



Terms & Conditions

Ashbey's Galleries c.c. carries on business as fine art auctioneers and appraisers. As auctioneers, Ashbey's Galleries would usually act as agent of the seller of a lot or (in instances where Ashbey's Galleries owns or has a financial interest in any lot) as principal. The contractual relationship of Ashbey's Galleries with prospective buyers and sellers is governed by (i) the conditions set out below, (ii) any additional or special terms and conditions that Ashbey's Galleries may impose (whether in the form of notices displayed at the premises at which any auction is conducted or announced by the auctioneer prior to or during any auction and whether in respect of any specific lot or in general), and (iii) such other terms and conditions as may be set out in any relevant catalogue (collectively the "general conditions of business").

1. DEFINITIONS

In these general conditions of business, head notes are for convenience only and shall not be used in their interpretation, any expression which denotes any gender shall include the other genders, any expression which denotes the singular shall include the plural (and vice versa), any expression which denotes a natural person shall include a juristic person (and vice versa) and the following terms shall have the following meanings:

- 1.1 "auction" means any private treaty or auction sale at which a lot is offered for sale by Ashbey's Galleries
- 1.2 "auctioneer" means the representative of Ashbey's Galleries conducting an auction
- 1.3 "bidder" means any person making, attempting or considering to make a bid or offer to buy a lot at an auction, including the buyer of that lot
- 1.4 "buyer" means the bidder who makes the bid or offer for any lot that is finally accepted by the auctioneer at a sale of that lot, and (where the buyer is an agent acting for a principal), the buyer and the buyer's principal jointly and severally
- 1.5 "buyer's premium/commission" means the premium payable by the buyer of a lot to Ashbey's Galleries on the sale of that lot, calculated on the hammer price of that lot at the relevant current rates
- 1.6 "catalogue" means any advertisement, brochure, estimate, price-list and other publication (in whatever medium, electronically or otherwise) published by Ashbey's Galleries in respect of any auction



1.7 “current rates” means Ashbey’s Galleries current rates of commissions, premiums and other amounts payable to Ashbey’s Galleries for the time being, together with VAT thereon, all as published by Ashbey’s Galleries (whether in a catalogue or otherwise) or as agreed between a prospective buyer or seller and Ashbey’s Galleries

1.8 “hammer price” means the bid or offer made by the buyer for any lot that is finally accepted by the auctioneer at a sale of that lot, together with VAT thereon

1.9 “lot” means any item or items to be offered for sale by Ashbey’s Galleries at an auction

1.10 “private treaty” means the sale of any lot other than by auction sale at a price privately agreed on by the buyer and seller

1.11 “purchase price” means the hammer price of any lot at a sale thereof, plus the applicable buyer’s premium for that lot, plus all recoverable expenses for which the buyer is liable in respect of the lot

1.12 “recoverable expenses” includes all fees, taxes (including VAT), charges and expenses incurred by Ashbey’s Galleries in relation to any lot that Ashbey’s Galleries is entitled to recover from a buyer or seller

1.13 “reserve” means the confidential minimum hammer price (if any) at which a lot may be sold at an auction as agreed between the seller of that lot and Ashbey’s Galleries in writing

1.14 “seller” means the person named as the seller of any lot, being the person that offers the lot for sale

1.15 “seller’s commission” means the commission payable by the seller to Ashbey’s Galleries on the sale of a lot that is calculated on the hammer price of that lot at the relevant current rate; and

1.16 “VAT” means value added tax levied in terms of the Value Added Tax Act, 1991

2. BUYERS CONDITIONS

2.1 THE BUYER

2.1.1 Any dispute of whatever nature about any bid or about the identity of the buyer shall be determined at the auctioneer’s absolute discretion.

2.1.2 Every bidder shall be deemed to act as principal unless, prior to the commencement of any auction, Ashbey’s Galleries provides a written acknowledgement that a particular bidder is acting on behalf of a third party.



2.1.3 All bidders wishing to make bids or offers in respect of any lot must complete a registration form prior to that lot being offered for sale, which registration form will include an acknowledgement by the bidder that he is acquainted with and bound by these general conditions of business. Bidders shall be personally liable for their bids and offers made during any auction and shall be jointly and severally liable with their principals if acting as an agent.

2.1.4 All items are sold AS IS, WHERE IS WITH ALL FAULTS. ALL SALES ARE FINAL – NO REFUNDS AND NO EXCHANGES. WE AND THE CONSIGNOR, AS APPLICABLE, DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO WARRANTIES ARE MADE THAT ANY OF THE MERCHANDISE COMPLIES WITH ANY APPLICABLE GOVERNMENTAL RULES, REGULATIONS OR ORDINANCES OF ANY KIND OR NATURE WHATSOEVER. All items are available for inquiries prior to bidding. Written and oral descriptions are the opinions of Ashbey's Galleries CC and should in no way be construed as a guarantee of any kind as to authenticity, age, condition, materials or any other feature of items being sold. Ashbey's Galleries CC believes to the best of its knowledge that the information presented in any auction has come from reliable sources. However, such information is presented solely for the convenience of the prospective purchasers. Ashbey's Galleries CC attempts to catalogue every lot correctly and will attempt to point out any defects but will not be responsible or liable for the correctness of the catalogue or other descriptions of the lot. It is the responsibility of prospective bidders to examine all items in which they have an interest. By placing a bid, in any capacity, you signify that you have examined the items as fully as you desire and have had the opportunity to ask questions and receive answers from Ashbey's Galleries that you deem adequate. If you require absolute certainty in all areas of authenticity, and the results of your evaluation leave uncertainty in your mind, do not bid on the lot in question.

2.1.5 The bidder assumes full responsibility for items at the fall of the hammer (or expiration of time in an online auction). A bid entered by mistake on the part of a bidder is NOT grounds for a cancellation of the bid. Each bidder is responsible for his or her own account and bids. By allowing access to another who enters a bid without your knowledge will NOT be grounds for a rescission of the bid(s). Therefore, any bid made on your account will bind you to the bid in accordance with these terms. If an entity places a bid on a lot, then the person executing such bid on behalf of the entity hereby agrees to personally guarantee payment for any successful bid.

2.1.6 Bidder's bid at all times represents an irrevocable offer by bidder to enter into a binding contract to purchase the lot in accordance with the specific provisions of the listing and these general terms and conditions, as applicable.



2.2 EXAMINATION OF LOTS

2.2.1 It is the responsibility of all prospective buyers to examine and satisfy themselves as to the condition of each lot prior to the auction, and that the lot matches any oral or written description provided by the seller and/or Ashbey's Galleries. All illustrations of a lot in any catalogue are intended merely as guidance for bidders and do not provide definite information as to colours, patterns or damage to any lot.

2.2.2 Ashbey's Galleries shall not be liable for any error, misstatement or omission in the description of a lot (whether in any catalogue or otherwise), unless Ashbey's Galleries, its employees or agents, engaged in intentional misleading or deceptive conduct.

2.2.3 In bidding for any lot, all bidders confirm that they have not been induced to make any bid or offer by any representation of the seller of Ashbey's Galleries.

2.3 EXCLUSIONS AND LIMITATIONS OF LIABILITY TO BUYERS

2.3.1 If a lot sold to a buyer proves to be a forgery (which will only be the case if an expert appointed by Ashbey's Galleries for such purpose confirms the same in writing), the buyer may (as his sole remedy hereunder or at law) return the lot to Ashbey's Galleries within ten days of the date of the sale of that lot in the same condition in which it was as at the date of sale, together with a written statement by the buyer detailing the defects to the lot, the date of the sale and the number of the lot. Should Ashbey's Galleries be satisfied in its absolute discretion that the lot is a forgery and that the buyer is capable of transferring good and marketable title to the lot to a third party purchaser thereof, free from any encumbrances and other third party claims, the sale of that lot shall be set aside and the hammer price of that lot shall be refunded to the buyer, provided that the buyer shall have no rights against Ashbey's Galleries.

2.3.2 Neither Ashbey's Galleries nor the seller:

2.3.2.1 shall be liable for any omissions, errors or misrepresentations in any information (whether written or otherwise and whether provided in a catalogue or otherwise) provided to bidders, or for any acts or omissions in connection with the conduct of any auction or for any matter relating to the sale of any lot, including when caused by the negligence of the seller, Ashbey's Galleries, their respective employees and/or agents;

2.3.2.2 Gives any guarantee or warranty to bidder other than those expressly set out in these general conditions of business (if any) and any implied conditions, guarantees and warranties are excluded. Ashbey's Galleries do not guarantee or give any warranty to the working of clocks and wristwatches.

2.3.3 A purchased lot shall be at the buyer's risk in all respects from the fall of the auctioneer's hammer, whether or not payment has been made, and neither Ashbey's Galleries nor the seller shall thereafter be liable for, and the buyer indemnifies Ashbey's Galleries against, any loss or



damage of any kind, including when caused by the negligence of Ashbey's Galleries and/or its employees or agents.

2.3.4 All buyers are advised to arrange for their own insurance cover for purchased lots effective from the day after the date of sale for purposes of protecting their interests as Ashbey's Galleries cannot warrant that the seller has insured its interests in the lot or that Ashbey's Galleries insurance cover will extend to all risks.

2.3.5 Ashbey's Galleries does not accept any responsibility for lots damaged by insect infection, changes in atmospheric conditions or other conditions outside its control, and shall not be liable for damage to glass or picture frames.

2.4 CONDUCT OF THE AUCTION

2.4.1 The auctioneer has the absolute discretion to withdraw or re-offer lots for sale, to accept and refuse bids and/or to re-open the bidding on any lots should he believe there may be a dispute of whatever nature or error of whatever nature, and may further take such other action as he in his absolute discretion deems necessary or appropriate. The auctioneer shall commence and advance the bidding or offers for any lot in such increments as he considers appropriate.

2.4.2 The auctioneer shall be entitled to place bids on any lot on the seller's behalf up to the reserve, where applicable.

2.4.3 The contract between the buyer and the seller of any lot shall be deemed to be concluded on the striking of the auctioneer's hammer at the hammer price finally accepted by the auctioneer (after determination of any dispute that may exist). Ashbey's Galleries is not a party to the contract of sale and shall not be liable for any breach of that contract by either the seller or the buyer.

2.5 PAYMENT AND COLLECTION

2.5.1 A buyer's premium, calculated at the applicable current rate of the hammer price, shall be payable by the buyer to Ashbey's Galleries in respect of the sale of each lot. The buyer acknowledges that Ashbey's Galleries, when acting as agent for the seller of any lot, may also receive a seller's commission and/or other fees for or in respect of that lot.

2.5.2 The buyer shall pay Ashbey's Galleries the purchase price immediately after a lot is sold and shall provide Ashbey's Galleries with details of his name and address and, if so requested, proof of identity and any other information that Ashbey's Galleries may require.

2.5.3 Unless otherwise agreed in advance, the buyer shall make full payment of all amounts due by the buyer to Ashbey's Galleries on the date of sale (or on such other date as Ashbey's



Galleries and the buyer may agree upon in writing) in cash, electronic funds transfer, credit card or such other payment method as Ashbey's Galleries may be willing to accept.

2.5.4 Ownership in a lot shall not pass to the buyer thereof until Ashbey's Galleries has received settlement of the full purchase price of that lot in cleared funds, Ashbey's Galleries shall not release a lot to the buyer prior to full payment thereof. However, should Ashbey's Galleries agree to release a lot to the buyer prior to payment of the purchase price in full ownership of such lot shall not pass to the buyer, nor shall the buyer's obligations to pay the purchase price be impacted, until such receipt by Ashbey's Galleries of the full purchase price in cleared funds.

2.5.5 The refusal of any approval, license, consent, permit or clearance as required by law shall not affect the buyer's obligation to pay for the lot.

2.5.6 The buyer shall be and remain responsible for any removal, storage, or other charges for any lot and must at his own expense ensure that the lot purchased is removed immediately after the auction but not until payment of the total amount due to Ashbey's Galleries. All risk of loss or damage to the purchased lot shall be borne by the buyer from the moment when the buyer's bid is accepted by Ashbey's Galleries in the manner referred to above. Neither Ashbey's Galleries nor its servants or agents shall accordingly be responsible for any loss or damage of any kind, whether caused by negligence or otherwise, from date of the sale of the lot, whilst the lot is in their possession or control.

2.5.7 All packaging and handling of lots is at the buyer's risk and expense, will have to be attended to by the buyer, and Ashbey's Galleries shall not be liable for any acts or omissions of any packers or shippers.

2.5.8 If the sale of any lot is rescinded, set aside or cancelled by an action of the buyer, and Ashbey's Galleries has accounted to the seller for the sale proceeds, the seller shall immediately refund the full sale proceeds to Ashbey's Galleries, who will in turn refund the purchase price to the buyer.

2.6 REMEDIES FOR NON-PAYMENT OR FAILURE TO COLLECT

Without prejudice to any rights that the seller may have if any lot is not paid for in full or removed in accordance with the conditions of 2.5 above, or if there is any other breach of these general conditions of business by the buyer, Ashbey's Galleries as agent of the seller shall, at its absolute discretion and without limiting any other rights or remedies that may be available to it or the seller hereunder or at law, be entitled to exercise one or more of the following remedies:

2.6.1 To remove, store and insure the lot at its premises or elsewhere and at the buyer's sole risk and expense;

2.6.2 To rescind the sale of that or any other lots sold to the buyer at the same or any other auction;



2.6.3 To reject future bids and offers on any lot from the buyer;

2.6.4 To proceed against the buyer for damages;

2.6.5 to resell the lot or cause it to be resold by public auction or private treaty, with estimates and reserves at Ashbey's Galleries sole discretion, in which event the buyer shall be liable for any shortfall between the original purchase price and the amount received on the resale of the lot, including expenses incurred by Ashbey's Galleries and the seller in such resale;

2.6.6 To retain that or any other lots sold to the buyer at the same time or at any other auction and to release such lots only after payment of the total amount due;

2.6.7 To disclose the buyer's details to the seller to enable the seller to commence legal proceedings;

2.6.8 To commence legal proceedings;

2.6.9 To charge interest at a rate not exceeding the prime rate plus 3% per month on the total amount due to the extent that it remains unpaid after the date of the auction.

3. SELLERS CONDITIONS

3.1 ASHBEY'S GALLERIES POWERS

3.1.1 The seller irrevocably instructs Ashbey's Galleries to offer for sale at an auction all objects submitted for sale by the seller and received and accepted by Ashbey's Galleries and to sell the same to the relevant buyer of the lot of which those objects form part, provided that the bid or offer accepted from that buyer is equal to or higher than the reserve (if any) on that lot (subject always to 3.1.3) all on the basis set out in these general conditions of business. The seller further irrevocably permits Ashbey's Galleries to bid for any lot of which any of those objects form part as agent for one or more intending buyers.

3.1.2 Ashbey's Galleries are authorized to retain any objects not sold on auction for a period of seven days after the auction for the possible sale of such objects by Ashbey's Galleries by way of private treaty or otherwise pursuant to 3.1.3.

3.1.3 The seller further irrevocably authorizes Ashbey's Galleries to offer for sale whether by private treaty or otherwise, any without any further instruction or notification to the seller, within seven days after the auction, all or any remaining objects submitted for sale by the seller and received and accepted by Ashbey's Galleries in accordance with 3.1.1, which objects were not sold on auction, provided that the bid or offer accepted from that buyer is equal to or higher than the amount that the seller would have received had that lot been sold on auction at the



reserve on that lot taking into account the deduction of the applicable seller's commission and recoverable expenses for which the seller is liable.

3.1.4 Ashbey's Galleries and the auctioneer each has the right, at his absolute discretion, to offer an object referred to above for sale under a lot, to refuse any bid or offer, to divide any lot, to combine two or more lots, to withdraw any lot from an auction, to determine the description of lots (whether in any catalogue or otherwise), to store accepted objects at the auction premises or any other location as he may deem fit and whether or not to seek the opinion of experts.

3.1.5 Ashbey's Galleries shall not be under any obligation to disclose the name of the buyer to the seller.

3.2 ESTIMATED SELLING RANGE AND DESCRIPTIONS

3.2.1 Any estimated selling range provided by Ashbey's Galleries to the seller is a mere statement of opinion and should not be relied upon as a true reflection of the hammer price which a lot may achieve at an auction. Ashbey's Galleries reserves the right to revise the estimated selling range at any time.

3.2.2 The seller acknowledges that Ashbey's Galleries is entitled to rely on the accuracy of the description of a lot as provided by or on behalf of the seller.

3.2.3 Ashbey's Galleries shall not be liable for any error, misstatement or omission in the description of a lot (whether in any catalogue or otherwise), unless Ashbey's Galleries, its employees or agents, engaged in intentional misleading or deceptive conduct.

3.3 WARRANTIES OF THE SELLER

3.3.1 The seller warrants to Ashbey's Galleries and the buyer that:

3.3.1.1 he is the true owner of all objects submitted for sale and/or is properly authorized by the true owner to do so, and that he is able to transfer good and marketable title to all such objects, free from any encumbrances and other third party claims, to the buyer of the lot of which those objects form part;

3.3.1.2 He has complied with all requirements, legal or otherwise, in relation to any export or import of the lot, if applicable, and has notified Ashbey's Galleries in writing of any failure by third parties to comply with such requirements in the past;

3.3.1.3 The lot and any written provenance given by the seller are authentic;

3.3.1.4 The lot is fit for its purposes and safe if used for the purpose for which it was designed and is free from any defect not obvious on external inspection;



3.3.1.5 To the extent that the seller required any approval, license, consent, permit or clearance by law to be in possession of any lot or for the sale of any lot, he is in possession of a valid approval, license, consent, permit and clearance.

3.3.2 Notwithstanding any other provision of these general conditions of business, none of the seller, Ashbey's Galleries, its servants or agents is responsible for errors of description or for the authenticity of any lot, and no warranty whatever is given by Ashbey's Galleries, its servants or agents, or any seller to any buyer in respect of any lot (save insofar as the seller is concerned as set out in 3.3.1), and all express or implied conditions or warranties are hereby excluded.

3.3.3 The seller of any object forming part of a lot not held by Ashbey's Galleries at the auction premises warrants and undertakes to Ashbey's Galleries and the buyer that the relevant object will be available and in a deliverable state on demand to the buyer.

3.3.4 The seller agrees to indemnify and keep indemnified Ashbey's Galleries and the buyer against any loss or damage suffered by either in consequence of any breach of any warranty in these general conditions of business.

3.4 COMMISSIONS AND EXPENSES

3.4.1 Sellers commission at the current rate, shall be payable by the seller to Ashbey's Galleries in respect of the sale of each lot comprising one or more objects submitted by the seller for sale. The seller acknowledges that Ashbey's Galleries may also receive a buyer's premium and other fees for or in respect of that lot. Without derogating from the seller's obligation to pay the seller's commission and any recoverable expenses for which the seller is liable, the seller irrevocably authorizes Ashbey's Galleries to deduct from the hammer price of any lot the seller's commission and all such recoverable expenses for which the seller is liable.

3.4.2 Ashbey's Galleries may deduct and retain the seller's commission and the recoverable expenses for which the seller is liable from the amount paid by the buyer for the lot as soon as the purchase price, or part of it, is received and prior to the sale proceeds being paid to the seller.

3.5 THE RESERVE

3.5.1 All lots will be sold without reserve or minimum price unless a reserve has been placed on a lot, in which event such lot will be offered for sale subject to the reserve. A reserve shall only be placed on a lot if agreed in writing between the seller and Ashbey's Galleries prior to the auction. A reserve, once placed on a lot, may not be changed by the seller without the prior written consent of Ashbey's Galleries. Should Ashbey's Galleries consent to an increase of the reserve on a lot, Ashbey's Galleries reserve the right to



charge the seller an additional fee as the object may not be sold on auction as a result of the increased reserve.

3.5.2 Where a reserve has been placed on a lot, only the auctioneer may bid on behalf of the seller.

3.5.3 Where a reserve has been placed on a lot and the auctioneer is of the opinion that the seller or any person acting as agent of the seller may have bid on the lot, the auctioneer may knock down the lot to the seller without observing the reserve and the seller shall pay to Ashbey's Galleries the buyer's premium and all expense for which the buyer is liable in addition to the seller's commission and all expenses for which the seller is liable.

3.5.4 Should no reserve have been placed on a lot, Ashbey's Galleries shall not be liable if the purchase price of the lot is less than the estimate selling range.

3.6 INSURANCE

3.6.1 Unless Ashbey's Galleries and the seller have otherwise agreed in writing, Ashbey's Galleries will insure all objects, with the exception of motor vehicles, consigned to it or put under its control for sale and may, at its discretion, insure property placed under its control for any other purpose for as long as such objects or property remain at Ashbey's Galleries premises or in any other storage depot chosen by them.

3.6.2 If any payment is made to Ashbey's Galleries under the said insurance, in the event of loss or damage to any object, Ashbey's Galleries shall pay such amount to the seller after deduction of the seller's commission and expenses incurred by them.

3.6.3 In the event the seller instructs Ashbey's Galleries not to insure a lot or property submitted for sale, it shall at all times remain at the risk of the seller. In such an event, the seller undertakes to:

3.6.3.1 Indemnify Ashbey's Galleries against all claims made or proceedings brought against them in respect of damage or loss to the lot of whatsoever nature and howsoever arising and in all circumstances, even when negligence is alleged or proved;

3.6.3.2 Reimburse Ashbey's Galleries on demand for all costs, payments or expenses made or incurred in connection herewith. All payment made Ashbey's Galleries in connection with such loss, damage, payments, costs or expenses shall be binding on the seller as conclusive evidence thereof that Ashbey's Galleries was liable to make such payment;

3.6.3.3 Notify any insurer of the existence of the indemnity contained herein.



3.7 PAYMENTS FOR THE PROCEEDS OF SALE

3.7.1 Ashbey's Galleries shall only be liable to remit the sale proceeds of a lot to the seller thereof on the later of thirty days after the date of the sale of that lot or seven days after the date on which the full purchase price for that lot has been received by Ashbey's Galleries in cleared funds.

3.7.2 If the buyer of a lot fails to pay the total amount due to Ashbey's Galleries within twenty one days after the date of sale of that lot, Ashbey's Galleries shall give notice of this to the seller of that lot and shall request the seller's written instructions as to the appropriate course of action to be followed. Should Ashbey's Galleries deem it so appropriate, Ashbey's Galleries will assist the seller to recover the total amount due from the buyer. Should no written instructions be forthcoming from the seller within seven days after the request, the seller hereby authorizes Ashbey's Galleries, at Ashbey's Galleries absolute discretions but at the seller's expense:

3.7.2.1 To agree terms for payment of the total outstanding amount;

3.7.2.2 To remove, store and insure the lot sold;

3.7.2.3 To settle any claim by or against the buyer on such terms as Ashbey's Galleries in their absolute discretion deem fit;

3.7.2.4 To take such steps as Ashbey's Galleries in their absolute discretion consider necessary to collect monies due to the seller from the buyer;

3.7.2.5 If necessary, to rescind the sale and refund any monies to the buyer;

3.7.3 Should Ashbey's Galleries pay an amount equal to the sale proceeds to the seller before having received full payment of the purchase price from the buyer, ownership of the lot shall pass to Ashbey's Galleries.

3.7.4 If the sale of any lot is rescinded, set aside or cancelled by an action of the buyer, and Ashbey's Galleries has accounted to the seller for the sale proceeds, the seller shall immediately refund the full sale proceeds to Ashbey's Galleries, who will in turn refund the purchase price to the buyer and make the lot available to the seller for collection. Any annulment, rescission, cancellation or nullification of the sale shall not affect the seller's obligation to pay the commission to Ashbey's Galleries and/or to reimburse any expenses incurred by Ashbey's Galleries.

3.8 WITHDRAWAL FEES

3.8.1 A seller may only withdraw a lot from being offered for sale by written notification to Ashbey's Galleries.



3.8.2 Upon receipt of proper notification of withdrawal as envisaged above, Ashbey's Galleries reserves the right to charge the full seller's commission and buyer's premium to the seller as a withdrawal fee, both calculated on the latest middle estimate of the selling price of the property withdrawn, together with VAT and all expenses incurred in relation to the property.

3.8.3 If a lot is withdrawn, the seller shall arrange for the collection and removal of the lot at the seller's expense within three days after date of the withdrawal, provided the seller has paid the recoverable expenses and applicable withdrawal fee to Ashbey's Galleries.

3.9 PHOTOGRAPHY AND ILLUSTRATION

Ashbey's Galleries shall have the full and absolute right to illustrate, photograph or otherwise reproduce images of any lot submitted by the seller for sale, whether in conjunction with the sale or not, and to use such photographs and illustrations at any time and in their sole and absolute discretion. The copyright of all photographs taken, and illustrations made of any lot by Ashbey's Galleries shall be the sole and absolute property of Ashbey's Galleries and Ashbey's Galleries undertake to abide by all copyright applicable to any and all lots submitted for sale.

3.10 UNSOLD LOTS

3.10.1 Ashbey's Galleries are authorized to retain any objects not sold on auction for a period of seven days after the auction and may proceed to sell any such unsold lot during this period, be it by way of private treaty or otherwise, without any further instruction or notification to the sell in terms of 3.1.

3.10.2 Where any lot remains unsold, Ashbey's Galleries shall notify the seller accordingly and the seller shall collect the lot at the seller's expense within seven days after the dispatch by Ashbey's Galleries of a notice to the effect that the lot has not been sold.

3.10.3 In these circumstances, the seller must make arrangements either to re-offer the lot for sale or to collect and pay all recoverable expenses and other amounts for which the seller is liable.

3.10.4 Should the seller fail to collect the lot within seven days of notification, the seller shall in addition be responsible for all removal, storage and insurance expenses.

3.10.5 Should the seller fail to collect the lot within three months of date of the notification referred to above, Ashbey's Galleries shall be authorized to sell the lot by private treaty or public auction, on such terms and conditions as they think fit, without reserve and to deduct from the hammer price all sums owing to Ashbey's Galleries, including (without limitation) storage, removal, insurance expenses, the expenses of both auctions, reduced commission in respect of the auction as well as commission on the sale and all other reasonable expenses, prior to



remitting the balance to the seller or, in the event he cannot be located, placing it into a bank account in the name of Ashbey's Galleries for and on behalf of the seller.

3.10.6 Ashbey's Galleries reserves the right to charge commission in accordance with the current rates on the bought in price and expenses in respect of any unsold lots.

CITES PERMITS, IMPORT, EXPORT, COPYRIGHT RESTRICTIONS & LICENCES

Ashbey's Galleries cc suggests that buyers check with their own government regarding wildlife import requirements prior to placing a bid. It is the Buyer's sole responsibility to identify and obtain any necessary export, import, endangered species or other permit for the lot.