third parties, and this also applies to agents. If you bid on the behalf of another, China Guardian (Hong Kong) Auctions Co., Ltd. will only accept payment from the principal.
  - (4) New clients and clients who have yet to successfully bid on an Auction Property under the auspices of the China Guardian Auctions Co., Ltd. group must provide a proof of creditworthiness issued by a bank. We would recommend that new clients who are to bid for the first time register at least 24 hours before the auction so as to allow sufficient time for processing of the registration materials.
- III. Deposit for this auction is HKD50,000. If you are our new client or you have not won the bid in the past, the deposit is HKD100,000. (China Guardian Auctions Co., Ltd. implemented the "Guardian Registered Client Programme" on May 1st, 2012. The programme is applicable to this auction.)
- IV. All deposits must be paid in HK dollars by electronic transfer or credit card/UnionPay Card (you must yourself use the credit card/UnionPay Card issued in your name).
  - If you fail to successfully bid on any Auction Property, China Guardian (Hong Kong) Auctions Co., Ltd. will arrange to refund your deposit (without interest) within 14 working days after conclusion of the auction. China Guardian (Hong Kong) Auctions Co., Ltd. may use the deposit to offset any amounts that you may have outstanding with the China Guardian Auctions Co., Ltd. group. Any losses or charges relating to conversion of the refund will be borne by you.
- V. The Company has the right to require the Bidder to provide proof of his or her financial standing, security, proof of bank deposit and/or other collateral that the Company may, at its absolute discretion, require the Bidder to provide for the Auction Property that he or she intends to bid for. The Company reserves the right to check the source of the Bidder's funds.

# 財務付款須知

# IMPORTANT NOTICE ABOUT PAYMENT

一、拍賣成交後,買家應支付落槌價、佣金以及任何買家之費用。拍賣成交日起七日內,買家應向本公司付清購買價款

#### 買家佣金比率

每件拍品落槌價適用佣金比率之級距	佣金比率
HK\$ 5,000,000或以下之部分	18%
逾HK\$ 5,000,000至HK\$ 20,000,000之部分	15%
逾HK\$ 20,000,000之部分	12%

並提取拍賣品。

- 二、自拍賣成交日起的第三十一日起,買家須為本次拍賣會未 領取的拍賣品支付儲存費,每件每月港幣800元。儲存不 足一個月者,亦須繳付整月儲存費。儲存費不包括其他額 外費用,如保險和運輸費,其他額外費用將會另行收取。
- 三、本公司接受以下幾種付款方式:

電匯 付款方式可以以電匯的方式直接轉入本公司的銀行賬戶。 港幣及美元賬戶 :

開戶名稱:中國嘉德(香港)國際拍賣有限公司 1. 開戶銀行:香港上海匯豐銀行有限公司

香港中環皇后大道中1號

銀行賬號: 652-050303-838 收款銀行代碼: HSBCHKHHHKH

2. 開戶銀行: 中國工商銀行(亞洲)有限公司

香港中環花園道3號中國工商銀行大廈

銀行賬號 (HKD): 861-520-139849 銀行賬號 (USD): 861-530-172854

收款銀行代碼: UBHKHKHH

請將匯款指示連同您的姓名及競投牌號或發票號碼一起交 予銀行。

信用卡/銀聯卡 買家如以信用卡、銀聯卡方式支付購買價款,則需按銀行規定承擔相當於付款金額一定百分比的銀行手續費,且買家本人須持卡到本公司辦理。本公司接受信用卡付款之上限為港幣1,000,000元(每一場拍賣),但須受有關條件與條款約束。

**支票** 本公司接受以香港銀行港元開出之個人支票與公司 支票及銀行本票,但請留意買家須於支票或銀行本票承兑 後方可提取拍賣品。本公司不接受旅行支票付款。

**現金** 如以現金繳付款項,則可立即提取拍賣品。惟本公司恕不接受以一筆或多次付款形式用現金支付超過港幣80,000元或同等價值外幣之款項。

- 四、所有價款應以港幣支付。如買家以港幣以外的其他貨幣支付,應按買家與本公司約定的匯價折算或按照香港匯豐銀行於買家付款日前一工作日公佈的港幣與該貨幣的匯價折算,並以本公司所發出之單據上所列之匯率為準。本公司為將買家所支付之該種外幣兑換成港幣所引致之所有銀行手續費、佣金或其他費用,均由買家承擔。
- 五、本公司將向競投人登記表格上的姓名及地址發出售出拍賣 品的賬單,且登記的姓名及地址不得轉移。
- 六、本公司不接受除買家外的任何第三方付款。此項規定亦適用於代理人。如代理人代表他人參與競投,僅接受委託人的付款。除接受買家付款外,本公司保留拒收其他來源付款的權利。

I . After a successful bid, the Buyer shall pay the Hammer Price, Buyer's Commission and any Buyer's Expenses. The Buyer shall pay the purchase price to the Company in full and collect the Auction Property within 7 days from the Sale Date.

#### **BUYER'S COMMISSION RATES**

Portion of Hammer Price Subject to Applicable Commission Rate	Applicable Commission Rate
Up to and including HK\$ 5,000,000	18%
Above HK\$ 5,000,000 up to and including HK\$ 20,000,000	15%
Above HK\$ 20,000,000	12%

- II. Where an Auction Property has not been collected, the Buyer must pay a storage Fee at the rate of HKD800 per lot per month starting from the 31st day following the Sale Date. For any period of storage of less than one month, the Storage Fee for a whole month must nevertheless be paid. The Storage Fee does not include other additional charges, such as insurance and freight, which shall be charged separately.
- III. The Company accepts the following payment methods:

**Electronic transfer:** the preferred method of payment is electronic transfer, with the payment transferred directly into the Company's bank account.

HKD and USD accounts:

Account Name: China Guardian (Hong Kong) Auctions Co., Ltd. 1. Bank: The Hongkong and Shanghai Banking Corporation Ltd.

1 Queen's Road Central Branch Hong Kong

Account No.: 652-050303-838 SWIFT CODE: HSBCHKHHHKH

2. Bank: Industrial and Commercial Bank of China (Asia) Ltd. ICBC Tower, 3 Garden Road, Central, Hong Kong

Account No. (HKD): 861-520-139849 Account No. (USD): 861-530-172854 SWIFT CODE: UBHKHKHH

Please submit the remittance instruction together with your name and paddle number or invoice number to the bank.

Credit Card/UnionPay Card: if the Buyer opts to pay the purchase price by credit card or UnionPay Card, he or she shall be required to bear the bank service charges in an amount equivalent to a certain percentage of the payment in accordance with the bank's regulations, and the Buyer must carry out the payment by presenting himself or herself in person at the Company with the card. The Company accepts payments by credit card up to a maximum of HKD1,000,000 per auction sale, subject to the relevant terms and conditions.

Cheque: the Company accepts personal and company cheques and cashier order drawn in HK dollars in Hong Kong banks, but please keep in mind that the Auction Property may be collected only after such a cheque or cashier order has been cleared. The Company does not accept payment by traveller's cheque.

**Cash:** if payment is made in cash, the Auction Property may be collected immediately. However, the Company does not accept sums exceeding HKD80,000 (or an equivalent amount in foreign currency) paid in cash either in a single or multiple installments.

- IV. All payments shall be made in Hong Kong Dollars. If the Buyer makes payment in a currency other than the Hong Kong Dollar, the conversion shall be made at the rate agreed between the Buyer and the Company or at the exchange rate between the Hong Kong Dollar and the currency in question posted by The Hongkong & Shanghai Banking Corporation Ltd. on the working day preceding the date of payment by the Buyer, and the exchange rate indicated on the document issued by the Company will prevail. All of the bank service charges, commissions and other charges incurred by the Company in converting the currency paid by the Buyer into Hong Kong dollars shall be borne by the Buyer.
- V. The Company will send an invoice for the sold Auction Property in the name and to the address indicated on the Bidder Registration Form, and the registered name and address may not be transferred.
- VI. The Company does not accept payment from any third party other than the Buyer. This provision applies to agents as well. If an agent bids on the behalf of another, we will only accept payment from the principal. In addition to accepting payment from the Buyer, the Company reserves the right to refuse payment from other sources.

# 瓷器工藝品專家團隊及拍賣查詢

# Ceramics and Works of Art Specialists and Auction Enquiries

查詢 General Enquiries: woa@cguardian.com.hk + 852 2815 2269



王晶 瓷器工藝品部 總經理

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朱洛瑶 瓷器工藝品部 業務秘書

Natalie Che
Secretary
Ceramics and Works of Art
natalieche@cguardian.com.hk

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中國嘉德香港 微信公眾平台



中國嘉德 微信公眾平台

# 瓷器工藝品

#### 預展:

2020年12月14日至16日(週一至三) | 10am - 6pm 2020年12月17日(週四) | 10am - 3pm 中國嘉德(香港)「G Art」藝術空間 香港金鐘道89號力寶中心一座五樓

#### 拍賣:

2020年12月18日(週五) | 4pm 拍賣品181-320號

# Fine Chinese Ceramics and Works of Art

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# 十全十美

光緒粉彩夔鳳紋餐具一組

A Famille Rose 'Phoenix' Dinner Service

(Lots 181-195



# Property from a Hong Kong Private Collection 香港私人收藏 Lots 181–195

# 181 TEN FAMILLE ROSE 'PHOENIX' BOWLS

# 清光緒‧粉彩夔鳳紋碗十件

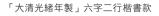
Guangxu Six-Character Marks and of the Period (1875-1908)

Each, 9.8 cm. (3 <sup>7</sup>/<sub>8</sub> in.) diam.

#### Provenance:

A Hong Kong private collection, acquired in the 1980s

HKD: 5,000-10,000 USD: 600-1,300







# 清光緒. 粉彩夔鳳紋碗十件

Guangxu Six-Character Marks and of the Period (1875-1908)

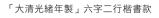
Each, 11 cm. (4 <sup>1</sup>/<sub>8</sub> in.) diam.

Provenance:

A Hong Kong private collection, acquired in the 1980s

USD: 600-1,300

HKD: 5,000-10,000







# 清光緒‧粉彩夔鳳紋碗十件

Guangxu Six-Character Marks and of the Period (1875-1908)

Each, 12.4 cm. (4 <sup>7</sup>/<sub>8</sub> in.) diam.

#### Provenance:

A Hong Kong private collection, acquired in the 1980s

HKD: 5,000-10,000 USD: 600-1,300 來源:香港私人舊藏,購於20世紀80年代

「大清光緒年製」六字二行楷書款





# 清光緒‧粉彩夔鳳紋碗十件

Guangxu Six-Character Marks and of the Period (1875-1908)

Each, 13.8 cm. (5 <sup>3</sup>/<sub>8</sub> in.) diam.

#### Provenance

A Hong Kong private collection, acquired in the 1980s

HKD: 5,000-10,000 USD: 600-1,300



「大清光緒年製」六字二行楷書款



# 清光緒‧粉彩夔鳳紋碗十件

Guangxu Six-Character Marks and of the Period (1875-1908)

Each, 16.8 cm. (6 <sup>5</sup>/<sub>8</sub> in.) diam.

Provenance:

A Hong Kong private collection, acquired in the 1980s

HKD: 5,000-10,000 USD: 600-1,300 來源:香港私人舊藏,購於20世紀80年代

「大清光緒年製」六字二行楷書款







# 清光緒. 粉彩夔鳳紋碟十件

Guangxu Six-Character Marks and of the Period (1875-1908)

Each, 7.5 cm. (3 in.) diam.

Provenance:

A Hong Kong private collection, acquired in the 1980s

HKD: 5,000-10,000 USD: 600-1,300 「大清光緒年製」六字二行楷書款





# 清光緒‧粉彩夔鳳紋碟十件

Guangxu Six-Character Marks and of the Period (1875-1908)

Coungle on Character Marks and of the Ferred (1075 1700)

Each, 8.4 cm. (3 1/4 in.) diam.

#### Provenance:

A Hong Kong private collection, acquired in the 1980s

HKD: 5,000-10,000 USD: 600-1,300 **來源:**香港私人舊藏,購於20世紀80年代

「大清光緒年製」六字二行楷書款





# 清光緒‧粉彩夔鳳紋盤十件

Guangxu Six-Character Marks and of the Period (1875-1908)

Each, 9.8 cm. (3 <sup>7</sup>/<sub>8</sub> in.) diam.

Provenance:

A Hong Kong private collection, acquired in the 1980s

HKD: 5,000-10,000 USD: 600-1,300 「大清光緒年製」六字二行楷書款





# 清光緒.粉彩夔鳳紋盤十件

Guangxu Six-Character Marks and of the Period (1875-1908)

Each, 18.5 cm. (7 <sup>1</sup>/<sub>4</sub> in.) diam.

Provenance:

A Hong Kong private collection, acquired in the 1980s

HKD: 5,000-10,000 USD: 600-1,300 「大清光緒年製」六字二行楷書款





# 清光緒‧粉彩夔鳳紋盤十件

Guangxu Six-Character Marks and of the Period (1875-1908)

Each, 14.3 cm. (5 <sup>5</sup>/<sub>8</sub> in.) diam.

Provenance:

A Hong Kong private collection, acquired in the 1980s

HKD: 5,000-10,000 USD: 600-1,300 「大清光緒年製」六字二行楷書款





# 清光緒‧粉彩夔鳳紋盤十件

Guangxu Six-Character Marks and of the Period (1875-1908)

Each, 14.3 cm. (5 <sup>5</sup>/<sub>8</sub> in.) diam.

Provenance:

A Hong Kong private collection, acquired in the 1980s

HKD: 5,000-10,000 USD: 600-1,300 「大清光緒年製」六字二行楷書款





### 192 FOUR FAMILLE ROSE 'PHOENIX' DISHES

# 清光緒‧粉彩夔鳳紋盤四件

Guangxu Six-Character Marks and of the Period (1875-1908)

Each, 25 cm. (9 <sup>3</sup>/<sub>4</sub> in.) diam.

Provenance:

A Hong Kong private collection, acquired in the 1980s

HKD: 5,000-10,000 USD: 600-1,300



「大清光緒年製」六字二行楷書款



## 193 TEN FAMILLE ROSE 'PHOENIX' CUPS

# 清光緒‧粉彩夔鳳紋杯十件

Guangxu Six-Character Marks and of the Period (1875-1908)

Each, 5.7 cm. (2 <sup>1</sup>/<sub>4</sub> in.) diam.

Provenance:

A Hong Kong private collection, acquired in the 1980s

HKD: 5,000-10,000 USD: 600-1,300 「大清光緒年製」六字二行楷書款





### 194 TEN FAMILLE ROSE 'PHOENIX' CUPS

# 清光緒‧粉彩夔鳳紋杯十件

Guangxu Six-Character Marks and of the Period (1875-1908)

Each, 6.4 cm. (2 <sup>1</sup>/<sub>2</sub> in.) diam.

Provenance:

A Hong Kong private collection, acquired in the 1980s

HKD: 5,000-10,000 USD: 600-1,300 「大清光緒年製」六字二行楷書款





### 195 TEN FAMILLE ROSE 'PHOENIX' SPOONS

# 清光緒‧粉彩夔鳳紋調羹十件

Guangxu Six-Character Marks and of the Period (1875-1908)

Each, 14 cm. (5 <sup>1</sup>/<sub>2</sub> in.) long

#### Provenance:

A Hong Kong private collection, acquired in the 1980s

HKD: 5,000-10,000 USD: 600-1,300 「大清光緒年製」六字二行楷書款



# 196 EIGHT FAMILLE ROSE 'DRAGON AND PHOENIX' BOWLS

# 清晚期‧粉彩龍鳳紋碗八件

Late Qing Dynasty

The largest, 12.6 cm. (5 in.) diam.

Provenance:

An American private collection, San Francisco

HKD: 5,000-10,000 USD: 600-1,300



「大清光緒年製」六字二行楷書款

來源:美國舊金山家族舊藏



# 197 EIGHT FAMILLE ROSE 'MILLEFLEUR' PLATES

# 清晚期 · 粉彩百花不落地盤八件

「大清乾隆年製」六字三行篆書款

來源:美國舊金山家族舊藏

### Late Qing Dynasty, Qianlong marks

Each, 20.3 cm. (8 in.) diam.

**Provenance:**An American private collection, San Francisco

HKD: 5,000-10,000 USD: 600-1,300





來源:美國舊金山家族舊藏

Late Qing Dynasty

Each, 18.6 cm. (7 <sup>3</sup>/<sub>8</sub> in.) diam.

Provenance:

An American private collection, San Francisco

HKD: 5,000-10,000 USD: 600-1,300



# 199 A LONGQUAN CELADON LOTUS BOWL

# 元·龍泉窯青釉蓮瓣碗

Yuan Dynasty (1279-1368)

16.3 cm. (6 <sup>3</sup>/<sub>8</sub> in.) diam.

Provenance: A Hong Kong private collection

HKD: 20,000-30,000 USD: 2,600-3,900

來源:香港私人舊藏



# 200 A MOULDED YAOZHOU CELADON 'CHRYSANTHEMUM' BOWL

# 北宋·耀州窯青釉模印菊紋盞

Northern Song Dynasty (AD 960-1127)

10.1 cm. (4 in.) diam.

#### Provenance:

A Hong Kong private collection

HKD: 20,000-30,000 USD: 2,600-3,900 來源:香港私人舊藏



碗心





### 201 A CARVED YAOZHOU CELADON DISH

Northern Song Dynasty (AD 960-1127)

15.6 cm. (6 <sup>1</sup>/<sub>8</sub> in.) diam.

Provenance:

A Hong Kong private collection

HKD: 20,000-30,000 USD: 2,600-3,900

# 北宋·耀州窯青釉劃花波浪紋盤

來源:香港私人舊藏

**參閱:**《耀州窯》,2018年,香港,頁144&145,號35



# 202 A CARVED YAOZHOU CELADON 'LOTUS' DISH

Northern Song Dynasty (AD 960-1127)

18.9 cm. (7 <sup>1</sup>/<sub>2</sub> in.) diam.

Provenance:

A Hong Kong private collection

HKD: 20,000-30,000 USD: 2,600-3,900

# 北宋·耀州窯青釉刻花蓮紋折沿盤

來源:香港私人舊藏

**參閱:**《耀州窯》,2018年,香港,頁146&147,號36

# 203 A CARVED DING WHITE-GLAZED 'LOTUS' BOWL

# 北宋·定窯白釉劃花蓮紋碗

Northern Song Dynasty (AD 960-1127)

21.6 cm. (8 <sup>1</sup>/<sub>2</sub> in.) diam.

Provenance:

A Hong Kong private collection

HKD: 80,000-120,000 USD: 10,300-15,500 來源:香港私人舊藏





# Property from a Hong Kong Private Collection 香港私人收藏 Lots 204-212

# 204 A GREEN AND AUBERGINE-DECORATED YELLOW-GROUND 'DRAGON' DISH

清光緒·黃地紫綠彩龍紋盤

Guangxu Six-Character Mark and of the Period (1875-1908)

13 cm. (5 <sup>1</sup>/<sub>8</sub> in.) diam.

Provenance:

A Hong Kong private collection

HKD: 10,000-15,000 USD: 1,300-1,900 「大清光緒年製」六字二行楷書款 **來源:**香港私人舊藏

緒年署



#### 205 A FAMILLE ROSE 'HUNDRED DEER' DISH

# 清光緒‧粉彩百鹿盤

Guangxu Six-Character Mark and of the Period (1875-1908)

「大清光緒年製」六字二行楷書款

17.5 cm. (6 <sup>7</sup>/<sub>8</sub> in.) diam.

來源:香港私人舊藏

#### Provenance:

A Hong Kong private collection





#### 206 A BLUE AND WHITE 'CRANE' BOWL

## 清光緒·青花雲鶴紋碗

Guangxu Six-Character Mark and of the Period (1875-1908)

「大清光緒年製」六字二行楷書款

13.4 cm. (5 <sup>1</sup>/<sub>4</sub> in.) diam.

來源:香港私人舊藏

#### Provenance:

A Hong Kong private collection





#### 207 AN IRON-RED-DECORATED 'DRAGON' CUP

## 清道光 · 礬紅龍紋杯

Daoguang Six-Character Sealmark and of the Period (1821-1852)

「大清道光年製」六字三行篆書款

5.8 cm. (2 <sup>1</sup>/<sub>4</sub> in.) diam.

來源:香港私人舊藏

#### Provenance:

A Hong Kong private collection





#### 208 A BLUE AND WHITE FLORAL PALETTE

## 清乾隆.青花花卉紋調色盤

Qianlong Six-Character Sealmark and of the Period (1736-1795)

「大清乾隆年製」六字三行篆書款

12.3 cm. (4 <sup>7</sup>/<sub>8</sub> in.) diam.

來源:香港私人舊藏

#### Provenance:

A Hong Kong private collection





#### 209 A BLUE AND WHITE CONJOINED DOUBLE-VASE

## 清道光 · 青花山水雙連瓶

Daoguang Six-Character Sealmark and of the Period (1821-1852)

「大清道光年製」六字三行篆書款

13.2 cm. (5 <sup>1</sup>/<sub>4</sub> in.) high

來源:香港私人舊藏

#### Provenance:

A Hong Kong private collection





# 210 A PAIR OF BLUE AND WHITE PHOENIX-HEAD TEAPOTS AND COVERS

# 清乾隆 · 青花鳳首提梁壺一對

Qing Dynasty, Qianlong Period (1736-1795)

Each, 15 cm. (5 <sup>7</sup>/<sub>8</sub> in.) wide

Provenance:

A Hong Kong private collection

HKD: 10,000-15,000 USD: 1,300-1,900 來源:香港私人舊藏





# 211 A PAIR OF IRON-RED-DECORATED 'DRAGON' HATSTANDS

## 清光緒 · 礬紅龍紋帽架一對

Guangxu Six-Character Marks and of the Period (1875-1908)

Each, 28.2 cm. (11 <sup>1</sup>/<sub>8</sub> in.) high

Provenance:

A Hong Kong private collection

HKD: 10,000-15,000 USD: 1,300-1,900 「大清光緒年製」六字二行楷書款

來源:香港私人舊藏







# 212 A FAMILLE ROSE 'PEACH AND DRAGON' BOX AND COVER

# 清光緒‧粉彩桃紋與龍紋蓋盒

來源:香港私人舊藏

Qing Dynasty, Guangxu period (1875-1908)

28 cm. (11 in.) diam.

#### Provenance:

A Hong Kong private collection



### 213 A BLUE AND WHITE 'DRAGON' BOWL

# 清同治 · 青花龍紋碗

Tongzhi Six-Character Mark and of the Period (1862-1874)

11.2 cm. (4 <sup>3</sup>/<sub>8</sub> in.) diam.

Provenance: A Hong Kong private collection

HKD: 20,000-30,000 USD: 2,600-3,900

「大清同治年製」六字二行楷書款

來源:香港私人收藏





# 214 A PAIR OF IRON-RED-DECORATED 'DRAGON' CUPS

# 十八世紀‧礬紅龍紋杯一對

18th Century, Chenghua marks

Each, 5.9 cm. (2 <sup>3</sup>/<sub>8</sub> in.) diam.

HKD: 70,000-90,000 USD: 9,000-11,600 「大明成化年製」六字二行楷書款









#### 215 THREE WUCAI 'DRAGON AND PHOENIX' DISHES

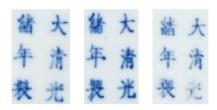
# 清光緒 · 五彩龍鳳紋盤三件

Guangxu Six-Character Marks and of the Period (1875-1908)

「大清光緒年製」六字二行楷書款

The largest, 19 cm. (7  $^{1}/_{2}$  in.) diam.

HKD: 15,000-20,000 USD: 1,900-2,600











### 216 A YAOZHOU CELADON ALMS BOWL

北宋·耀州窯青釉柳斗紋鉢

Northern Song Dynasty (AD 960-1127)

10.5 cm. (4  $^{1}/_{8}$  in.) wide

HKD: 70,000-90,000 USD: 9,000-11,600



# 217 A CARVED YAOZHOU CELADON CONICAL BOWL

北宋·耀州窯青釉刻牡丹紋盞

Northern Song Dynasty (AD 960-1127)

11.8 cm. (4 <sup>5</sup>/<sub>8</sub> in.) diam.

HKD: 30,000-50,000 USD: 3,900-6,500

# 218 A LONGQUAN CELADON LOBED BRUSH WASHER 明 . 龍泉窯青釉蔗段洗

Ming Dynasty (1368-1644)

11 cm. (4  $^3/_8$  in.) wide

HKD: 30,000-50,000 USD: 3,900-6,500



俯視圖



Northern Song Dynasty (AD 960-1127)

15.3 cm. (6 in.) wide

HKD: 30,000-50,000 USD: 3,900-6,500



# 220 A LONGQUAN CELADON CHRYSANTHEMUM BOWL

南宋·龍泉窯青釉菊瓣小盞

Southern Song Dynasty (1127-1279)

8 cm. (3  $^{1}/_{8}$  in.) wide

HKD: 50,000-70,000 USD: 6,500-9,000



## 221 A JUN PURPLE-SPLASHED BUBBLE BOWL

Jin Dynasty (1115-1234)

8.6 cm. (3 <sup>3</sup>/<sub>8</sub> in.) diam.

HKD: 50,000-70,000 USD: 6,500-9,000







### 222 A CARVED QINGBAI FLORAL WASHER

北宋·青白釉劃花花卉紋洗

Northern Song Dynasty (AD 960-1127)

15.5 cm. (6 <sup>1</sup>/<sub>8</sub> in.) diam.

HKD: 40,000-60,000 USD: 5,200-7,700



## 223 A XING WHITE-GLAZED LOBED BOWL

五代‧刑窯花口碗

Five Dynasties (AD 907-960)

16.3 cm. (6 <sup>3</sup>/<sub>8</sub> in.) diam.

HKD: 50,000-70,000 USD: 6,500-9,000 Jin Dynasty (1115-1234)

21 cm. (8 <sup>1</sup>/<sub>4</sub> in.) high

HKD: 50,000-70,000 USD: 6,500-9,000



#### 225 A PAIR OF BLUE AND WHITE 'FIGURE' CUPS

# 明萬曆 · 青花魁星點斗杯一對

Wanli Six-Character Marks and of the Period (1573-1620)

Each, 8.8 cm. (3 <sup>1</sup>/<sub>2</sub> in.) diam.

Provenance: T. T. Tsui, Hong Kong

HKD: 10,000-15,000 USD: 1,300-1,900

「大明萬曆年製」六字二行楷書款

**來源:**徐展堂舊藏,香港









俯視圖









### 226 FIVE BLUE AND WHITE 'CHRYSATHEMUM' CUPS

清早期·青花纏枝菊紋杯五件

Early Qing Dynasty, Jiajing marks

Each, 9 cm. (3 <sup>1</sup>/<sub>2</sub> in.) diam.

HKD: 40,000-60,000 USD: 5,200-7,700 「大明嘉靖年製」六字二行楷書款









### 227 A PAIR OF BLUE AND WHITE 'FIGURE' CUPS

清光緒:青花淡描人物故事圖斗笠杯一對

Qing Dynasty, Guangxu Period (1875-1908), Daoguang marks

「大清道光年製」六字二行楷書款

Each, 9.8 cm. (3  $^{7}/_{8}$  in.) diam.

HKD: 15,000-20,000 USD: 1,900-2,600



## 228 A BLUE AND WHITE 'LOTUS' JAR

明正統·青花纏枝蓮紋罐

Ming Dynasty, Zhengtong Period (1436-1449)

18.5 cm. (7 <sup>1</sup>/<sub>4</sub> in.) wide

無底價 No Reserve



## 229 A BLUE AND WHITE 'SEA CREATURES' BOWL

明崇禎‧青花海獸紋碗

Ming Dynasty, Chongzhen Period (1628-1644)

21 cm. (8 <sup>1</sup>/<sub>4</sub> in.) diam.

HKD: 20,000-30,000 USD: 2,600-3,900

#### 230 A BLUE AND WHITE 'MYTHICAL BEAST' DISH

# 明嘉靖 · 青花瑞獸紋盤

Jiajing Six-Character Mark and of the Period (1522-1566)

21.6 cm. (8 <sup>1</sup>/<sub>2</sub> in.) diam.

Provenance:

A Japanese private collection

HKD: 120,000-180,000 USD: 15,500-23,200 「大明嘉靖年製」六字二行楷書款 **來源:**日本私人收藏





# 231 A BLUE AND WHITE AND WUCAI-DECORATED 'CHILONG' DISH

# 明萬曆 · 内五彩外青花螭龍紋盤

Wanli Six-Character mark and of the Period (1573-1620)

13.2 cm. (5 <sup>1</sup>/<sub>4</sub> in.) diam.

#### Provenance:

A Japanese private collection

HKD: 10,000-15,000 USD: 1,300-1,900 「大明萬曆年製」六字二行楷書款

來源:日本私人收藏



背面



### 232 A CELADON-GLAZED VASE

清.青釉長頸瓶

Qing Dynasty (1644-1911), Yongzheng mark

18.5 cm. (7 <sup>1</sup>/<sub>4</sub> in.) high

**Provenance:**Jiu Ru Yuan collection, acquired in 1980s

無底價

No Reserve

「雍正年製」四字二行楷書款

來源:香港九如園珍藏,購於20世紀80年代





### 233 A FAMILLE ROSE 'CRANE' JARDINIERE AND STAND

Republic Period, Jiaqing marks

23.5 cm. (9 <sup>1</sup>/<sub>4</sub> in.) diam.

HKD: 10,000-15,000 USD: 1,300-1,900 「嘉慶御製」四字二行楷書款







# 234 A PAIR OF RETICULATED CORAL-GROUND FAMILLE ROSE WALL VASES

# 民國 · 珊瑚紅地開光鏤雕花卉紋壁瓶一對

Republic Period

Each, 16.5 cm. (6  $^{1}/_{2}$  in.) wide

Provenance:

Chinese Arts & Crafts (Certificate No.A8752)

HKD: 10,000-15,000 USD: 1,300-1,900 來源:中藝(香港)有限公司(附證書編號A8752)



證書





#### 235 A BLUE AND WHITE AND UNDERGLAZED-COPPER-RED 'DRAGON' VASE

清晚期‧青花釉裡紅雲龍紋瓶

Late Qing Dynasty

49.5 cm. (19 <sup>1</sup>/<sub>2</sub> in.) high

HKD: 40,000-60,000 USD: 5,200-7,700





# 玉質金相

中國古代玉器藝術珍品

A Selection of Fine Chinese Jade Carvings

(Lots 236-289



## 236 FOUR JADE ORNAMENTS

Neolithic Period, C.4th-3rd Millenium BC

The largest, 21.7 cm. (8  $^1/_2$  in.) long

Provenance:

Jiu Ru Yuan collection, acquired in the 1990s

無底價

No Reserve

# 文化期 · 玉鑿和玉斧四件







#### 237 TWO JADE CONG

文化期·玉琮兩件

Neolithic Period, C.4th-3rd Millenium BC

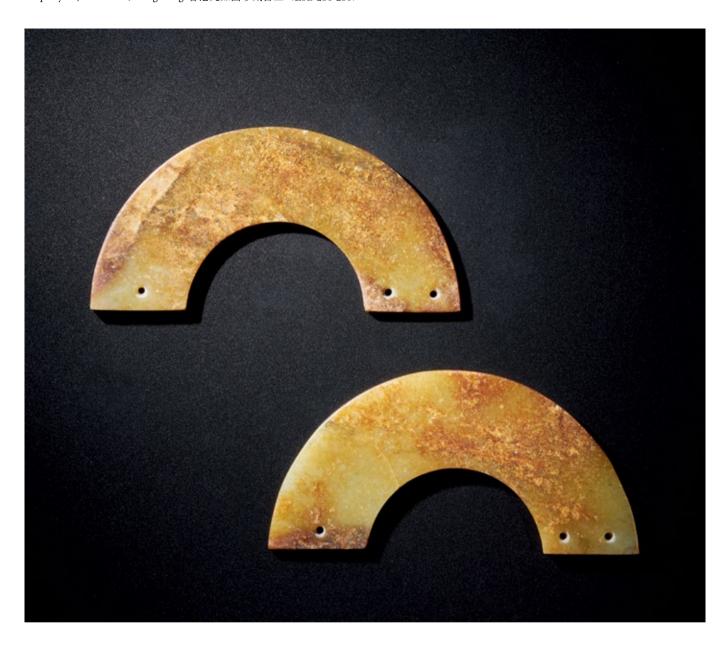
The largest, 4.7 cm. (1 <sup>7</sup>/<sub>8</sub> in.) wide

Provenance: Jiu Ru Yuan collection, acquired in the 1990s

無底價

No Reserve





#### 238 A PAIR OF JADE ARC-SHAPED PENDANTS, HUANG

# 文化期 · 玉璜一對

來源:香港九如園珍藏,購藏於20世紀80年代

Neolithic Period, C.4th-3rd Millenium BC

Each, 12.3 cm. (4  $^{7}/_{8}$  in.) wide

Provenance:

Jiu Ru Yuan collection, acquired in the 1990s

無底價

無風順 No Reserve

#### 239 A YELLOW JADE DISC, HUAN

Western Zhou Dynasty (1046-777 BC)

The largest, 7.5 cm. (3 in.) wide

Provenance:

Jiu Ru Yuan collection, acquired in the 1990s

HKD: 5,000-10,000 USD: 600-1,300

# 西周·玉雕三聯環



#### 240 THREE JADE PENDANTS, HUANG

Neolithic Period, C.4th-3rd Millenium BC

The largest, 11.1 cm. (4 <sup>3</sup>/<sub>8</sub> in.) wide

Provenance: Jiu Ru Yuan collection, acquired in the 1990s

無底價

No Reserve

# 文化期 · 玉璜三件





#### 241 A WAISTED JADE PENDANT

Western Zhou Dynasty (1046-777 BC)

5.3 cm. (2 <sup>1</sup>/<sub>8</sub> in.) high

#### Provenance:

Jiu Ru Yuan collection, acquired in the 1990s

HKD: 10,000-15,000 USD: 1,300-1,900

## 西周 · 玉雕束腰形佩



#### 242 A JADE CARVING OF A HORSE

Tang Dynasty (AD 618-907)

4 cm. (1 <sup>5</sup>/<sub>8</sub> in.) wide

#### Provenance:

Jiu Ru Yuan collection, acquired in the 1990s

HKD: 15,000-20,000 USD: 1,900-2,600

## 唐·玉馬

# 243 A YELLOW JADE CARVING OF A PIG AND A JADE CARVING OF A HORSE

明·玉馬和玉豬各一件

來源:香港九如園珍藏,購藏於20世紀80年代

Ming Dynasty (1368-1644)

The largest, 4.6 cm. (1  $^{3}/_{4}$  in.) wide

Provenance:

Jiu Ru Yuan collection, acquired in the 1990s

HKD: 10,000-15,000 USD: 1,300-1,900



#### 244 FIVE JADE CARVINGS

# 清·白玉人物和瓜果五件

來源:香港九如園珍藏,購藏於20世紀80年代

Qing Dynasty (1644-1911)

無底價

No Reserve

The largest, 5.3 cm. (2  $^{1}/_{8}$  in.) high Provenance: Jiu Ru Yuan collection, acquired in the 1990s



## 245 SIX JADE CARVINGS

# 清 · 印章四件、黄玉扳指和玉片各一件

來源:香港九如園珍藏,購藏於20世紀80年代

Qing Dynasty (1644-1911)

The largest, 6 cm. (2 <sup>3</sup>/<sub>8</sub> in.) high

Provenance: Jiu Ru Yuan collection, acquired in the 1990s

無底價

No Reserve



#### 246 SIX JADE CARVINGS OF ANIMALS

# 清·玉雕動物六件

Qing Dynasty (1644-1911)

The largest, 5.8 cm. (2  $^{1}/_{4}$  in.) high

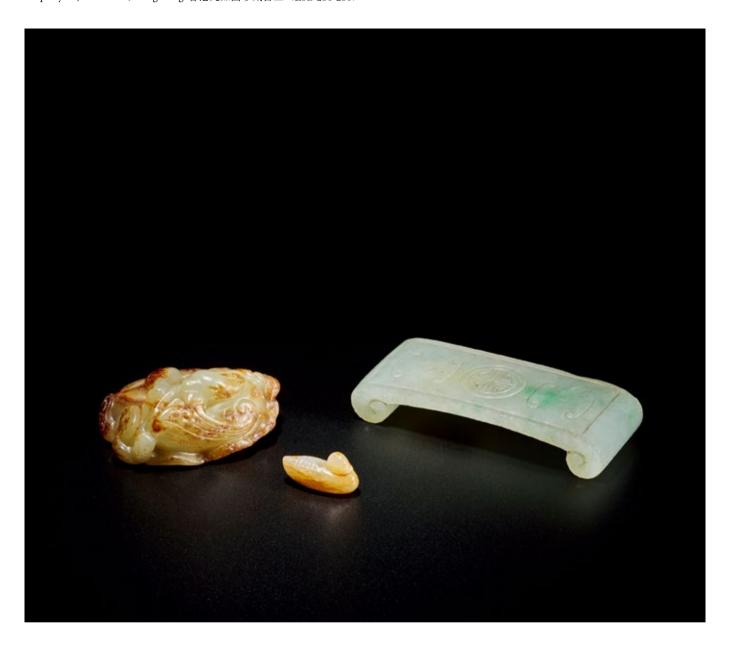
Provenance:

Jiu Ru Yuan collection, acquired in the 1990s

無底價

No Reserve





# 247 TWO JADE PENDANTS AND A JADEITE INK REST

Qing Dynasty (1644-1911)

The largest, 7.5 cm. (3 in.) wide

Provenance:

Jiu Ru Yuan collection, acquired in the 1990s

HKD: 5,000-10,000 USD: 600-1,300

# 清·青白玉帶沁荷塘清趣佩、鴛鴦和翡翠墨床 各一件

#### 248 FOUR WHITE JADE AND JADEITE FIGURES

# 清·白玉和翡翠人物四件

來源:香港九如園珍藏,購藏於20世紀80年代

Qing Dynasty (1644-1911)

The largest, 5.2 cm. (2 in.) high

Provenance: Jiu Ru Yuan collection, acquired in the 1990s

無底價

No Reserve



#### 249 THREE JADE CARVINGS

清. 玉仿古方瓶和香囊三件

來源:香港九如園珍藏,購藏於20世紀80年代

Qing Dynasty (1644-1911)

The largest, 7.8 cm. (3  $^{1}/_{8}$  in.) high

Provenance: Jiu Ru Yuan collection, acquired in the 1990s

無底價

No Reserve





#### 250 A JADE 'FIGURE IN LANDSCAPE' BOULDER

Qing Dynasty (1644-1911)

10.5 cm. (4  $^{1}/_{8}$  in.) wide

Provenance:

Jiu Ru Yuan collection, acquired in the 1990s

無底價 No Reserve

# 清 · 玉雕山水人物山子

Neolithic Period, C.4th-3rd Millenium BC

The largest, 2.9 cm. (1 ½ in.) diam.





# 252 A JADE DISC, JUE

文化期·玉玦

Neolithic Period, C.4th-3rd Millenium BC

3.5 cm. (1 <sup>3</sup>/<sub>8</sub> in.) wide



# 253 A WHITE AND RUSSET JADE CONG

文化期·白玉红沁琮

Neolithic Period, C.4th-3rd Millenium BC

 $5.9 \text{ cm.} (2 \, {}^{3}/_{8} \text{ in.}) \text{ wide}$ 

Neolithic Period, C.4th-3rd Millenium BC

The largest, 8.1 cm. (3 1/4 in.) long

HKD: 60,000-80,000 USD: 7,700-10,300





# 255 A PAIR OF JADE DISCS, JUE

西周 · 玉玦一對

Western Zhou Dynasty (1046-777 BC)

Each, 4.2 cm. (1  $^{5}/_{8}$  in.) diam.

Western Zhou Dynasty (1046-777 BC)

14 cm. (5 <sup>1</sup>/<sub>2</sub> in.) high





#### 257 A YELLOW JADE PIG DRAGON, ZHULONG

Neolithic Period, C.4th-3rd Millenium BC

5.2 cm. (2 in.) high

#### Provenance:

Yi Yuan Ge collection, acquired in the 1990s

HKD: 18,000-22,000 USD: 2,300-2,800

# 文化期·玉豬龍首



#### 258 A RUSSET JADE 'TOAD' PENDANT

Neolithic Period, C.4th-3rd Millenium BC

6.2 cm. (2  $^{1}/_{2}$  in.) high

#### Provenance:

Yi Yuan Ge collection, acquired in the 1990s Christie's London

HKD: 28,000-32,000 USD: 3,600-4,100

# 文化期·玉雕受沁蛙形飾

來源:香港藝源閣舊藏,購於20世紀90年代;

倫敦佳士得



# 259 AN ARCHAIC YELLOW AND RUSSET JADE TUBULAR BEAD

文化期 · 黃玉勒

Neolithic Period, C.4th-3rd Millenium BC

3 cm. (1 <sup>1</sup>/<sub>8</sub> in.) high

#### Provenance:

Yi Yuan Ge collection, acquired in the 1990s

HKD: 38,000-48,000 USD: 4,900-6,200



#### 260 A WHITE JADE BEAD

Warring States Period (475-221BC)

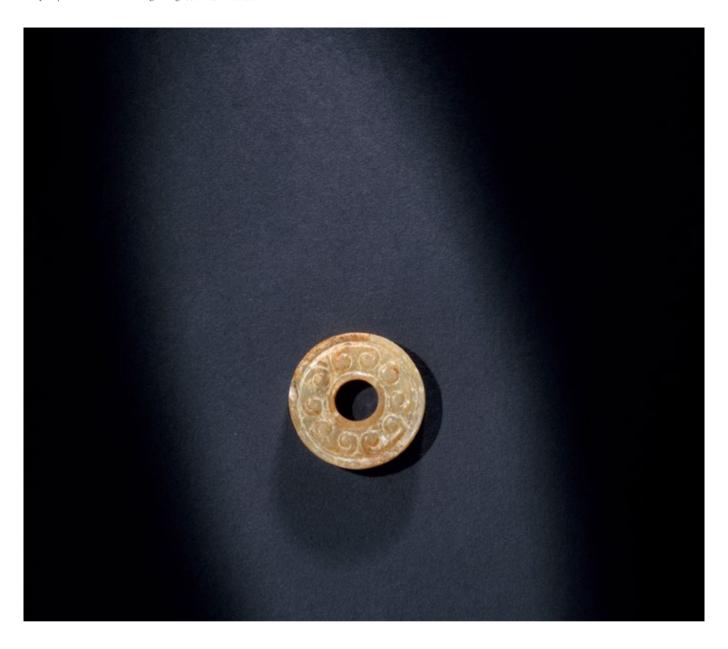
5.7 cm. (2 <sup>1</sup>/<sub>4</sub> in.) high

Provenance:

Yi Yuan Ge collection, acquired in the 1990s

HKD: 28,000-32,000 USD: 3,600-4,100

## 戰國 · 白玉谷纹勒



#### 261 A WHITE AND RUSSET JADE DISC, HUAN

Warring States Period (475-221BC)

3.1 cm. (1 <sup>1</sup>/<sub>4</sub> in.) diam.

Provenance:

Yi Yuan Ge collection, acquired in the 1990s

HKD: 20,000-30,000 USD: 2,600-3,900

# 戰國 · 玉勾連紋小環

#### 262 A WHITE AND RUSSET JADE DISC, HUAN

Eastern Zhou Dynasty (770-256 BC)

4.6 cm. (1 <sup>3</sup>/<sub>4</sub> in.) diam.

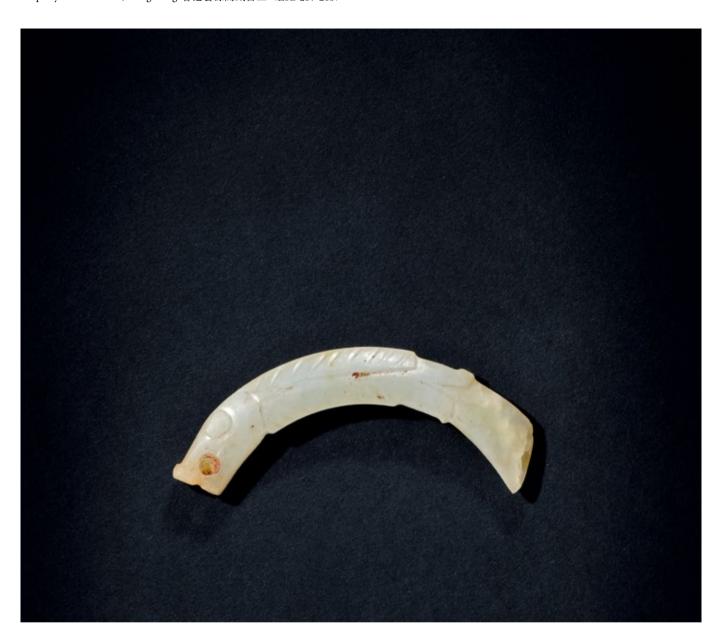
Provenance:

Yi Yuan Ge collection, acquired in the 1990s

HKD: 20,000-30,000 USD: 2,600-3,900

# 東周 · 白玉紅沁勾連谷紋環





#### 263 A WHITE JADE 'FISH' CARVING

Western Zhou Dynasty (1046-777 BC)

6.1 cm. (2  $^3/_8$  in.) wide

Provenance:

Yi Yuan Ge collection, acquired in the 1990s

HKD: 13,000-17,000 USD: 1,700-2,200

## 西周 · 玉魚

#### 264 A WHITE JADE PENDANT, HUANG

Spring and Autumn Period (771-476 BC)

8.4 cm. (3 <sup>1</sup>/<sub>4</sub> in.) wide

Provenance:

Yi Yuan Ge collection, acquired in the 1990s

HKD: 20,000-30,000 USD: 2,600-3,900

# 春秋·白玉卷雲紋璜



# 265 A CELADON AND OPAQUE BEIGE JADE CARVING OF A MYTHICAL BEAST

六朝·白玉灰皮瑞獸

Six Dynasties (AD 222-589)

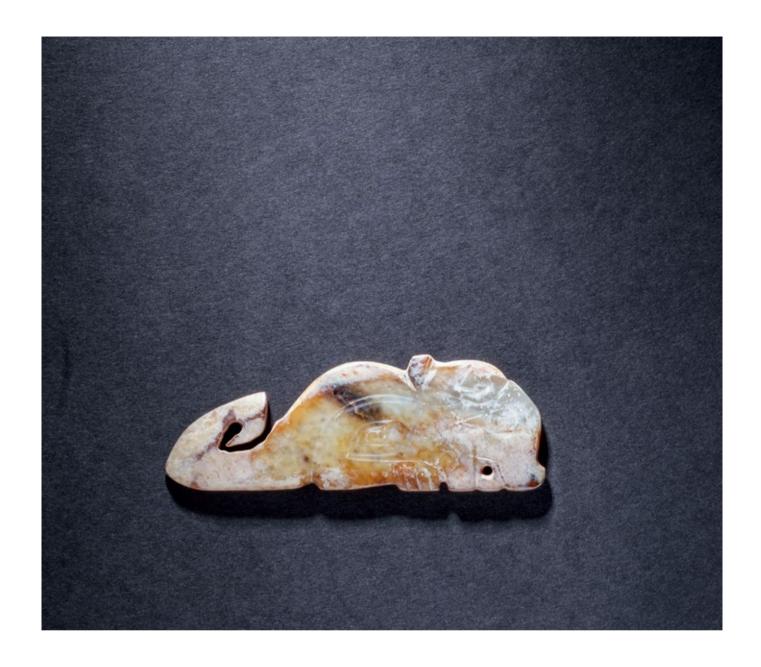
2.8 cm. (1 <sup>1</sup>/<sub>8</sub> in.) wide

Provenance:

Yi Yuan Ge collection, acquired in the 1990s

HKD: 20,000-30,000 USD: 2,600-3,900





## 266 A JADE CARVING OF A TIGER

西周 · 玉虎

Western Zhou Dynasty (1046-777 BC)

7.2 cm. (2 <sup>7</sup>/<sub>8</sub> in.) wide

HKD: 20,000-30,000 USD: 2,600-3,900 Western Zhou Dynasty (1046-777 BC)

Each, 5.9 cm. (2  $^{3}/_{8}$  in.) wide





## 268 AN INSCRIBED JADE SEAL

戰國·玉勾連紋印

Warring States Period (475-221BC)

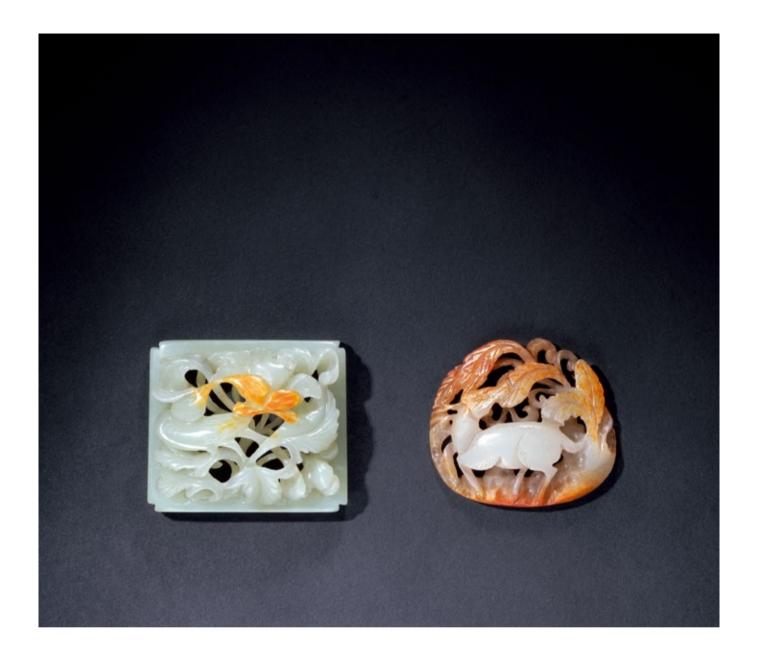
 $2.1 \text{ cm. } (^{7}/_{8} \text{ in.}) \text{ wide}$ 



Yuan Dynasty (1279-1368)

6.2 cm. (2  $^{1}/_{2}$  in.) wide





#### 270 TWO RUSSET JADE BELT PLAQUES

元 · 白玉帶沁鏤雕鹿紋和鳥紋帶飾各一件

Yuan Dynasty (1279-1368)

The largest, 4.7 cm. (1  $^{7}/_{8}$  in.) wide

HKD: 28,000-32,000 USD: 3,600-4,100



# 271 A WHITE JADE FIGURE OF A CHILD HOLDING A 宋 · 白玉童子持蓮 LOTUS

Song Dynasty (AD 960-1279)

6.2 cm. (2 <sup>1</sup>/<sub>2</sub> in.) high

Jin Dynasty (1115-1234)

8.6 cm. (3  $^3/_8$  in.) wide

HKD: 70,000-90,000 USD: 9,000-11,600



## 273 A RETICULATED BLACK AND WHITE JADE 'DRAGON' BOULDER

Yuan Dynasty (1279-1368)

5.2 cm. (2 in.) high





# 274 A BLACK AND WHITE JADE 'BOY RIDING BUFFALO' 清 · 黑白玉巧雕童子戲牛 CARVING

Qing Dynasty (1644-1911)

4.6 cm. (1 <sup>3</sup>/<sub>4</sub> in.) high

6.2 cm. (2  $^{1}/_{2}$  in.) wide

HKD: 30,000-50,000 USD: 3,900-6,500













### 276 A WHITE JADE 'LINGZHI' BRUSH REST

Qing Dynasty (1644-1911)

7.4 cm. (2  $^{7}/_{8}$  in.) wide

Provenance:

A Hong Kong private collection, acquried in 1990s

HKD: 20,000-30,000 USD: 2,600-3,900

## 清·白玉靈芝賀壽筆擱

**來源:**香港藏家舊藏,購於20世紀90年代

## 277 A CARVED CELADON JADE 'DIGNITARIES AMIDST MOUNTAIN' BOULDER

清中期 · 青白玉高士山子

**來源:**美國費城藏家舊藏

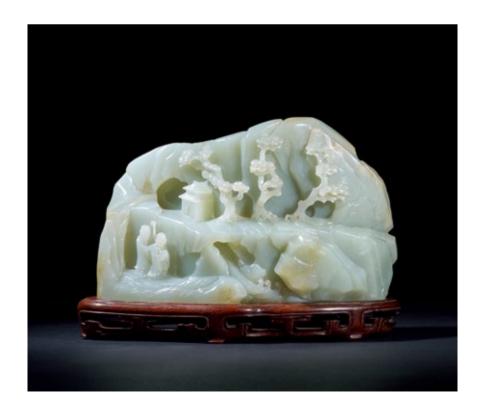
Mid Qing Dynasty

18.5 cm. (7  $^{1}/_{4}$  in.) wide

Provenance:

An American private collection, Philadelphia

HKD: 400,000-600,000 USD: 51,600-77,400







### 278 A WHITE JADE FIGURE OF A GOOSE

明·白玉彎頸鵝

Ming Dynasty (1368-1644)

6.2 cm. (2  $^{1}/_{2}$  in.) wide



#### 279 TWO JADE 'ANIMAL' CARVINGS

清·白玉羊和黃玉瑞獸各一件

Qing Dynasty (1644-1911)

The largest, 4.2 cm. (1  $^{5}/_{8}$  in.) wide



### 280 A WHITE JADE CARVING OF A PIG

清·白玉豬

Qing Dynasty (1644-1911)

5.1 cm. (2 in.) wide

HKD: 30,000-50,000 USD: 3,900-6,500

8.1 cm. (3  $^{1}/_{4}$  in.) wide

HKD: 80,000-120,000 USD: 10,300-15,500



The largest, 6 cm. (2  $^3/_8$  in.) wide

HKD: 18,000-22,000 USD: 2,300-2,800





#### 283 A RUSSET JADE 'CHILONG' PENDANT

Ming Dynasty (1368-1644)

 $3.9 \text{ cm.} (1 \, {}^{1}/_{2} \text{ in.}) \text{ high}$ 

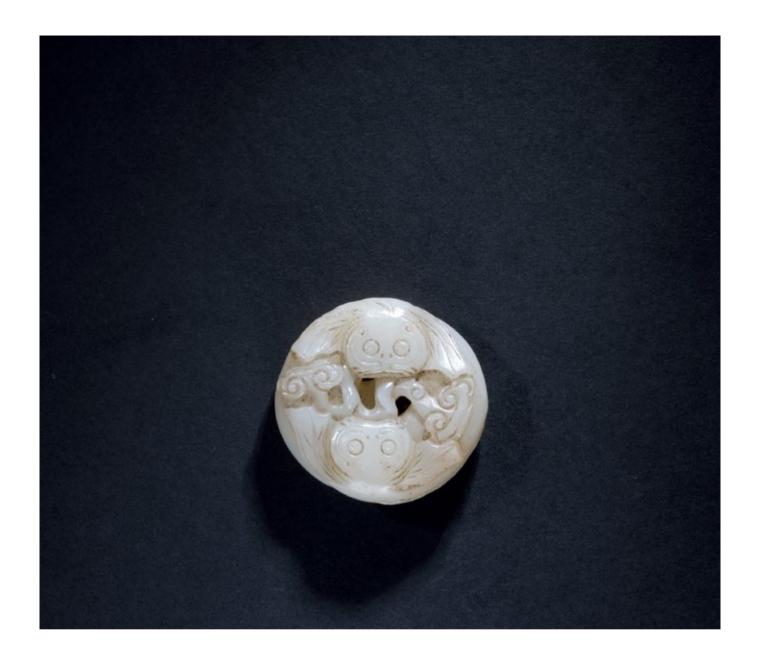
Provenance:

A Taiwanese private collection

HKD: 20,000-30,000 USD: 2,600-3,900

## 明·玉雕水銀沁螭龍鷄心佩

來源:台灣私人舊藏



### 284 A CELADON JADE PENDANT

Qing Dynasty (1644-1911)

4.6 cm. (1 <sup>3</sup>/<sub>4</sub> in.) wide

Provenance:

A Japanese private collection

無底價

No Reserve

## 清·青白玉連年有余佩

來源:日本藏家珍藏





### 285 AN INSCRIBED WHITE JADE PENDANT

清·白玉竹紋詩文子剛牌

Qing Dynasty (1644-1911)

5.2 cm. (2 in.) high

HKD: 80,000-120,000 USD: 10,300-15,500

5.2 cm. (2 in.) high



The largest, 3.7 cm. (1  $^{1}/_{2}$  in.) high

HKD: 16,000-21,000 USD: 2,100-2,700





7.8 cm. (3 <sup>1</sup>/<sub>8</sub> in.) high

HKD: 30,000-50,000 USD: 3,900-6,500



## 289 A JADEITE 'MAGNOLIA AND CRANE' FLOWER HOLDER

清·翡翠玉蘭鶴紋花插

Qing Dynasty (1644-1911)

15.5 cm. (6  $^{1}/_{8}$  in.) wide

Provenance:

An American private collection

HKD: 38,000-48,000 USD: 4,900-6,200 來源:美國藏家舊藏



## 290 A GROUP OF FOUR JADE SNUFF BOTTLES

玉鼻煙壺四件

The largest, 8.1 cm. (3  $^{1}/_{4}$  in.) high



## 291 A GROUP OF FOUR JADE SNUFF BOTTLES

## 玉鼻煙壺四件

The largest, 7.5 cm. (3 in.) high



## 292 A GROUP OF THREE JADE SNUFF BOTTLES 玉鼻煙壺三件

The largest, 7 cm. (2 <sup>3</sup>/<sub>4</sub> in.) high



#### 293 A GROUP OF SIX SNUFF BOTTLES

## 玉鼻煙壺六件

The largest, 7 cm. (2  $^{3}/_{4}$  in.) high



#### 294 A GROUP OF FOUR JADE SNUFF BOTTLES

## 玉鼻煙壺四件

The largest, 7.3 cm. (2  $^{7}/_{8}$  in.) high

HKD: 15,000-20,000 USD: 1,900-2,600



#### 295 A GROUP OF FOUR JADE SNUFF BOTTLES

## 玉鼻煙壺四件

The largest, 7.6 cm. (3 in.) high



#### 296 A GROUP OF TWO JADE SNUFF BOTTLES

## 青白玉鼻煙壺兩件

The largest, 6.2 cm. (2  $^{1}/_{2}$  in.) high



### 297 A JADE AND AN AGATE SNUFF BOTTLE

## 玉鼻煙壺和瑪瑙鼻煙壺各一件

The largest, 7 cm. (2  $^{5}/_{8}$  in.) high



## 鼻煙壺八件

#### 298 A GROUP OF EIGHT SNUFF BOTTLES

The largest, 10.5 cm. (4  $^{1}/_{8}$  in.) high

















## 鼻煙壺八件

The largest, 7.7 cm. (3 in.) high





## 鼻煙壺八件

#### 300 A GROUP OF EIGHT SNUFF BOTTLES

The largest, 7.2 cm. (2  $^{7}/_{8}$  in.) high



#### 301 A GROUP OF SEVEN SNUFF BOTTLES

## 鼻煙壺七件

The largest, 6.9 cm. (2  $^{3}/_{4}$  in.) high



## 302 A GROUP OF THREE JADEITE AND GLASS SNUFF BOTTLES

翡翠鼻煙壺兩件、料仿翡翠鼻煙壺一件

The largest, 7.5 cm. (3 in.) high



## 303 A GROUP OF TWO FAMILLE ROSE SNUFF BOTTLES 粉彩鼻煙壺兩件

The largest, 8.6 cm. (3  $^{3}/_{8}$  in.) high

HKD: 8,000-12,000 USD: 1,000-1,500



## 304 A GROUP OF TWO BLUE-OVERLAY GLASS SNUFF BOTTLES

藍套料鼻煙壺兩件

The largest, 6.8 cm. (2 <sup>5</sup>/<sub>8</sub> in.) high

HKD: 5,000-10,000 USD: 600-1,300



# 305 A GROUP OF THREE RED-OVERLAY GLASS SNUFF 紅套料鼻煙壺三件 BOTTLES

The largest, 7.4 cm. (2  $^{7}/_{8}$  in.) high

HKD: 8,000-12,000 USD: 1,000-1,500



# 306 A GROUP OF THREE OVERLAY GLASS SNUFF BOTTLES

套料鼻煙壺三件

The largest, 7.5 cm. (3 in.) high

HKD: 8,000-12,000 USD: 1,000-1,500



# 307 A GROUP OF TWO INSIDE-PAINTED SNUFF BOTTLES

# 内畫鼻煙壺兩件

The largest, 7.6 cm. (3 in.) high

HKD: 5,000-10,000 USD: 600-1,300





(another view)

# Property of Jiu Ru Yuan, Hong Kong 香港九如園珍藏 Lots 308-310

## 308 A GROUP OF TEN PORCELAIN SNUFF BOTTLES

清 · 瓷質煙壺十件

來源:香港九如園珍藏,購藏於20世紀80年代

Qing Dynasty (1644-1911)

The largest, 9 cm. (3  $^{1}/_{2}$  in.) high

Provenance:

Jiu Ru Yuan collection, acquired in the 1980s

無底價 No Reserve





## 309 A GROUP OF SIX JADE SNUFF BOTTLES

## Qing Dynasty (1644-1911)

The largest, 7.2 cm. (2  $^{7}/_{8}$  in.) high

## Provenance:

HK Auctioneers & Estate Agency Ltd. (yellow jade snuff bottle) Jiu Ru Yuan collection, acquired in the 1980s

## 無底價 No Reserve

# 清·玉雕鼻煙壺六件

來源:香港拍賣行及地產代理(黃玉煙壺) 香港九如園珍藏,購藏於20世紀80年代



## 310 A GROUP OF TEN SNUFF BOTTLES

# 清. 瑪瑙煙壺八件、水晶和五色套料煙壺各一件

來源:香港九如園珍藏,購藏於20世紀80年代

Qing Dynasty (1644-1911)

The largest, 7.5 cm. (3 in.) high

**Provenance:**Jiu Ru Yuan collection, acquired in the 1980s

無底價

No Reserve





## 311 A JADEITE INKSTONE

Qing Dynasty (1644-1911)

12.2 cm. (4 <sup>3</sup>/<sub>4</sub> in.) long

Provenance: An American private collection

HKD: 30,000-50,000 USD: 3,900-6,500

# 清‧翡翠硯

來源:美國藏家舊藏

附香港玉石鑑定中心證書





# 312 A CARVED CINNABAR LACQUER 'DIGNITARY' BOX AND COVER

清‧剔紅高士圖蓋盒

Qing Dynasty (1644-1911)

24.5 cm. (9 <sup>5</sup>/<sub>8</sub> in.) long

Provenance:

An American private collection

HKD: 28,000-32,000 USD: 3,600-4,100 來源:美國藏家舊藏



Qing Dynasty (1644-1911)

6.3 cm. (2 <sup>1</sup>/<sub>2</sub> in.) wide

無底價 No Reserve



Ming Dynasty (1368-1644)

11.5 cm. (4 <sup>1</sup>/<sub>2</sub> in.) wide

無底價 No Reserve



來源:美國藏家舊藏

Qing Dynasty (1644-1911)

25.2 cm. (9  $^{7}/_{8}$  in.) high

Provenance:

An American private collection

HKD: 13,000-17,000 USD: 1,700-2,200



Han Dynasty (206 BC - AD 220)

13.5 cm. (5 <sup>3</sup>/<sub>8</sub> in.) high

HKD: 50,000-70,000 USD: 6,500-9,000



# 317 AN ARCHAIC BRONZE TRIPOD RITUAL VESSEL, DING 戰國 · 銅鼎

Warring States Period (475-221 BC)

 $14.2 \text{ cm. } (5^{-1}/_2 \text{ in.}) \text{ wide}$ 

HKD: 10,000-15,000 USD: 1,300-1,900



## 318 A GILT-BRONZE FIGURE OF A BODHISATTVA

Liao Dynasty (AD 907-960)

16 cm. (6 <sup>1</sup>/<sub>4</sub> in.) high

Provenance:

A Malaysian private collection

HKD: 100,000-150,000 USD: 12,900-19,400

## 遼·銅鎏金菩薩

菩薩為銅質,內中空。表面鎏金,鎏金局部脱落,露出深褐色銅色。菩薩結跏趺坐于蓮台之上,蓮台呈須彌座式,上部爲雙層蓮瓣,蓮葉飽滿寬闊,中部束腰。菩薩頭戴寶冠,雙目微閉,雙耳垂肩,面容慈祥而安定。由寶冠後伸出的寶繒分列菩薩身後并沿肩臂下垂,向兩側呈飄擺裝。菩薩身著僧衣,衣領左右對稱下垂,露出頸部瓔珞及胸下之衣帶。整尊菩薩寶相莊嚴,鑄刻風格粗中見細,衣紋綫條流暢,體型小巧,方便携帶,爲信仰佛教的僧衆提供了禮拜的便利,顯示出遼代佛教及佛教藝術的發展。

**來源:**馬來西亞私人珍藏



來源:日本東京神通康夫舊藏

Ming Dynasty (1368-1644)

34.5 cm. (13 <sup>5</sup>/<sub>8</sub> in.) high

Provenance: Kunryudo, Tokyo

HKD: 50,000-70,000 USD: 6,500-9,000



# 320 AN EMBROIDERED SILK 'BIRD AND FLOWER' HANGING SCREEN

Late Qing Dynasty

125×4 cm. (49 <sup>1</sup>/<sub>4</sub>×15 <sup>3</sup>/<sub>4</sub> in.)

HKD: 5,000-10,000 USD: 600-1,300

清晚期·蘇綉花鳥挂屏



# 買家業務規則

下述條款可以在拍賣期間以公告或口頭通知的方式作出更改。在拍賣會 中競投即表示競投人同意受下述條款的約束。

#### 第一條 中國嘉德(香港)國際拍賣有限公司作為代理人

除另有約定外,中國嘉德(香港)國際拍賣有限公司作為賣家之代理人。 拍賣品之成交合約,則為賣家與買家之間的合約。本規則、賣家業務規 則、載於圖錄或由拍賣官公佈或於拍賣會場以通告形式提供之所有其他 條款、條件及通知,均構成賣家、買家及/或中國嘉德(香港)國際拍賣有 限公司作為拍賣代理之協定條款。

#### 第二條 定義及釋義

- (一) 本規則各條款內,除非文義另有不同要求,下列詞語具有以下含義:
- (1) "本公司"指中國嘉德(香港)國際拍賣有限公司;
- (2) "中國嘉德"指中國嘉德國際拍賣有限公司,"其住所地為中華人民 共和國北京市東城區王府井大街1號嘉德藝術中心辦公區三層。
- (3) "賣家" 指提供拍賣品出售之任何人士、公司、法團或單位。本規則中,除非另有說明或根據文義特殊需要,賣家均包括賣家的代理人 (不包括本公司)、遺囑執行人或遺產代理人;
- (4)"競投人"指以任何方式考慮、作出或嘗試競投之任何人士、公司、 法團或單位。本規則中,除非另有説明或根據文義特殊需要,競投 人均包括競投人的代理人(但不包本公司);
- (5) "買家"指在本公司舉辦的拍賣活動中,拍賣官所接納之最高競投價 或要約之競投人,包括以代理人身份競投之人士之委託人;
- (6) "買家佣金"指買家根據本規則所載費率按落槌價須向本公司支付之 佣金;
- (7) "拍賣品" 指賣家委託本公司進行拍賣及於拍賣會上被拍賣的物品;
- (8) "拍賣日"指在某次拍賣活動中,本公司公佈的正式開始進行拍賣交易之日;
- (9) "拍賣成交日"指在本公司舉辦的拍賣活動中,拍賣官以落槌或者以 其他公開表示買定的方式確認任何拍賣品達成交易的日期;
- (10) "拍賣官"指本公司指定主持某場拍賣並可決定落槌的人員;
- (11) "落槌價"指拍賣官落槌決定將拍賣品售予買家的價格,或若為拍 賣會後交易,則為協定出售價;
- (12) "購買價款" 指買家因購買拍賣品而應支付的包括落槌價加上買家 須支付之佣金、以及應由買家支付的税費、利息及買家負責的各 項費用的總和;
- (13) "買家負責的各項費用"指與本公司出售拍賣品相關的支出和費用,包括但不限於本公司對拍賣品購買保險、包裝、運輸、儲存、保管、買家額外要求的有關任何拍賣品之測試、調查、查詢

或鑒定之費用或向違約買家追討之開支、法律費用等;

- (14) "底價" 指賣家與本公司確定的且不公開之拍賣品之最低售價;
- (15) "估價"指在拍賣品圖錄或其他介紹說明文字之後標明的拍賣品估計售價,不包括買家須支付之佣金;
- (16)"儲存費"指買家按本規則規定應向本公司支付的儲存費用。
- (二) 在本規則條款中,根據上下文義,單數詞語亦包括複數詞語,反之 亦然。除非文義另有要求:
- (1) 買家及本公司在本規則中合稱為"雙方",而"一方"則指其中任何一方;
- (2) 凡提及法律條文的,應解釋為包括這些條文日後的任何修訂或重新立法;
- (3) 凡提及"者"或"人"的,應包括自然人、公司、法人、企業、合 夥、個體商號、政府或社會組織及由他們混合組成的組織;
- (4) 凡提及"條"或"款"的,均指本規則的條或款;
- (5) 標題僅供方便索閱,不影響本規則的解釋。

### 第三條 適用範圍

凡參加本公司組織、開展和舉辦的文物、藝術品等收藏品的拍賣活動的 競投人、買家和其他相關各方均應按照本規則執行。

## 第四條 特別提示

凡參加本公司拍賣活動的競投人和買家應仔細閱讀並遵守本規則,競投人、買家應特別仔細閱讀本規則所載之本公司之責任及限制、免責條款。競投人及/或其代理人有責任親自審看拍賣品原物,並對自己競投拍賣品的行為承擔法律責任。本公司有權自行決定因天氣或其它原因,將拍賣延期或取消,而無需向競投人作出任何賠償。

#### 第五條 競投人及本公司有關出售拍賣品之責任

- (一)本公司對各拍賣品之認知,部分依賴於賣家提供之資料,本公司無 法及不會就各拍賣品進行全面盡職檢查。競投人知悉此事,並承擔 檢查及檢驗拍賣品原物之責任,以使競投人滿意其可能感興趣之拍 賣品。
- (二)本公司出售之各拍賣品於出售前可供競投人審看。競投人及/或其 代理人參與競投,即視為競投人已在競投前全面檢驗拍賣品,並滿 意拍賣品之狀況及其描述之準確性。
- (三)競投人確認眾多拍賣品年代久遠及種類特殊,意味拍賣品並非完好無缺。所有拍賣品均以拍賣時之狀態出售(無論競投人是否出席拍賣)。狀況報告或可於審看拍賣品時提供。圖錄描述及狀況報告在若干情況下可用作拍賣品某些瑕疵之參考。然而,競投人應注意,

拍賣品可能存在其他在圖錄或狀況報告內並無明確指出之瑕疵。

- (四)提供予競投人有關任何拍賣品之資料,包括任何預測資料(無論為書面或口述)及包括任何圖錄所載之資料、規則或其他報告、評論或估值,該等資料並非事實之陳述,而是本公司所持有之意見而已,該等資料可由本公司不時全權酌情決定修改。
- (五)本公司或賣家概無就任何拍賣品是否受任何版權所限或買家是否已 購買任何拍賣品之版權發出任何聲明或保證。
- (六) 受本規則第五(一)至五(五)條所載事項所規限及本規則第六條所載特定豁免所規限,本公司是基於(1)賣家向本公司提供的資料;(2)學術及技術知識(如有);及(3)相關專家普遍接納之意見,以合理審慎態度發表(且與本規則中有關本公司作為拍賣代理的條款相符)載於圖錄的描述或狀況報告。

#### 第六條 對買家之責任豁免及限制

- (一)受本規則第五條之事項所規限及受規則第六(一)及六(四)條所規限, 本公司或賣家均無須:
- (1) 對本公司向競投人以口述或書面提供之資料之任何錯誤或遺漏負責,無論是由於疏忽或因其他原因引致;
- (2)向競投人作出任何擔保或保證,且賣家委託本公司向買家作出之明示保證以外之任何暗示保證及條款均被排除(惟法律規定不可免除之該等責任除外);
- (3) 就本公司有關拍賣或有關出售任何拍賣品之任何事宜之行動或遺漏 (無論是由於疏忽或其他原因引致),向任何競投人負責。
- (二)除非本公司擁有出售之拍賣品,否則無須就賣家違反本規則而負責。
- (三) 在不影響規則第六(一)條之情況下,競投人向本公司或賣家提出之 任何索賠以該拍賣品之落槌價連同買家佣金為限。本公司或賣家在 任何情況下均無須承擔買家任何相應產牛的間接損失。
- (四)本規則第六條概無免除或限制本公司有關本公司或賣家作出之任何 具欺詐成份之失實聲明,或有關本公司或賣家之疏忽行為或遺漏而 導致之人身傷亡之責任。

#### 第七條 拍賣品圖錄及其他説明

本公司在關於拍賣品之圖錄或在拍賣品狀況報告內之所有陳述,或另行之 口頭或書面陳述,均只屬意見之表述,而不應依據為事實之陳述。此陳述 並不構成本公司任何形式之任何陳述、保證或責任承擔。圖錄或拍賣品狀 況報告中所提及之有關瑕疵及修復,只作為指引,而應由競投人或具備有 關知識之代表親自審看。未有提述本條前述資料,亦不表示拍賣品全無瑕 疵或未經修復;而如已提述特定瑕疵,亦不表示並無其他瑕疵。

因印刷或攝影等技術原因造成拍賣品在圖錄及/或其他任何形式的圖示、影像製品和宣傳品中的色調、顏色、層次、形態等與原物存在誤差者,以原物為準。

本公司及其工作人員或其代理人對拍賣品任何說明中引述之出版著錄僅 供競投人參考。本公司不提供著錄書刊等資料之原件或複印件,並保留 修訂引述説明的權利。

## 第八條 底價及估價

凡本公司拍賣品未標明或未説明無底價的,均設有底價。底價一般不高於本公司於拍賣前公佈或刊發的拍賣前低估價。如拍賣品未設底價,除

非已有競投,否則拍賣官有權自行決定起拍價,但不得高於拍賣品的拍賣前低估價。

在任何情況下,本公司不對拍賣品在本公司舉辦的拍賣會中未達底價不 成交而承擔任何責任。若拍賣品競投價格低於底價,拍賣官有權自行決 定以低於底價的價格出售拍賣品。但在此種情況下,本公司向賣家支付 之款項為按底價出售拍賣品時賣家應可收取之數額。

估價在拍賣日前較早時間估定,並非確定之售價,不具有法律約束力。 任何估價不能作為拍賣品落槌價之預測,且本公司有權不時修訂已作出 之估價。

#### 第九條 拍賣會上競投出價

競投人可以透過以下方式競投出價:

- (一)競投人親自出席拍賣會,並按照本規則第十至第十二條的規定進行 登記及在領取牌號前交納保證金;或
- (二) 受本規則第十五條之約束,競投人可採用書面形式委託本公司代為 競投;或
- (三) 競投人可選擇本公司認可的同步代拍服務參與競投。

#### 第十條 競投人登記

競投人為個人的,應在拍賣日前憑政府發出附有照片的身份證明文件(如居民身份證或護照)填寫並簽署登記文件,並提供現時住址證明(如公用事業賬單或銀行月結單);競投人為公司或者其他組織的,應在拍賣日前憑有效的註冊登記文件、股東證明文件以及合法的授權委託證明文件填寫並簽署登記文件,領取競投號牌。本公司可能要求競投人出示用作付款的銀行資料或其他財政狀況證明。

#### 第十一條 競投號牌

本公司可根據不同拍賣條件及拍賣方式等任何情況,在拍賣日前公佈辦 理競投號牌的條件和程序,包括但不限於制定競投人辦理競投號牌的資 核條件。

本公司鄭重提示,競投號牌是競投人參與現場競價的唯一憑證。競投人 應妥善保管,不得將競投號牌出借他人使用。一旦丢失,應立即以本公 司認可的書面方式辦理掛失手續。

無論是否接受競投人的委託,凡持競投號牌者在拍賣活動中所實施的競投行為均視為競投號牌登記人本人所為,競投人應當對其行為承擔法律責任,除非競投號牌登記人本人已以本公司認可的書面方式,在本公司辦理了該競投號牌的掛失手續,並由拍賣官現場宣佈該競投號牌作廢。

#### 第十二條 競投保證金

競投人參加本公司拍賣活動,應在領取競投號牌前交納競投保證金。競投保證金的數額由本公司在拍賣日前公佈,且本公司有權減免競投保證金。若競投人未能購得拍賣品且對本公司、本公司的分部、附屬公司、子公司、母公司、中國嘉德、中國嘉德的分部、附屬公司、子公司、母公司無任何欠款,則該保證金在拍賣結束後十四個工作日內全額無息返還競投人;若競投人成為買家的,則該保證金自動轉變為支付拍賣品購買價款的定金。

## 第十三條 本公司之選擇權

本公司有權酌情拒絕任何人參加本公司舉辦的拍賣活動或進入拍賣現

場,或在拍賣會現場進行拍照、錄音、攝像等活動。

#### 第十四條 以當事人身份競投

除非某競投人在拍賣日前向本公司出具書面證明並經本公司書面認可,表明其身份是某競投人的代理人,否則每名競投人均被視為競投人本人。

#### 第十五條 委託競投

競投人應親自出席拍賣會。如不能親身出席或由代理人出席,可採用書 面形式委託本公司代為競投。本公司有權決定是否接受上述委託。

委託本公司競投之競投人應在規定時間內(不遲於拍賣日前二十四小時)辦理委託手續,向本公司出具填妥的本公司委託競投表格,並應根據本規則規定同時交納競投保證金。

委託本公司競投之競投人如需取消委託競投,應不遲於拍賣日前二十四小時書面通知本公司。

#### 第十六條 委託競投的競投結果

競投人委託本公司代為競投的,競投結果及相關法律責任由競投人承擔。 競投人如在委託競投表格中表示以電話等即時通訊方式競投,則應準確 填寫即時通訊方式(如號碼)並妥善保管該即時通訊工具,在本公司受託 競投期間,競投人應親自使用該即時通訊工具,一旦丢失或無法控制該 即時通訊工具,應立即以本公司認可的書面方式變更委託競投表格中填 寫的即時通訊方式。

在本公司受託競投期間,會盡適當努力聯絡競投人,而該即時通訊工具 所傳達之競投信息(無論是否競投人本人或競投人的代理人傳達),均視 為競投人本人所為,競投人應當對其行為承擔法律責任,除非競投人本 人已以本公司認可的書面方式變更了委託競投表格中填寫的即時通訊方 式。但在任何情況下,如未能聯絡,或在使用該即時通訊工具的競投中 有任何錯誤、中斷或遺漏,本公司均不負任何責任。

#### 第十七條 委託競投之免責

鑒於委託競投是本公司為競投人提供的代為傳遞競投信息的免費服務, 本公司及其工作人員對競投未成功或代理競投過程中出現的任何錯誤、 遺漏、疏忽、過失或無法代為競投等不承擔任何責任。

## 第十八條 委託在先原則

若兩個或兩個以上委託本公司競投之競投人以相同委託價對同一拍賣品出價且最終拍賣品以該價格落槌成交,則最先將委託競投表格送達本公司者為該拍賣品的買家。

#### 第十九條 拍賣官之決定權

拍賣官對下列事項具有絕對決定權:

- (一) 拒絕或接受任何競投;
- (二) 以其決定之方式進行拍賣;
- (三) 將任何拍賣品撤回或分開拍賣,將任何兩件或多件拍賣品合併拍賣;
- (四)如遇有出錯或爭議時,不論在拍賣之時或拍賣之後,有權決定成功 競投者、是否繼續拍賣、取消拍賣或將有爭議的拍賣品重新拍賣;
- (五)拍賣官可以在其認為合適的水平及競價階梯下開始及進行競投,並 有權代表賣家以競投或連續競投方式或以回應其他競投人的競投價 而競投的方式,代賣家競投到底價的金額;

(六) 採取其合理認為適當之其他行動。

#### 第二十條 不設底價

就不設底價的拍賣品,除非已有競投,否則拍賣官有權自行酌情決定開價。若在此價格下並無競投,拍賣官會自行酌情將價格下降繼續拍賣, 百至有競投人開始競投,然後再由該競投價向上繼續拍賣。

#### 第二十一條 影像顯示板及貨幣兑換顯示板

本公司為方便競投人,可能於拍賣中使用影像投射或其他形式的顯示板,所示內容僅供參考。無論影像投射或其他形式的顯示板所示之數額、拍賣品編號、拍賣品圖片或參考外匯金額等信息均有可能出現誤差,本公司對因此誤差而導致的任何損失不承擔任何責任。

#### 第二十二條 拍賣成交

最高競投價經拍賣官落槌或者以其他公開表示買定的方式確認時,該競投人競投成功,即表明該競投人成為拍賣品的買家,亦表明賣家與買家之間具法律約束力的拍賣合約之訂立。

#### 第二十三條 佣金及費用

競投人競投成功後,即成為該拍賣品的買家。買家應支付本公司佣金,其計算方式如下:每件拍賣品的落槌價中,在港元5,000,000或以下之部分,該部分金額的佣金以18%計算;超過港元5,000,000至港元20,000,000之部份,該部分金額的佣金以15%計算;超過港元20,000,000之部份,該部分金額的佣金以12%計算。買家同時應支付給本公司其他買家負責的各項費用,且認可本公司可根據本公司賣家業務規則的規定,向賣家收取佣金及其他賣家負責的各項費用。

## 第二十四條 税項

買家向本公司支付的所有款項均應是淨額的,不得包括任何貨物稅、服 務稅、關稅或者其他增值稅(不論是由香港或其他地區所徵收)。如有任 何適用於買家的稅費,買家應根據現行相關法律規定自行負擔。

#### 第二十五條 付款時間

拍賣成交後,除非另有書面約定,否則不論拍賣品之出口、進口或其他 許可證(不論是否就時間)之任何規定,買家應自拍賣成交日起七日內, 向本公司付清購買價款並提取拍賣品。若涉及包裝及搬運費用、運輸及 保險費用、出境費等,買家需一併支付。

#### 第二十六條 支付幣種

所有價款應以港幣支付。如買家以港幣以外的其他貨幣支付,應按買家與 本公司約定的匯價折算或按照香港匯豐銀行於買家付款日前一個工作日公 佈的港幣與該幣種的匯價折算。本公司為將買家所支付之該種外幣兑換成 港幣所引致之所有銀行手續費、佣金或其他費用,均由買家承擔。

### 第二十七條 所有權的轉移

即使本公司未將拍賣品交付給買家,買家已取得拍賣品之所有權,但在買家付清購買價款及所有買家欠付本公司、本公司的分部、附屬公司、子公司、母公司、中國嘉德、中國嘉德的分部、附屬公司、子公司、母公司的所有款項之前,本公司及/或賣方可以對拍賣品行使管有權及/或

留置權或法律容許的其它救濟。

#### 第二十八條 風險轉移

競投成功後,拍賣品的風險於下列任何一種情形發生後(以較早發生日期 為準)即由買家自行承擔:

- (一) 買家提取所購拍賣品;或
- (二) 買家向本公司支付有關拍賣品的全部購買價款;或
- (三)拍賣成交日起七日屆滿。

#### 第二十九條 提取拍賣品

買家須在拍賣成交日起七日內,前往本公司地址或本公司指定之其他地點提取所購買的拍賣品。買家須自行負責於風險轉移至買家後為所購拍賣品購買保險。若買家未能在拍賣成交日起七日內提取拍賣品,則逾期後對該拍賣品的相關保管、搬運、保險等費用均由買家承擔,且買家應對其所購拍賣品承擔全部責任。逾期後,即使該拍賣品仍由本公司或其他代理人代為保管,本公司及其工作人員或其代理人對任何原因所致的該拍賣品的毀損、滅失,不承擔任何責任。

#### 第三十條 包裝及付運

本公司工作人員根據買家要求代為包裝及處理購買的拍賣品,僅視為本公司對買家提供的服務,本公司可酌情決定是否提供此項服務,若因此發生任何損失均由買家自行承擔。在任何情況下,本公司對因任何原因造成的玻璃或框架、囊匣、底墊、支架、裝裱、插冊、軸頭或類似附屬物的損壞不承擔責任。此外,對於本公司向買家推薦的包裝公司及裝運公司所造成的一切錯誤、潰漏、損壞或減失,本公司亦不承擔責任。

### 第三十一條 進出口及許可證

買家須自行負責取得任何有關拍賣品進出口、瀕臨絕種生物或其他方面 之許可證。未獲得任何所需之許可證或延誤取得該類許可證,不可被視 為買家取消購買或延遲支付購買價款之理由。本公司不承擔因不能填妥 或呈交所需出口或進口貨單、清單或文件所產生之任何責任。

如買家要求本公司代其申請出口許可證,本公司則有權就此服務另行收取服務費用。然而,本公司不保證出口許可證將獲發放。本公司及賣家概無就任何拍賣品是否受進出口限制或任何禁運作出聲明或保證。

#### 第三十二條 未付款之補救方法及強制履行

若買家未按照本規則規定或未按照與本公司協定之任何付款安排足額付款,本公司有權採取以下之一種或多種措施:

- (一)在拍賣成交日起七日內,如買家未向本公司付清全部購買價款,本公司有權委託第三方機構代為向買家催要欠付的全部或部分購買價款;
- (二)在拍賣成交日起七日內,如買家仍未足額支付購買價款,本公司有權 自拍賣成交日後第八日起就買家未付款部分按照日息萬分之三收取利 息,直至買家付清全部款項之日止,買家與本公司另有協議者除外;
- (三) 在本公司或其他地方投保、移走及儲存拍賣品,風險及費用均由買家承擔;
- (四) 對買家提起訴訟,要求賠償本公司因買家遲付或拒付款項造成的利息損失;
- (五) 留置同一買家在本公司投得的該件或任何其他拍賣品,以及因任何 原因由本公司佔有該買家的任何其他財產或財產權利,留置期間發

生的一切費用及/或風險均由買家承擔。若買家未能在本公司指定時間內履行其全部相關義務,則本公司有權在向買家發出行使留置權通知且買家在該通知發出後三十日內仍未償清所有欠付款項的情況下,處分留置物。處分留置物所得不足抵償買家應付本公司全部款項的,本公司有權另行追索;

- (六)在拍賣成交日起九十日內,如買家仍未向本公司付清全部購買價款的,本公司有絕對酌情決定權撤銷(但無義務)或同意賣方撤銷交易,並保留追索因撤銷該筆交易致使本公司所蒙受全部損失的權利;
- (七) 將本公司、本公司的分部、附屬公司、子公司、母公司、中國嘉 德、中國嘉德的分部、附屬公司、子公司、母公司在任何其他交易 中欠付買家之款項抵銷買家欠付本公司關於拍賣品之任何款項;
- (八)本公司可自行決定將買家支付的任何款項用於清償買家欠付本公司、本公司的分部、附屬公司、子公司、母公司、中國嘉德、中國嘉德的分部、附屬公司、子公司、母公司關於拍賣品或其他交易之任何款項:
- (九) 拒絕買家或其代理人將來作出的競投,或在接受其競投前收取競投 保證金。

本公司知悉就拍賣品之買賣而言,是獨特和無可替代的,不論是賣方或 買方違約,一方向另一方支付損害賠償,均不是對守約方足夠的救濟。 因此,本公司、賣方和買方均同意,任何一方違約的,守約方可以向法 院申請強制履行的命令,要求違約方繼續履行其在本規則或其它相關文 件項下的義務。

#### 第三十三條 延期提取拍賣品之補救方法

若買家未能在拍賣成交日起七日內提取其購得的拍賣品,則本公司有權 採取以下之一種或多種措施:

- (一)將該拍賣品投保及/或儲存在本公司或其他地方,由此發生的一切費用(包括但不限於自拍賣成交日起的第三十一日起按競投人登記表格的規定計收儲存費等)及/或風險均由買家承擔。在買家如數支付全部購買價款後,方可提取拍賣品(包裝及搬運費用、運輸及保險費用、出境費等自行負擔);
- (二)買家應對其超過本規則規定期限未能提取相關拍賣品而在該期限屆 滿後所發生之一切風險及費用自行承擔責任。

## 第三十四條 有限保證

(一) 本公司對買家提供之一般保證:

如本公司所出售之拍賣品其後被發現為膺品,根據本規則之條款, 本公司將取消該交易,並將買家就該拍賣品支付予本公司之落槌價 連同買家佣金,以原交易之貨幣退還予買家。

就此而言,根據本公司合理之意見,膺品指仿製品,故意隱瞞或欺騙作品出處、原產地、產出年數、年期、文化或來源等各方面,而上述各項之正確描述並無收錄於目錄內容(考慮任何專有詞彙)。拍賣品之任何損毀及/或任何類型之復原品及/或修改品(包括重新塗漆或在其上塗漆),不應視為膺品。

謹請注意,如發生以下任何一種情況,本保證將不適用:

目錄內容乃根據學者及專家於銷售日期獲普遍接納之意見,或該目 錄內容顯示該等意見存在衝突;或

於銷售日期,證明該拍賣品乃膺品之唯一方法,並非當時普遍可用或認可或價格極高或用途不切實際;或可能已對拍賣品造成損壞或

可能(根據本公司合理之意見)已令拍賣品喪失價值之方法;或 如根據拍賣品之描述,該拍賣品並無喪失任何重大價值。

- (二)本保證所規定之期限為相關拍賣日後五年內,純粹提供給買家之獨享利益,且不可轉移至任何第三方。為能依據本保證申索,買家必須:在收到任何導致買家質疑拍賣品之真偽或屬性之資料後三個月內以書面通知本公司,註明拍賣品編號、購買該拍賣品之日期及被認為是應品之理由;
  - 將狀況與銷售予買家當日相同,並能轉移其妥善所有權且自銷售日 期後並無出現任何第三方申索之拍賣品退還予本公司。
- (三)有關現代及當代藝術、中國油畫以及中國書畫,雖然目前學術界不容許對此類別作出確實之説明,但本公司保留酌情權按本保證但以拍賣日後一年內為限取消證實為膺品之現代及當代藝術、中國油畫以及中國書畫拍賣品之交易;已付之款項按本條規定退還予買家,但買家必須在拍賣日起一年內向本公司提供證據(按本條第(二)、(四)款規定的方式),證實該拍賣品為膺品;
- (四)本公司可酌情決定豁免上述任何規定。本公司有權要求買家索取兩名為本公司及買家雙方接納之獨立及行內認可專家之報告,費用由買家承擔。本公司無須受買家出示之任何報告所規限,並保留權利尋求額外之專家意見,費用由本公司自行承擔。

#### 第三十五條 資料獲取、錄影

就經營本公司的拍賣業務方面,本公司可能對任何拍賣過程進行錄音、錄影及記錄,亦需要向競投人搜集個人資料或向第三方索取有關競投人的資料(例如向銀行索取信用審核)。這些資料會由本公司處理並且保密,唯有關資料有可能根據本規則的目的或其它合法目的,提供給本公司、本公司的分部、附屬公司、子公司、母公司、中國嘉德、中國嘉德的分部、附屬公司、子公司、母公司,以協助本公司為競投人提供完善的服務、進行客戶分析,或以便提供符合競投人要求的服務。在本規則項下的交易完成後(如適用),本公司可在法律容許的合理時間內,保存及使用已收集的個人資料。如競投人或買家欲查閱及/或更正存於本公司的個人資料,可書面致函本公司(連同合理的行政費)提出有關要求。為了競投人的權益,本公司亦可能需要向第三方服務供應商(例如船運公司或存倉公司)提供競投人的部份個人資料。競投人參與本公司的拍賣,即表示競投人同意上文所述。如競投人欲獲取或更改個人資料,請與客戶服務部聯絡。

#### 第三十六條 版權

賣家授權本公司對其委託本公司拍賣的任何拍賣品製作照片、圖示、圖錄或其他形式的影像製品和宣傳品,本公司享有上述照片、圖示、圖錄或其他形式的影像製品和宣傳品的版權,有權對其依法加以無償使用。未經本公司事先書面同意,買家及任何人不得使用。本公司及賣家均並未作出拍賣品是否受版權所限或買家是否取得拍賣品之任何版權的陳述及保證。

## 第三十七條 通知

競投人及買家均應將其固定有效的通訊地址和聯絡方式以競投登記文件或 其他本公司認可的方式告知本公司,若有改變,應立即書面告知本公司。 本規則中所提及之通知,僅指以信函、電子郵件、傳真或透過本公司 APP用戶端("APP用戶端")形式發出的書面通知。該等通知在下列時間

#### 視為送達:

- (一) 如是專人送達的,當送到有關方之地址時;
- (二) 如是以郵寄方式發出的,則為郵寄日之後第十天;
- (三) 如是以傳真方式發出的,當發送傳真機確認發出時;
- (四) 如果是以電子郵件形式發出的,當在電子郵件記錄上確認發出之時。
- (五) 如本公司透過APP用戶端方式發出的,則發送當日為競投人及買家 收到該通知日期。

#### 第三十八條 可分割性

如本規則之任何條款或部分因任何理由被認定為無效、不合法或不可執 行,本規則其他條款或部分仍然有效,相關各方應當遵守、執行。

#### 第三十九條 法律及管轄權

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#### 第四十條 語言文本

本規則以中文為標準文本,英文文本為參考文本。
英文文本如與中文文本有任何不一致之處,以中文文本為準。

#### 第四十一條 規則版權所有

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#### 第四十二條 適用時期

本規則只適用於本次拍賣,本公司可不時更新本規則,競投人和買家參與另一次拍賣的時候應以當時適用的買家業務規則為準。

#### 第四十三條 解釋權

日常執行本規則時,本規則的解釋權由本公司行使。如買家、賣家與本公司發生法律爭議,在解決該爭議時,本規則的解釋權由具管轄權的法院行使。

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本公司地址:香港金鐘道89號力寶中心一座五樓

# CONDITIONS OF BUSINESS FOR BUYERS

The following provisions may be amended by public notice or verbal notification during the auction. By bidding at the auction, the Bidder agrees to be bound by the following provisions.

#### Article 1 China Guardian (Hong Kong) Auctions Co., Ltd. as the Auction Agent

Unless otherwise provided, China Guardian (Hong Kong) Auctions Co., Ltd. shall serve as the Seller's agent. The contract for the sale of the Auction Property shall be the contract between the Seller and the Buyer. These Conditions, the Conditions of Business for Sellers, and all other terms, conditions and notices contained in the catalogue, announced by the Auctioneer or provided in the auction venue in the form of an announcement shall constitute the terms agreed among the Seller, the Buyer and/or China Guardian (Hong Kong) Auctions Co., Ltd. as the auction agent.

## Article 2 Definitions and Explanations

- 1. The following terms herein shall have the meanings assigned to them below:
- (1) "Company" means China Guardian (Hong Kong) Auctions Co., Ltd.;
- (2) "China Guardian" means China Guardian Auctions Co., Ltd., with its domicile at 3/F, Office Area, Guardian Art Center, No.1 Wangfujing Street, Dongcheng District. Beijing. People's Republic of China:
- (3) "Seller" means any person, company, body corporate or entity that offers Auction Property for sale. Unless otherwise stated or specifically required by the context, the term "Seller" herein shall include the Seller's agent (excluding the Company), executor or personal representative;
- (4) "Bidder" means any person, company, body corporate or entity that contemplates, makes or attempts a bid in any manner. Unless otherwise stated or specifically required by the context, the term "Bidder" herein shall include the Bidder's agent.
- (5) "Buyer" means the Bidder, including the principal of a person bidding as an agent, the highest bid or offer of whom is accepted by the Auctioneer in the auction held by the Company;
- (6) "Buyer's Commission" means the commission that the Buyer must pay to the Company based on the Hammer Price at the rate specified herein:
- (7) "Auction Property" means the item(s) that the Seller consigns to the Company for auction and which are auctioned off at the auction;
- (8) "Auction Date" means, for a particular auction, the date announced by the company on which the auction will officially commence;
- (9) "Sale Date" means the date on which the transaction of an Auction Property is confirmed by the striking of the hammer by the Auctioneer or other public indication by the Auctioneer that a transaction has been struck in the auction held by the Company;
- (10) "Auctioneer" means the person that the Company designates to preside over a particular auction;
- (11) "Hammer Price" means the price at which the Auctioneer strikes the hammer, deciding the sale of the Auction Property to the Buyer, or, in the case of a postauction transaction, the agreed upon sale price:
- (12) "Purchase Price" means the total amount that the Buyer is required to pay for his or her purchase of an Auction Property, including the Hammer Price plus the Buyer's Commission, and the taxes, levies, interest and various charges payable by the Buyer;
- (13) "Buyer Charges" means the expenditures and expenses relating to the sale of an Auction Property by the Company, including but not limited to the charges for insurance, packing, transport, storage and custody that the Company is required to purchase in respect of the Auction Property, expenses for testing, investigation, searching or authentication of an Auction Property additionally requested by the Buyer and additional expenditures and legal expenses incurred

- in seeking recourse against a defaulting Buver:
- (14) "Reserve" means the confidential minimum selling price for an Auction Property determined by the Seller and the Company;
- (15) "Estimated Price" means the estimated sales price of an Auction Property indicated in the catalogue or after other descriptive text, and excluding the Buyer's Commission;
- (16) "Storage Fee" means the charge for storage that the Buyer is required to pay to the Company in accordance herewith.
- 2. As required by the context, the singular of a term herein includes the plural thereof, and vice versa. Unless otherwise required by the context:
- (i) the Buyer and the Company are herein collectively referred to as the "Parties", and a "Party" refers to either Party:
- (ii) Any mention of legal provisions shall be construed as including any future amendments to, or re-enactment of, such provisions:
- (iii) Any mention of "person" shall include natural persons, companies, legal persons, enterprises, partnerships, individual proprietorships, governmental or social organizations and organizations comprised of more than one of the foregoing;
- (iv) Any mention of "Article" or "Clause" refers to the Articles or Clauses hereof;
- (v) The headings are provided for ease of reference only, and shall not affect the interpretation hereof.

#### Article 3 Applicable Scope

All Bidders, Buyers and other concerned parties participating in the auction of such collectibles as cultural artifacts, works of art, etc. organized and conducted by the Company shall act in accordance herewith.

#### Article 4 Special Notice

All Bidders and Buyers participating in the auction by the Company shall carefully read and abide by these Conditions, and, in particular, they shall carefully read the provisions hereof on the liability of the Company, the restrictive provisions, and the disclaimers. The Bidder and/or his or her agent is/are responsible for viewing the original Auction Properties in person, and shall be legally liable for his or her bidding on the Auction Properties. The Company may at its own discretion postpone or cancel any auction due to weather or other reasons and shall not be liable to make any compensation to the Bidder.

# Article 5 Responsibilities of the Bidder and the Company in Respect of the Auction Properties

- 1. The Company's perception of an Auction Property is partly dependent on the information provided by the Seller, the Company is in no position to and will not carry out comprehensive due diligence of the Auction Properties. The Bidder is aware of this and shall be responsible for inspecting and examining the original Auction Properties so as to satisfy himself or herself in respect of those Auction Properties which he or she may be interested in.
- 2. All Auction Properties to be sold by the Company are available for viewing by the Bidder before sale. Where the Bidder and/or his or her agent participates in bidding, the Bidder shall be deemed as having thoroughly examined the Auction Properties, and to be satisfied with the condition of, and the accuracy of the description of, the Auction Properties.
- 3. The Bidder confirms that numerous Auction Properties are of great age and of special types, meaning that they are not necessarily sound and free from defects. All Auction Properties are sold "as is" at the time of the auction (whether or not the Bidder attends the auction in person). Condition reports may be provided at the time of viewing the Auction Properties. Under certain circumstances, the catalogue descriptions and condition reports may serve as reference about

- certain defects in the Auction Properties. Nevertheless, the Bidder should note that the Auction Properties may have other defects not expressly stated in the catalogue or condition reports.
- 4. The information concerning any Auction Property provided to the Bidder, including any forecast information (written or verbal), and any information, rules or other reports, commentaries or estimated values contained in the catalogues, are not statements of fact, but rather statements of the opinions held by the Company. Such information may be revised at the sole discretion of the Company from time to time.
- 5. Neither the Company nor the Seller gives any representations or warranties as to whether any Auction Property is subject to any copyright or whether the Buyer has bought the copyright in any Auction Property.
- 6. Subject to Articles 5(1) to 5(5) and the specific exemptions contained in Article 6 hereof, the catalogue descriptions and condition reports are made by the Company in a reasonable and prudent manner (consistent with the provisions relating to the Company as the Auction Agent) based on (1) the information provided by the Seller to the Company; (2) academic and technical knowledge (if any); and (3) generally accepted opinions of relevant experts.

#### Article 6 Exemption of Liability Toward the Buyer and Limitations

- Subject to Article 5 and Articles 6(1) and 6(4) hereof, the Company or the Seller shall not:
- (1) be liable for any errors or omissions in the information provided by the Company to the Bidder, whether verbally or in writing, regardless of whether due to negligence or otherwise;
- (2) give any guarantee or warranty to the Bidder, and any implied warranties or conditions other than the express warranties given by the Seller to the Buyer through the Company are excluded (except where it is provided in law that such liabilities may not be exempted);
- (3) be liable to any Bidder for any actions or omissions in respect of any matter relating to the auction or sale of any Auction Property by the Company (regardless of whether due to negligence or otherwise).
- Unless the Company owns the Auction Property to be sold, it shall not be liable for any breach of these Conditions by the Seller.
- 3. Without prejudice to Article 6(1) hereof, the amount of any claim that a Bidder may lodge against the Company or the Seller shall be limited to the Hammer Price of the Auction Property and the Buyer's Commission. Under no circumstance shall the Company or the Seller bear any consequential losses incurred by the Buyer.
- 4. Article 6 hereof does not exempt or restrict the liability of the Company for any fraudulent misrepresentation made by the Company or the Seller, nor for any personal injury or death arising due to the negligence of or an omission by the Company or the Seller.

#### Article 7 Catalogue and Other Descriptions of the Auction Property

All statements made by the Company about an Auction Property in the catalogue or in the condition reports, or separately made verbally or in writing, are statements of opinion only, and shall not be relied upon as statements of fact. Such statements do not constitute any representation, warranty or assumption of liability by the Company in any form. The relevant defects and restorations mentioned in the catalogue or the condition report for an Auction Property are for guidance only and shall be reviewed in person by the Bidder or a representative with the relevant knowledge. The absence of a reference to the above-mentioned information does not mean that the Auction Property is completely free from defects or has never been restored. Furthermore, even if reference is made to a specific defect, this does not mean there are no other defects.

Where there is a discrepancy between the tone, colour, texture or shape of an Auction Property in the catalogue and/or in any other manner of illustration, video recording or publicity materials and that of the original, due to printing, photographic or other such technical reason, the actual Auction Property shall prevail.

Bibliographies cited in any description of an Auction Property by the Company, its employees or its agents are for the Bidder's reference only. The Company will not provide the originals or photocopies of the bibliographic publications or other such materials, and reserves the right to revise the cited descriptions.

#### Article 8 Reserve and Estimated Price

A Reserve is set for all of the Company's Auction Properties, unless it is indicated or stated that an Auction Property is not subject to such a Reserve. In general, the Reserve is not higher than the low Estimated Price announced or published before the auction by the Company. If a Reserve has not been set for an Auction Property,

unless there already have been bids, the Auctioneer shall have the right, at his or her discretion, to decide the starting price, which, however, may not be higher than the low Estimated Price of the Auction Property before the auction.

Under no circumstance shall the Company bear any liability in the event that the bids for an Auction Property fail to reach the Reserve at the auction held by the Company. If the bids for an Auction Property are lower than the Reserve, the Auctioneer shall have the right, at his or her discretion, to sell the Auction Property at a price lower than the Reserve. However, under such a circumstance, the amount that the Company shall pay the Seller shall be the amount that the Seller would have received had the Auction Property been sold at the Reserve.

An Estimated Price is estimated some time before the Auction Date, is not a definitive selling price, and is not legally binding. No Estimated Price may serve as a forecast of the Hammer Price for an Auction Property, and the Company has the right to revise from time to time Estimated Price(s) that have already been made.

#### Article 9 Bidding at Auction

Bidders shall bid through the following methods:

- The Bidder shall attend the auction in person, and complete the registration and pay a bid deposit before obtaining a paddle as required, subject to Article 10 to Article 12 hereof: or
- 2. Subject to Article 15 hereof, the Bidder may appoint the Company in writing to bid on his or her behalf or
- The Bidder shall adopt the Live Auction Platform which authorized by the Company.

#### Article 10 Bidder Registration

Where the Bidder is an individual, he or she shall fill in and sign before the Auction Date the registration documents on the strength of an identity document with photo issued by the government (such as a resident identity card or passport), and provide proof of his or her current address (e.g. a utility bill or bank statement); where the Bidder is a company or other organization, it shall fill in and sign the registration documents on the strength of its valid incorporation document, proof of shareholding and lawful authorization document, and collect a paddle before the Auction Date. The Company may request the Bidder to present banking information for making payment or other proof of financial standing.

### Article 11 Paddle

The Company may, depending on the auction conditions and auction method, announce before the Auction Date the conditions and procedures for obtaining a paddle, including but not limited to formulating the qualification conditions necessary for Bidders to carry out the procedures for obtaining a paddle.

The Company solemnly reminds the Bidder that a paddle is the sole proof for the Bidder to participate in the bidding in person. The Bidder shall keep the same in safe custody and may not lend the same to other persons. In the event it is lost, the Bidder shall promptly carry out the loss report procedures by way of a written method approved by the Company.

All of the bidding acts carried out during the auction by a paddle holder, regardless of whether he or she has been appointed by the Bidder, shall be deemed as having been done by the paddle registrant himself or herself, and the Bidder shall bear the legal liability for the acts of such person, unless the paddle registrant has himself or herself carried out with the Company the procedures for reporting the loss of a paddle by way of a written method approved by the Company, and the paddle in question is declared void by the Auctioneer on the spot.

#### Article 12 Bid Deposit

When the Bidder participates in the Company's auction, he or she shall pay a bid deposit before collecting the paddle. The amount of the bid deposit shall be announced by the Company before the Auction Date, and the Company has the right to reduce or waive the bid deposit. If the Bidder fails to buy an Auction Property and does not have any amounts owing to the Company, its divisions, affiliates, subsidiaries or parent, or China Guardian, its divisions, affiliates, subsidiaries or parent, the entire amount of the bid deposit shall be refunded to the Bidder without interest within 14 working days after conclusion of the auction. If the Bidder becomes the Buyer, the bid deposit shall automatically be transformed into the deposit for payment of the Purchase Price of the Auction Property.

## Article 13 Discretion of the Company

The Company has the right, at its discretion, to refuse anyone from participating

in the auction held by the Company, entering the auction venue, or taking photos, audio recordings or video recordings, etc. in the auction venue.

#### Article 14 Bidding as Principal

Unless a particular Bidder has presented written proof to the Company indicating that he or she is the agent of a particular Bidder and the same has been approved in writing by the Company, each Bidder shall be deemed to be the Bidder himself or herself

#### Article 15 Absentee Bids

The Bidder shall attend the auction in person. If he or she cannot attend in person or by way of an agent, he or she may appoint the Company in writing to bid on his or her behalf. The Company shall have the right to decide whether or not to accept such an appointment.

If the Bidder wishes to appoint the Company to bid on his or her behalf, he or she shall carry out the appointment procedures by the prescribed deadline (no later than 24 hours before the Auction Date), present a duly completed Absentee Bid Form to the Company, and additionally pay the bid deposit pursuant to these Conditions.

If, having appointed the Company to bid on his or her behalf, the Bidder wishes to cancel the appointment, he or she shall notify the Company in writing no later than 24 hours before the Auction Date.

#### Article 16 Outcome of Absentee Bid

If the Bidder has appointed the Company to bid on his or her behalf, the bid outcome and relevant legal liabilities shall be borne by him or her.

If the Bidder indicates on the Absentee Bid Form that he or she will bid by an instant communication method, such as by telephone, he or she shall accurately provide the instant communication method and keep such instant communication instrument in safe custody. While the Company is appointed to bid on the behalf of the Bidder, the Bidder shall personally use the instant communication instrument. In event of loss of, or loss of the control of, the instant communication instrument in question, the Bidder shall promptly revise by way of a written method approved by the Company the instant communication method provided on the Absentee Bid Form.

While the Company is appointed to bid on the Bidder's behalf, it will use all appropriate effort to contact the Bidder, and all of the bidding information transmitted by the instant communication instrument (regardless of whether it is transmitted by the Bidder himself or herself or the Bidder's Agent) shall be deemed as having been transmitted by the Bidder himself or herself, and the Bidder shall be legally liable for the actions thereof, unless the Buyer has himself or herself altered by way of a written method approved by the Company the instant communication method provided on the Absentee Bid Form. Nevertheless, under no circumstance shall the Company be liable for any unsuccessful attempt to make contact or for any errors or omissions in the bids made using the instant communication instrument in question.

## Article 17 Disclaimer of Liability for Absentee Bid

Given that absentee bidding is a free service provided by the Company to the Bidder for the purpose of transmitting bidding information, neither the Company nor its employees shall be liable for unsuccessful bids or any errors, omissions, negligence, fault or inability to bid on the Bidder's behalf arising in the course of the bidding on the Bidder's behalf.

#### Article 18 Principle of Prior Appointment

If two or more Bidders who have appointed the Company to bid on their behalves make identical bids for the same Auction Property and the Auction Property is ultimately sold at such price, the Bidder who served the Absentee Bid Form on the Company first shall be the Buyer of the Auction Property in question.

## Article 19 Discretion of the Auctioneer

The Auctioneer shall have the absolute right of discretion in respect of the following matters:

- 1. to refuse or accept any bid;
- 2. to conduct the auction in the manner he or she decides;
- to withdraw any Auction Property, divide it into separate lots for auction or combine any two or more Auction Properties and auction them together;
- 4. where an error or dispute occurs, whether during or after the auction, to decide the successful Bidder, whether or not to continue the auction, to cancel the auction or to auction the disputed Auction Property anew;
- 5. to open and conduct the bidding at the level and at bid increments that he or

she deems appropriate, and to bid on behalf of the Seller up to the amount of the Reserve, by making a bid, by making consecutive bids or by making bids in response to the bids of other Bidders;

6. to take other actions that he or she reasonably deems appropriate.

#### Article 20 No Reserve

For those Auction Properties without a Reserve, unless there are bids, the Auctioneer shall have the right, at his or her own discretion, to decide the starting price. If there are no bids at such price, the Auctioneer will, at his or her own discretion, lower the price and continue the auction until a Bidder starts to bid, whereupon he will increase the price from there and continue the auction.

#### Article 21 Image Display Panel and Currency Conversion Display Panel

For the convenience of Bidders, the Company may use image projection or other manner of display panel during the auction. The information shown thereon shall be provided for reference only. Regardless of whether there may be errors in the information, such as the amount, reference number of an Auction Property, the picture of an Auction Property or reference foreign exchange amount, etc., shown on the image projection or other manner of display panel, the Company shall not be liable for any losses arising as a result thereof.

#### Article 22 Successful Sale

Upon the confirmation of the highest bid by the striking of the hammer or otherwise by the Auctioneer, such Bidder's bid shall be the successful bid, indicating that he or she has become the Buyer of the Auction Property, and that a binding sales contract has been concluded between the Seller and the Buyer.

#### Article 23 Commission and Charges

Once the Bidder has made a successful bid, he or she becomes the Buyer of the Auction Property. The Buyer shall pay to the Company a commission to be calculated as follows: For each Auction Property, those part of Hammer Price which is HKD5 million or below, the commission shall be equivalent to 18% of the Hammer Price; for each Auction Property whose Hammer Price exceeds HKD5 million, the commission applicable to those part of the Hammer Price between HKD5 million to HKD20 million shall be equivalent to 15% thereof and the commission applicable to those part of the Hammer Price above HKD20 million shall be equivalent to 12% thereof. The Buyer shall also pay to the Company other Buyer Charges, and accepts that the Company may charge the Seller a commission and other Seller charges in accordance with the Conditions of Business for Sellers.

## Article 24 Taxes

All the monies paid to the Company by the Buyer shall be the net amount, exclusive of any tax on goods, tax on services or other value added tax (whether levied by Hong Kong or another region). If any taxes or levies are applicable to the Buyer, he or she shall solely bear the same in accordance with the relevant laws currently in force.

#### Article 25 Payment Deadline

Unless otherwise agreed in writing, after a sale, the Buyer shall pay the Purchase Price in full to the Company and collect the Auction Property within seven days from the Sale Date, regardless of any export, import or other permit regulations for the Auction Property. All packing and handling charges, freight and insurance charges, export related charges, etc. involved, if any, shall be paid by the Buyer together with the foregoing.

#### Article 26 Payment Currency

All monies shall be paid in Hong Kong dollars. If the Buyer pays in a currency other than the Hong Kong dollar, the same shall be converted at the exchange rate agreed between the Buyer and the Company or at the exchange rate for the Hong Kong dollar and the currency in question posted by The Hong Kong & Shanghai Banking Corporation Ltd. one working day prior to the date of payment by the Buyer. All bank service charges, commissions and other charges incurred by the Company in converting the foreign currency paid by the Buyer into Hong Kong dollars shall be borne by the Buyer.

## Article 27 Transfer of Ownership

Even if the Auction Property has not been delivered to the Buyer by the Company, the Buyer shall have secured ownership of the Auction Property but before he or

she has paid in full the Purchase Price and all amounts that he or she may owe the Company, its divisions, affiliates, subsidiaries or parent company, or China Guardian, its divisions, affiliates, subsidiaries or parent company, the Company and/or the Seller reserve the right of possession /lien or any other lawful relieves.

#### Article 28 Transfer of Risks

Once a successful bid has been made, the risks attaching to the Auction Property shall be solely borne by the Buyer once any of the following circumstances (whichever is earlier) arises:

- 1. the Buyer collects the Auction Property; or
- 2. the Buyer pays all of the Purchase Price for the Auction Property to the Company; or
- 3. the lapse of seven days after the Sale Date.

#### Article 29 Collection of the Auction Property

The Buyer must, within seven days from the Sale Date, proceed to the Company's address or other location designated by the Company to collect the Auction Property he or she purchased. The Buyer shall be solely responsible for purchasing insurance for the Auction Property he or she purchased once the risks pass to him or her. If the Buyer fails to collect the Auction Property within seven days from the Sale Date, he or she shall bear all of the relevant costs for storing, handling, insuring, etc. the Auction Property in question, and he or she shall bear all of the liability for the Auction Property he or she purchased. Furthermore, notwithstanding the Auction Property remaining in the custody of the Company or another agent, none of the Company, its employees or agents shall be liable for damage to or loss of the Auction Property, regardless of the reason the same arises.

#### Article 30 Packing and Shipping

The packing and processing by the employees of the Company of the purchased Auction Property as required by the Buyer shall solely be deemed as a service provided by the Company to the Buyer, and the Company may decide at its own discretion whether to provide such service. If any losses arise therefrom, they shall solely be borne by the Buyer. Under no circumstance shall the Company be liable for damage to glass or frame, box, backing sheet, stand, mounting, inserts, rolling rod or other similar auxiliary object arising for any reason. Furthermore, the Company shall not be liable for any errors, omissions, damage or loss caused by the packing company or removal company recommended by the Company to the Buyer.

#### Article 31 Import/Export and Permits

The Buyer shall himself or herself be responsible for securing any relevant import and export, endangered species or other permit for the Auction Property. A failure or delay in obtaining any required permit shall not be deemed as grounds for cancelling the purchase or delaying payment of the Purchase Price by the Buyer. The Company shall not bear any liability for the failure to duly complete or submit the required import or export waybill, list or documents.

If the Buyer requests that the Company apply for an export permit on his or her behalf, the Company shall have the right to charge him or her a separate service fee for such service. However, the Company does not warrant that such export permit will be issued. Neither the Company nor the Seller gives any representations or warranties as to whether or not any Auction Property is subject to import/export restrictions or any embargo.

## Article 32 Remedies for Non-Payment and Specific Performance

If the Buyer fails to make payment in full pursuant to these Conditions or any payment arrangement agreed with the Company, the Company shall have the right to take one or more of the following measures:

- 1. If the Buyer fails to pay all of the Purchase Price in full to the Company within 7 days from the Sale Date, the Company shall have the right to engage a third party organization to collect all or part of the outstanding Purchase Price from the Buyer;
- 2. If the Buyer fails to pay the Purchase Price in full within 7 days from the Sale Date, the Company shall have the right to charge interest at the rate 0.03% per day on the Buyer's outstanding amount starting from the 8th day after the Sale Date until the date on which the Buyer pays the entire amount in full, unless the Buyer and the Company agree otherwise;
- 3. All risks and charges relating to insurance coverage taken out on the Auction Property, removal thereof, or storage thereof, at or from the Company or elsewhere shall be borne by the Buyer:
- 4. To institute a legal action against the Buyer, demanding that he or she

- compensate it for all the losses incurred as a result of his or her breach of contract, including the interest losses arising due to delay in payment or refusal to pay by the Buyer:
- 5. To exercise a lien on the Auction Property in question and any other Auction Property of the Buyer purchased under the auspices of the Company, and any other property or property rights of the Buyer that may be in the Company's possession for any reason, and all expenses and/or risks arising during the duration of the lien shall be borne by the Buyer. If the Buyer fails to perform all of his or her relevant obligations by the deadline designated by the Company, the Company shall have the right to dispose of the subject matter of the lien after issuing notice to the Buyer that it is exercising its lien rights and if the Buyer fails to discharge all outstanding amounts within 30 days after issuance of such notice. If the proceeds from the disposal of the subject matter of the lien are insufficient to offset all the monies payable by the Buyer to the Company, the Company shall have the right to separately recover the same;
- 6. If the Buyer still has not paid all of the Purchase Price in full to the Company within 90 days from the Sale Date, the Company shall have the right (but shall not be obliged) to decide, at its absolute discretion, to cancel the transaction or agree to cancellation of the transaction by the Seller, and reserves the right to recover all of the losses suffered by the Company due to cancellation of the transaction:
- 7. To offset any amount related to the Auction Property owed by the Buyer to the Company against any amount owed from any other transaction by the Company, its divisions, affiliates, subsidiaries or parent, or China Guardian, its divisions, affiliates, subsidiaries or parent to the Buyer;
- 8. To decide at its discretion to use any monies paid by the Buyer to discharge the amount owed by the Buyer to the Company, its divisions, affiliates, subsidiaries or parent, or China Guardian, its divisions, affiliates, subsidiaries or parent in connection with the Auction Property or other transaction;
- To refuse any future bids made by the Buyer or his or her agent, or to charge him or her a bid deposit before accepting his or her bids;

The Company is aware that the Auction Property is unique and irreplaceable, if either the Seller or the Buyer defaults, the payment of damages by one party to another shall not be a sufficient remedy to the observant party. Accordingly, the Company, the Buyer and the Seller agree that any such breach, the observant party may apply to the court to order specific performance, requiring the defaulting party to perform his/her obligations under these Conditions or their ancillary documents.

#### Article 33 Remedies for Delay in Collecting the Auction Property

If the Buyer fails to collect the purchased Auction Property within seven days from the Sale Date, the Company shall have the right to take one or more of the following measures:

- 1. To take out insurance coverage for the Auction Property and/or store the same on Company premises or elsewhere, with all of the costs (including but not limited to charging the Storage Fee specified on the Bidder Registration Form from the 31st day following the Sale Date) and/or risks arising therefrom borne by the Buyer. In such a case, the Buyer may collect the Auction Property (packing and handling charges, freight and insurance charges, export related charges at the sole expense of the Buyer) only after he or she has paid all of the Purchase Price in full:
- 2. If the Buyer fails to collect the relevant Auction Property by the deadline prescribed herein, he or she shall solely be liable for all the risks and expenses arising after the expiration of such deadline.

## Article 34 Limited Warranties

1. The general warranties provided to the Buyer by the Company are as set forth below:

If it is discovered after an Auction Property is sold by the Company that the same is a forgery, the Company will, in accordance herewith, cancel the transaction and refund to the Buyer in the original currency the Hammer price together with the Buyer's Commission paid by the Buyer to the Company in respect of the Auction Property

For the purposes of the foregoing, a forgery, based on the reasonable opinion of the Company, means such things as a forged work or intentional concealment or a fraudulent claim in respect of the source, place of origin, date, production year, age, culture or origin, etc. of a work, and a correct description of the foregoing is not included in the catalogue (considering any terms of art). Any damage to an Auction Property and/or any manner of restored piece and/or any repaired piece (including repainting or overpainting) shall not be deemed a forgery.

Please note that the foregoing warranty shall not apply if:

- (1) The information in the catalogue is based on the generally accepted opinions of academics and experts on the selling date, or said information in the catalogue indicates that there exist conflicts in such opinions; or
- (2) On the selling date, the only means of proving that the Auction Property in question is a forgery is not generally available or recognized at such time, is extremely expensive or is impractical; or may already have caused damage to the Auction Property or may (in the reasonable opinion of the Company) already have caused the Auction Property to lose value: or
- (3) If, based on its description, the Auction Property has not lost any material value.
- 2. The period specified by this warranty simply provides the Buyer an exclusive non-transferrable benefit for 5 years after the relevant Auction Date. To lodge a claim based on this warranty, the Buyer must:
- (1) notify the Company in writing within three months after the receipt of any information which leads the Buyer to doubt the authenticity or attributes of the Auction Property, specifying the reference number of the Auction Property, the date on which the Auction Property was purchased and the reasons for believing that the Auction Property is a forgery;
- (2) return the Auction Property to the Company in a condition identical to that on the date on which it was sold to the Buyer, and provided that good title thereto is transferrable and no third party claims have been made in respect thereof since the selling date.
- 3. With respect to contemporary and modern art, Chinese oil paintings and Chinese paintings and calligraphy, although academic circles do not permit the making of definitive statements in respect thereof at present, the Company reserves the discretion, pursuant to this warranty, to cancel transactions of contemporary and modern art, Chinese oil paintings and Chinese paintings and calligraphy that are confirmed to be forgeries, but only within one year after the Auction Date. The amount paid shall be refunded to the Buyer pursuant to this Article, provided that the Buyer provides to the Company evidence (by the methods set forth in clauses 2 and 4 of this Article) confirming that the Auction Property is a forgery within one year from the Auction Date:
- 4.The Company may, at its discretion, decide to waive any of the foregoing provisions. The Company shall have the right to request that the Buyer obtain, at his or her expense, reports from two experts acceptable to the Company and the Buyer who are independent and recognized in the industry. The Company shall not be subject to any report presented by the Buyer, and reserves the right to seek the opinion of additional experts at its own expense.

## Article 35 Obtaining Information, Video Taking

With respect to the operation of the Company's auction business, the Company may make audio recordings, video recordings or keep a record of any auction process, and may need to collect personal information from the Bidder or request information about the Bidder from third parties (such as requesting a credit review from a bank). Such information will be processed and kept confidential by the Company. However, relevant information may be provided to the Company, its divisions, affiliates, subsidiaries or parent, or China Guardian, its divisions, affiliates, subsidiaries or parent in order to assist the Company in providing excellent services to Bidders, carrying out client analyses, or providing services that satisfy the requirements of Bidders. For the benefit of the Bidder, the Company may also be required to provide certain personal information of the Bidder to third party service providers (such as shipping companies or warehousing companies). By participating in the auction by the Company, the Bidder indicates that he or she consents to the foregoing. If the Bidder wishes to obtain or amend his or her personal information, he or she is asked to contact the customer service department.

### Article 36 Copyright

The Seller authorizes the Company to produce photos, illustrations, a catalogue, or other form of video recording of, and publicity materials for, any Auction Property that he or she has consigned to the Company for auction, and the Company enjoys the copyrights therein, and has the right to use the same in accordance with the law. Without the prior written consent of the Company, neither the Buyer nor anyone else may use the same. Neither the Company nor the Seller gives any representations or warranties as to whether the Auction Property is subject to copyright or whether the Buyer secures any copyright in the Auction Property.

#### Article 37 Notices

The Bidder and the Buyer shall inform the Company of their fixed and valid

correspondence address and contact information by the method specified in the bidding registration documents or other method approved by the Company. In the event of a change, the Company shall be promptly informed thereof in writing.

The notices mentioned herein only refer to written notices sent by post, by email, by fax or by the Company's mobile app ("Mobile App"). A notice shall be deemed as served at the following times:

- 1. If served by hand, at the time it reaches the address of the relevant Party;
- 2. If by post, the seventh day after it is posted;
- 3. If by fax, when transmission is confirmed by the sending fax machine;
- 4. If by email, when delivery is confirmed by the email record;
- 5. A notice sent by the Company through Mobile App shall be deemed to be received by the Bidder and the Buyer on the date when it is delivered.

#### Article 38 Severability

If any provision or part hereof is found invalid, unlawful or unenforceable for any reason, the other provisions and parts hereof shall remain valid, and the relevant parties shall abide by and perform the same.

#### Article 39 Laws and Jurisdiction

These Conditions and related matters, transactions and any disputes arising from, or in connection with, participation in the auction conducted by the Company pursuant hereto shall be governed by, and construed in accordance with, the laws of Hong Kong. All of the Company, the Buyer and the Bidder shall submit to the exclusive jurisdiction of Hong Kong courts.

#### Article 40 Language

The Chinese language version hereof shall be the governing version and the English language version shall be for reference only.

In the event of a discrepancy between the English language version and the Chinese language version, the Chinese language version shall prevail.

#### Article 41 Ownership of Copyright in the Conditions

These Conditions are formulated and shall be revised by the Company, and the relevant copyrights shall vest in the Company. Without the prior written permission of the Company, no one may use these Conditions in any manner or way to obtain commercial benefits, and may not take copies of, communicate or store in any searchable system any part hereof.

## Article 42 Term of Applicability

These Conditions shall apply solely to the upcoming auction. The Company may update these Conditions from time to time. When the Bidder and the Buyer participate in another auction, then applicable Conditions of Business for Buyers shall prevail.

#### Article 43 Right of Interpretation

During routine performance hereof, the right to interpret these Conditions shall be exercised by the Company. In the event of a legal dispute between the Buyer and the Company, the right of interpreting these Conditions, when resolving the dispute, shall be exercised by the competent court.

Date of this version: 26th May 2020

Address of the Company: 5th Floor, Tower One, Lippo Centre, 89 Queensway, Hong Kong

## 中國嘉德(香港)國際拍賣有限公司

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# 委託競投表格

郵寄或傳真至:

# 中國嘉德香港2020十二月拍賣會

中國嘉德(香港)國際拍賣有限公司 地址:香港金鐘道89號力寶中心一座五樓	居民身份證/護照號碼
電話:(852) 2815 2269 傳真:(852) 2815 6590	手提電話 電話
 	傳真 電郵
港幣及美元賬戶: 開戶名稱:中國嘉德(香港)國際拍賣有限公司 1. 開戶銀行: 香港上海匯豐銀行有限公司	地址
香港中環皇后大道中1號 銀行賬號: 652-050303-838	拍賣期間聯絡電話
收款銀行代碼: HSBCHKHHHKH 2. 開戶銀行: 中國工商銀行(亞洲)有限公司	1 2
香港中環花園道3號中國工商銀行大廈銀行賬號 (HKD): 861-520-139849銀行賬號 (USD): 861-530-172854收款銀行代碼: UBHKHKHH  季託競投表格須於拍賣日前二十四小時遞交客戶服務部。中國嘉德(香港)國際拍賣有限公司將以傳真或錄音電話等方式確認收到閣下之書面競投表格。若於一個工作日內還未有收到確實回覆,請重新遞交表格。  書面競投  ◆ 競投將以盡可能低之價格進行。在適當情況下,閣下之書面競投價將會被大概調整至最接近拍賣官遞增之競投金額。  ◆ 如嘉德就同一拍賣品收到兩個或以上競投價相同的書面競投,而在拍賣時此等競投價乃該拍賣品之最高競投價,則該拍賣品會歸於其書面競投最先送抵嘉德之競投人。 ◆ 拍賣官可直接於拍賣台上執行書面競投。	□ 如閣下選擇不以電子郵件接收的宣傳推廣資料,請於方格內劃上 "✓"  重要提示:      中國嘉德(香港)國際拍賣有限公司(以下簡稱 "嘉德")不接受包括代理人之內之領三方付款;不接受逾港幣八萬元(或等值貨幣)之現金款項;且發票資訊於拍賣會完終後將不能更改。      請閣下提供以下文件之經核證副本: 個人:政府發出附有照片的身份證明文件(如居民身份證或護照),及現時住址證明(如身份證明文件未有顯示現時住址),如公用事業賬單或銀行月結單。公司客戶:公司註冊證書以及股東證明文件。      代理人:代理人的身份證明文件,代理人代表的競投人士/單位之身份證明文件,以及記人士/單位簽發的授權書正本。      秦德僅接受本書面格式的委託競投表格。     茲申請並委託嘉德就本申請表所列拍賣品進行競投,並同意如下條款:      一、本人承諾已仔細閱讀刊印於本圖錄上的嘉德買家業務規則、重要通告、競投登記須知、財務付款須知以及可向嘉德索取之賣家業務規則,並同意遵守前述規定之一切條款。      、嘉德買家業務規則之委託競投之免責條款為不可爭議之條款。無論是由於疏忽或其它服因引致,本人不追究嘉德及其工作人員競投未成功或未能代為競投的相關責任。      三、本人須於拍賣日二十四小時前向嘉德出具本委託競投表格,並根據嘉德公佈的條件和程
電話競投  ◆ 請清楚注明於拍賣期間可聯絡閣下之即時通訊方式及工具,我們會於閣下擬競投之拍賣品競投前致電給閣下,該即時通訊工具所傳達之競投信息(無論是否為閣下本人傳達),均視為閣下所為,閣下應對其行為承擔法律責任。  ◆ 所有電話競投可能會被錄音,選擇電話競投即代表競投人同意其電話被錄音。	序辦理競投登記手續。如在規定時間內嘉德未收到本人支付的相應金額的競投保證金或嘉德未予審核確認的,則本表格無效。四、買家及賣家之合約於拍賣官擊槌時訂立。如拍賣成交,本人同意於拍賣會結束後七日戶付清拍賣品之落槌價、佣金以及任何買家負責的各項費用並領取拍賣品(包裝及付運費用、運輸保險費用、出境費等自行承擔)。如本人逾期未提取拍賣品,則應根據買家業務規則的規定按照800港元/月/件的標準支付儲存費。

圖錄號	拍賣品名稱	以 <b>〈</b> 代表 電話競投	最高書面競投價 (未包含佣金)
			HKD



# **ABSENTEE BID FORM**

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5<sup>th</sup> Floor, Tower One, Lippo Centre, 89 Queensway,

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1 Queen's Road Central Branch Hong Kong

Bank: Industrial and Commercial Bank of China (Asia) Ltd.
 ICBC Tower, 3 Garden Road, Central, Hong Kong

Mail or Fax to:

Hona Kona

Tel: (852) 2815 2269 Fax: (852) 2815 6590

HKD and USD accounts:

Account No.: 652-050303-838

SWIFT CODE: UBHKHKHH

SWIFT CODE: HSBCHKHHHKH

Account No. (HKD): 861-520-139849 Account No. (USD): 861-530-172854

## China Guardian Hong Kong December Auctions 2020

This Absentee Bid Form must be delivered to the before Auction Date. China Guardian (Hong Kon of your Absentee Bids Form by fax or recorded p a definite reply within one working day, please set Written Bids  * Bidding will be conducted at the lowes absentee bid will be rounded to the close Auctioneer.  If Guardian receives two or more absente during the Auction, such bid price is the 1 question, then the Auction Property will be reached Guardian first.  The Auctioneer can execute absentee bids  Telephone Bids  Please indicate clearly the instant communication of which you can be contacted durin before the bidding on the Auction Property. The bidding information transmitted by su (whether or not it is transmitted by you person, and you shall be legally liable therefor.  All telephone bids may be recorded, and Bidder agrees to his or her telephone converse.	g) Auctions Co., Ltd. will confirm receipt once message. If you have not received and in the form again.  It possible price. If appropriate, your sest bid amount incremented by the lee bids with an identical bid price, and highest bid for the Auction Property in long to the Bidder whose absentee bid is directly on the auction stage.  Inication method and instrument by the leg the auction, and we will phone you that you intend to bid for commences, aid instant communication instrument sonally) shall be deemed transmitted by	current address (if the current address is not Corporate clients: a certificate of incorporatial Agent: identity document of the agent, iden letter of authorization issued by the Bidder.  • Guardian only accepts this written absentee  I hereby apply for and appoint Guardian to bis agree to the following terms:  1. I undertake that I have carefully read and I Important Notice, Important Notice about Bir in the Catalogue, as well as the Conditions of 2. The disclaimer relating to absentee bids in Grelevant liability of Guardian or its staff for an is due to negligence or otherwise.  3. I must present this Absentee Bid Form to Graccordance with the conditions and by the put that I have paid or Guardian has not verified.  4. The contract between the Buyer and Selfer successful, I agree to pay the Hammer Priccosts, freight and insurance charges and expended.	llowing documents: sued by the government (sucl shown on the identity document on and proof of shareholding. tity document of the Bidder be bid form.  d on my behalf for the Auctic agree to comply with all of the diding Registration, and the lm; of Business for Sellers which are uardian's Conditions of Busines unsuccessful bid or their failure uardian 24 hours before the Aircocedures announced by Guan and confirmed it within the perishall be concluded upon the e and any Buyer Charges ancoport-related charges, etc. at m by the deadline, then I shall po	aing represented by the agent, and the original of the on Property(les) listed in this application form, and the terms of, the Conditions of Business for Buyers, contant Notice about Payment of Guardian published available upon request from Guardian.  It is to bid on my behalf, regardless of whether the same auction Date, and complete the bidding registration in dian. If Guardian has not received the auction deposit
Lot No.	Name of the	Auction Property	Put ✓ to indicate telephone bid	Highest written bid (commission not included)
Lot No.	Name of the	Auction Property		
Lot No.	Name of the	Auction Property		(commission not included)
Lot No.	Name of the	Auction Property		(commission not included)
Lot No.	Name of the	Auction Property		(commission not included)  HKD  HKD
Lot No.	Name of the	Auction Property		(commission not included)  HKD  HKD  HKD
Lot No.	Name of the	Auction Property		(commission not included)  HKD  HKD  HKD
Lot No.	Name of the	Auction Property		(commission not included)  HKD  HKD  HKD  HKD  HKD

Family Name Given Name Mr / Ms

2. \_\_\_\_\_

Mobile \_\_\_\_\_ Telephone \_\_\_\_

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